City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

March 24, 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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

5. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - March 3, 2026

6. CONSENT AGENDA

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

A. FDOT Construction Agreement - Granada Sidewalks

RESOLUTION NO. 2026-24: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING CONSTRUCTION OF SIDEWALKS ALONG DOWNTOWN GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

B. Bid Award - City Hall Access Control

RESOLUTION NO. 2026-33: A RESOLUTION ACCEPTING THE PROPOSAL OF EMPIRE COMPUTING AND CONSULTING, INC. REGARDING THE FACILITIES ACCESS CONTROL PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

C. Bid Award - Lime Sludge Hauling

RESOLUTION NO. 2026-34: A RESOLUTION ACCEPTING A BID FROM JOE DIRT, INC. FOR LIME SLUDGE HAULING AND DISPOSAL SERVICES, UNDER BID NO. 2026-11; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT

THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

D. RFP Award - Fireworks Display

RESOLUTION NO. 2026-35: A RESOLUTION ACCEPTING THE PROPOSAL OF FIREWORKS BY SANTORE, INC. REGARDING A FIREWORKS DISPLAY; GRANTING A LIMITED WAIVER FROM THE CITY'S MINIMUM INSURANCE REQUIREMENTS; ACCEPTING A CERTIFICATE OF GENERAL LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF A CONTRACT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

E. Fleming Avenue Pump Station Reassessment and Bidding Services

RESOLUTION NO. 2026-36: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ENGINEERING SERVICES FROM MEAD & HUNT, INC. REGARDING THE FLEMING AVENUE PUMP STATION REASSESSMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

F. Ormond Beach Sports Complex Fields 11 & 12 LED Lighting

RESOLUTION NO. 2026-37: A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE INSTALLATION OF LIGHT POLES AT FIELDS 11 AND 12 AT THE ORMOND BEACH SPORTS COMPLEX; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

G. Ormond Beach Sports Complex Stormwater Expansion Additional Work

RESOLUTION NO. 2026-38: A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NUMBER ONE (1) TO THAT CONTRACT AWARDED TO GPS CIVIL CONSTRUCTION, INC. REGARDING THE SPORTS COMPLEX STORMWATER RETENTION EXPANSION PROJECT, BY INCREASING THE CONTRACT PRICE BY $91,351.14; INCREASING THE CONTRACT TIME BY 189 DAYS; AND SETTING FORTH AN EFFECTIVE DATE.

H. Volusia Multi-Jurisdictional Program for Public Information Plan (Floodplain Management)

RESOLUTION NO. 2026-39: A RESOLUTION OF THE CITY COMMISSION ADOPTING THE NATIONAL FLOOD INSURANCE PROGRAM, COMMUNITY RATING SYSTEM, 2025 MULTIJURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION PLAN, AND SETTING FORTH AN EFFECTIVE DATE.

I. Design and Bidding Services Western Storage Tank and Pump Station

RESOLUTION NO. 2026-40: A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC., TO PROVIDE DESIGN AND BIDDING SERVICES REGARDING

THE WESTERN STORAGE TANK AND PUMP STATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

J. Design and Bidding Services Western Wastewater Treatment Plant Equalization Basin and Master Lift Station

RESOLUTION NO. 2026-41: A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC., TO PROVIDE DESIGN AND BIDDING SERVICES REGARDING THE WESTERN WASTEWATER TREATMENT PLANT EQUALIZATION BASIN AND MASTER LIFT STATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

K. Yellowstone Landscape Athletic Field Maintenance Contract Amendment

RESOLUTION NO. 2026-42: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF AGREEMENT FOR ATHLETIC FIELD MAINTENANCE SERVICES WITH AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE; AND SETTING FORTH AN EFFECTIVE DATE.

L. Yellowstone Landscape Grounds Maintenance Contract Amendment

RESOLUTION NO. 2026-43: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF AGREEMENT FOR GROUNDS MAINTENANCE SERVICES WITH AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE; AUTHORIZING THE EXECUTION OF AMENDMENT #1-2026 FOR ADDITIONAL SERVICES; AND SETTING FORTH AN EFFECTIVE DATE.

M. City Attorney Office Lease Agreement

RESOLUTION NO. 2026-44: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH ROOT EXECUTIVE PARK, LTD. REGARDING OFFICE SPACE FOR THE CITY ATTORNEY'S OFFICE STAFF; AND SETTING FORTH AN EFFECTIVE DATE.

N. **Disposition Item:** City Manager's Monthly Report, March 2026

7. PUBLIC HEARINGS

A. Tomoka Reserve, Issuance of a Development Order (Second Reading)

ORDINANCE NO. 2023-55: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT LOCATED AT 20 TOMOKA OAKS BOULEVARD, TO BE KNOWN AS THE "TOMOKA RESERVE" RESIDENTIAL SUBDIVISION; AUTHORIZING THE DEVELOPMENT OF 254 SINGLE-FAMILY DETACHED LOTS; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

B. 699 South Nova Road, Circle K, Special Exception Outdoor Activities

RESOLUTION NO. 2026-45: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY IN ASSOCIATION WITH A PROPOSED CONVENIENCE STORE, TYPE B, LOCATED AT 699 SOUTH NOVA ROAD WITHIN THE B-8, COMMERCIAL ZONING DISTRICT UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

8. DISCUSSION AND DIRECTION ITEMS

A. Potable Water Reuse and Drinking Water

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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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

March 3, 2026, 7:00 PM

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

Minutes

1. CALL TO ORDER

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

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

2. INVOCATION

Pastor Charlie Freeman, Church of Jesus, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

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

Mr. Willard Davis, 34 Greenvale Drive, discussed a stormwater concern regarding item 6G and read Planning Director Steven Spraker's emailed response to the concern. He requested the Commission approve the item for his property.

Ms. Jennifer Bright, P.O. Box 62, inquired about a report on the city's water quality and discussed the city's drinking water and high standards. She expressed health concerns regarding parasitic worms, including fluke worms, potentially in water supply. She requested the Commission create an ordinance or charter amendment to preserve the quality of life in the city.

Mayor Leslie inquired about a presentation on the city's water quality; whereby, Mr. Shawn Finley, Assistant City Manager, indicated staff would meet with the Commissioners individually to provide a report.

Commissioner Sargent stated he previously requested a public report to educate the Commission and residents.

Mayor Leslie questioned if there was a consensus for staff to bring a presentation to a future meeting; whereby, the entire Commission agreed.

Mr. Tom Fitzgibbon, 51 South Saint Andrews, stated he lived in the Tomoka Oaks subdivision and discussed his objection to the proposed Tomoka Reserve development. He reviewed concerns of potential traffic issues, pedestrian safety, and subdivision entrance improvements needed.

Ms. Denise Corley, 51 South Saint Andrews, voiced concerns regarding the proposed Tomoka Reserve development, noting concerns of traffic, soil, lot size, city infrastructure, taxes, water use, and stormwater.

Ms. Michelle Zirkelbach, 328 River Bluff Drive, stated many residents remained in opposition of the proposed development and indicated a vocal resident was bullied by the developer. She discussed the lack of compatibility of the proposed development compared to the surrounding neighborhood based on city codes. She expressed concerns of the meeting dates and locations to hear the proposed development's ordinance.

Mayor Leslie requested staff reach out to Ms. Zirkelbach.

Ms. Missy Herrero, 111 North Saint Andrews Drive, discussed the property and building rights, noting the need for high-quality developments.

Ms. Mary Greenlees, 94 North Saint Andrews Drive, thanked the Commission for their work around the proposed development. She questioned many items around the proposed development, highlighting the need for transparency. She stated she would email all questions to the Commissioners and provided a brochure to the City Clerk to pass along to the Commission.

Ms. Marsha Blew, 12 Honey Bear Path, inquired about the airport corridor Brownfield area soil testing. She discussed prior comments made by Commissioners regarding a runway extension and the potential for larger jets to utilize the airport if an extension happened. She requested a comment from staff or the Commission if the extension was not happening to alleviate the residents' concerns. She expressed concerns regarding the summary of her prior statements in the minutes, requested all her points be included in the minutes, and provided a printout of her comments to the City Clerk for the record.

Mayor Leslie requested staff comment on the runway extension; whereby, Ms. Joyce Shanahan, City Manager, stated staff would get back with the Commission, noting she did not believe there were plans for a runway extension.

5. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - February 17, 2026

Mayor Leslie advised the minutes from the February 17, 2026, 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 February 17, 2026, City Commission meeting minutes.

Motion passed by voice vote.

6. CONSENT AGENDA

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

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of the Consent Agenda.

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

A. FDOT Offsite Maintenance Agreement, I-95 (SR 9) and US 1 (SR 5)

RESOLUTION NO. 2026-25: A RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING DESIGN AND CONSTRUCTION OF THE US1/I95 INTERCHANGE; AND SETTING FORTH AN EFFECTIVE DATE.

B. Bid Award - Public Works Generator

RESOLUTION NO. 2026-26: A RESOLUTION ACCEPTING A BID FROM ACCURATE POWER AND TECHNOLOGY, INC. FOR SERVICES TO FURNISH AND INSTALL A GENERATOR AT 501 N. ORCHARD (PUBLIC WORKS BUILDING), UNDER BID NO. 2026-12; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

C. Bid Award - Lift Station 4P Rehabilitation

RESOLUTION NO. 2026-27: A RESOLUTION ACCEPTING THE BID OF DANUS UTILITIES, INC. REGARDING THE LIFT STATION 4P IMPROVEMENTS PROJECT, UNDER BID NO. 2026-04; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

D. Work Authorization - McKim & Creed Construction Admin Services, Lift Station 4P Rehab

RESOLUTION NO. 2026-28: A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE LIFT STATION 4P REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

E. Work Authorization - Manhole Replacement Services, Hazen Construction

RESOLUTION NO. 2026-29: A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE MANHOLE REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

F. Request to Purchase - Sports Complex Generators

RESOLUTION NO. 2026-30: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE PURCHASE OF TWO GENERATORS (ONE 2024 MQ125 MODEL AND ONE 2022 MQ70 MODEL) OFF OF THE PURCHASE OPTION ON THE CURRENT RENTAL CONTRACT WITH RING POWER CORPORATION; AND SETTING FORTH AN EFFECTIVE DATE.

G. 34 Greenvale Drive, Easement Release

RESOLUTION NO. 2026-31: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF WILLARD W DAVIS JR. AND CRYSTAL D DAVIS RELEASING A PORTION OF A TEN FOOT (10.0'') DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 77 ORMOND GREEN PHASE II (34 GREENVALE DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

H. **Disposition Item:** Summary Of Administrative Variances Granted

I. **Disposition Item:** Waiving Conflict Of Advisory Board Appointee

Mayor Leslie confirmed there were no further comments on the consent agenda.

7. SECOND READING OF ORDINANCES

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

A. Ordinance Regarding Authority to Record Liens (Second Reading)

ORDINANCE NO. 2026-03: AN ORDINANCE AMENDING SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RECORDING OF LIENS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2026-03, on second reading, as read by title only.

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

8. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, events, and city projects. She offered thoughts and prayers to the officer who was shot in Deltona, thanking him for his service. She congratulated Police Chief Jesse Godfrey on his recent award and recognitions for his work in the community.

Commissioner Sargent thanked Ms. Shanahan for her comments regarding the local officer shooting and offered prayers to the six service members who died and those who were injured overseas in the recent conflict. He reviewed events he attended and stated he looked forward to the report on the city's water use and quality, noting misinformation stated earlier in the meeting regarding fluke worms. He inquired if Mr. Randy Hayes, City Attorney, could address the timeline of the Tomoka Reserve development; whereby, Mr. Hayes stated there could not be a comment.

Commissioner Deaton requested Mr. Finley speak on the Federal Aviation Administration (FAA) related questions the Commission received during the week; whereby, Mr. Finley explained the feedback received by FAA representatives indicated all airport property should be zoned for airport light industrial, noting it was unlikely other zoning would be approved due to potential grant issuance conflicts. He explained the FAA would require surveys and analysis to be completed, noting the required surveys were planned to be completed in fiscal year 2027/2028 as part of the master plan update.

Mayor Leslie inquired if the feedback from the FAA was available for residents on the website; whereby, Mr. Finley stated he would look into it.

Commissioner Deaton discussed state legislation regarding electric bicycles (e-bikes).

Commissioner Tolland thanked the finance staff for their work on the workshop and starting the budget process earlier than prior years. She requested staff provide information regarding the Brownfield areas brought up recently by residents. She discussed the Citizen of the Month program Commissioner Deaton previously suggested; whereby, Ms. Shanahan stated she would look into it.

Mayor Leslie offered prayers to the local officer involved in the shooting and thanked staff for their work on the budget kick-off workshop. He discussed Bike Week activities and invited residents to a charity event he would be at later in the week.

Commissioner Tolland announced a Founder's Day event and encouraged all to attend.

Social Media and State of the County

Commissioner Sargent expressed concerns with comments made online through social media platforms. He noted a comment made about his absence from the Volusia County State of the County event and explained he had a board meeting for Halifax Hospital that day and was unable to attend.

Commissioner Deaton discussed missing Volusia County's State of the County event due to work obligations. She explained she watched the presentation online and the relationships she had with county officials. She expressed understanding of constructive criticism, noting there were positive and professional ways to go about it online.

Commissioner Briley stated he was unaware of online comments made, noting he was unable to attend the State of the County event due to his attendance at the Transportation Planning Organization (TPO) meeting and provided an update regarding e-bike regulations.

Mayor Leslie clarified he was at the State of the County event for a majority of the event and had to leave early due to a previously scheduled appointment. He highlighted the relationships with county officials.

Halifax Drive and Granada Boulevard

Commissioner Deaton voiced concerns regarding the recently redesigned intersection at Halifax Drive and East Granada Boulevard. She requested staff reach out to the Florida Department of Transportation (FDOT) to help address the concerns.

Mr. Finley stated staff met with FDOT to discuss the two main concerns staff had with the intersection, indicating FDOT would look into it. He noted FDOT received a request from Commissioner Briley regarding the intersection.

Commissioner Briley discussed a conversation he had with FDOT regarding the intersection and a traffic light along Nova Road.

Commissioner Tolland noted the positive relationship with FDOT and her hopes they will make things right at the intersection.

9. ADJOURNMENT

Mayor Leslie adjourned the meeting at 7:55 PM.

APPROVED: March 24, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.A.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	FDOT Construction Agreement - Granada Sidewalks		
Recommended Action	Staff recommends approval and execution of the Construction Agreement with FDOT.		
Strategic Goal	Economic Development - Actively consider Community Redevelopment Authority (CRA) projects in both the Granada and Ormond Crossings Districts to spur development/redevelopment and associated investment.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to approve the Construction Agreement with the Florida Department of Transportation (FDOT) regarding the downtown sidewalks.

As discussed during the downtown sidewalk discussion item that took place during the February 17, 2026 City Commission meeting, this item approves the construction of the Granada Sidewalks to revert to FDOT standards, and once completed, transfers the ongoing maintenance and liability of the sidewalks back to FDOT.

Financial Impact

There are no direct financial impacts associated with the Construction Agreement. Staff intends to award the construction of this project through the Construction Manager at Risk program (CM@R), a work authorization for construction will come back to the City Commission at a future Commission meeting.

Citizen Impact

This project will provide for uniform and safe sidewalks throughout the downtown corridor.

Attachments

1. 26-24 FDOT Constr Agr-Granada sidewalks (P26-0017G)
2. FDOT Construction Agreement

3. Exhibit A - Granada Sidewalk Plans

RESOLUTION NO. 2026-24

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING CONSTRUCTION OF SIDEWALKS ALONG DOWNTOWN GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Construction Agreement with the Florida Department of Transportation (FDOT) for the construction of sidewalks along downtown Granada Boulevard, and

WHEREAS, when completed, FDOT will assume ownership, maintenance and liability for said sidwalks, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Construction Agreement with the Florida Department of Transportation for the construction of sidewalks along downtown Granada Boulevard, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Construction Agreement No.: Temp: 0322544

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) 1650 N Kepler Road, DeLand, FL 32724 (hereinafter referred to as the "DEPARTMENT") and (Name) City of Ormond Beach (Address) 22 S Beach Street, Ormond Beach, FL 32174 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR SR 40 Section 150 Subsection 000 from Begin MP 0.000 to End MP 1.481 Local Name _____ located in Volusia County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **See attached Exhibit A Scope of Services/Special Provisions/Plans.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars ($_____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars ($_____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars ($_____). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either the DEPARTMENT'S or Construction Coordinator's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S and Construction Coordinator's liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement, if any, shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
    B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

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

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:

Name Shawn Finley Title Assistant City Manager
Office No. (386) 610-0411 ext. Cell _____ Email shawn.finley@ormondbeach.org
Address _____

DEPARTMENT CONTACT INFORMATION:

Name _____ Title _____
Office No. _____ Cell _____ Email _____
Address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR – City of Ormond Beach

By: _____

Jason Leslie, Mayor

Attest: _____

Joyce A. Shanahan, City Manager

_____(Date)

DEPARTMENT OF TRANSPORTATION

By: _____(Signature)

_____(Print Name)

_____(Title)

_____(Date)

Legal Review:

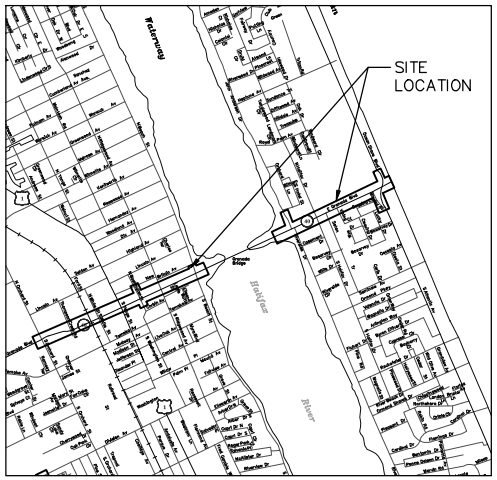
_____

Exhibit A

GRANADA BLVD. STREETSCAPE SIDEWALK

CITY OF ORMOND BEACH

= SITE LOCATION



SITE LOCATION MAP

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1

KRISTEN DEATON, ZONE 3

TRAVIS SARGENT, ZONE 2

HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

PROJECT INTENT:

THE SCOPE OF THIS PROJECT IS TO REPAIR THE SIDEWALK BANDING WITHIN THE STREETSCAPE FROM ORCHARD STREET TO S. ATLANTIC AVENUE, INCLUDING SIDE STREETS AS DETAILED WITHIN THESE PLANS. ALL THE EXISTING ON-GRADE PLANTERS, TREE GRATE/PLANTER BOX CONCRETE PATCH AREAS AND CRACKED CONCRETE PANELS WILL BE REPLACED AS PART OF THIS PROJECT. ALL EXISTING CONCRETE PAVERS WILL BE REMOVED AND REPLACED AS DETAILED WITHIN THESE STREETSCAPE PLANS.

DRAWINGS ARE TO SCALE AT 24X36

PREPARED BY THE ENGINEERING DIVISION

SHEET	DESCRIPTION
	GENERAL
001	COVER SHEET & PROJECT LOCATION MAP
002	KEY SHEET
003	PROJECT INFORMATION
	UPTOWN DEMOLITION
101	DEMOLITION PLAN GRANADA BLVD STA 1+00 – 7+00
102	DEMOLITION PLAN GRANADA BLVD STA 7+00 – 13+00
103	DEMOLITION PLAN GRANADA BLVD STA 13+00 – 19+00
104	DEMOLITION PLAN GRANADA BLVD STA 19+00 – 24+00
	DOWNTOWN DEMOLITION
105	DEMOLITION PLAN GRANADA BLVD STA 25+50 – 32+00
106	DEMOLITION PLAN GRANADA BLVD STA 32+00 – 38+00
107	DEMOLITION PLAN GRANADA BLVD STA 38+00 – 44+00
108	DEMOLITION PLAN GRANADA BLVD STA 44+00 – 48+00
109	DEMOLITION PLAN WASHINGTON ST
110	DEMOLITION PLAN NORTH & SOUTH BEACH ST
	BEACHSIDE DEMOLITION
111	DEMOLITION PLAN GRANADA BLVD STA 61+50 – 68+00
112	DEMOLITION PLAN GRANADA BLVD STA 68+00 – 74+00
113	DEMOLITION PLAN GRANADA BLVD STA 74+00 – 80+00
114	DEMOLITION PLAN GRANADA BLVD STA 80+00 – 86+00
115	DEMOLITION PLAN GRANADA BLVD STA 86+00 – 89+00/BOVARD
116	DEMOLITION PLAN JOHN ANDERSON DR
117	DEMOLITION PLAN S ATLANTIC AVE
	UNDERPASS DEMOLITION
118	DOWNTOWN UNDERPASS
119	BEACHSIDE UNDERPASS
	UPTOWN SIDEWALK PLAN
201	SIDEWALK PLAN GRANADA BLVD STA 1+00 – 7+00
202	SIDEWALK PLAN GRANADA BLVD STA 7+00 – 13+00
203	SIDEWALK PLAN GRANADA BLVD STA 13+00 – 19+00
204	SIDEWALK PLAN GRANADA BLVD STA 19+00 – 24+00
	DOWNTOWN SIDEWALK PLAN
205	SIDEWALK PLAN GRANADA BLVD STA 25+50 – 32+00
206	SIDEWALK PLAN GRANADA BLVD STA 32+00 – 38+00
207	SIDEWALK PLAN GRANADA BLVD STA 38+00 – 44+00
208	SIDEWALK PLAN GRANADA BLVD STA 44+00 – 48+00
209	SIDEWALK PLAN WASHINGTON ST
210	SIDEWALK PLAN NORTH & SOUTH BEACH ST
	BEACHSIDE SIDEWALK PLAN
211	SIDEWALK PLAN GRANADA BLVD STA 61+50 – 68+00
212	SIDEWALK PLAN GRANADA BLVD STA 68+00 – 74+00
213	SIDEWALK PLAN GRANADA BLVD STA 74+00 – 80+00
214	SIDEWALK PLAN GRANADA BLVD STA 80+00 – 86+00
215	SIDEWALK PLAN GRANADA BLVD STA 86+00 – 89+00/BOVARD
216	SIDEWALK PLAN JOHN ANDERSON DR
217	SIDEWALK PLAN S ATLANTIC AVE
	UNDERPASS SIDEWALK PLAN
218	DOWNTOWN UNDERPASS
219	BEACHSIDE UNDERPASS
	DETAILS
301	STANDARD & CONSTRUCTION DETAILS
302	SIDEWALK DETAILS
303	SIDEWALK DETAILS
304	STANDARD DETAILS
305	MAINTENANCE OF TRAFFIC
306	MAINTENANCE OF TRAFFIC
307	MAINTENANCE OF TRAFFIC



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK

KEY SHEET

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 002

LANE CLOSURE SCHEDULE - SR-40

ORCHARD ST TO SR-5 / US-1 (MP 29.402 - MP 30.357)
NO LANE CLOSURES - 2:00 PM TO 6:00 PM - NORTHBOUND
NO LANE CLOSURES - 2:00 PM TO 6:00 PM - SOUTHBOUND

SR-5 / US-1 TO HALIFAX DR (MP 0.000 - MP 1.110)
NO LANE CLOSURES - 7:00 AM TO 8:00 PM - EASTBOUND
NO LANE CLOSURES - 7:00 PM TO 8:00 PM - WESTBOUND

HALIFAX DR TO SR-A1A (MP 1.110 - MP 1.481)
NO RESTRICTIONS

POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 40 MPH
(TAKEN FROM CONTRACT PLANS, DATED 06/29/12)
(FINANCIAL PROJECT ID: 424904-1-52-01)

NO WORK ALLOWED:

NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS, OR FDOT SPECIAL EVENTS DATES, INCLUDING DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, BLACK COLLEGE REUNION AND BIKETOBERFEST.

MAINTENANCE OF TRAFFIC:

- ALL WORK PERFORMED WITHIN THE FDOT R/W SHALL BE IN ACCORDANCE WITH 2026 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION 2026 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2026-27.
- ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL WORK IS COMPLETE.

CALL BEFORE YOU DIG:

- PURSUANT TO CHAPTER 556, FLORIDA STATUTES, AS AMENDED, AN EXCAVATOR OF THE WORK PERFORMED UNDER THE SCOPE OF THESE PLANS SHALL CALL THE "SUNSHINE STATE ONE-CALL OF FLORIDA" AT 1-800-432-4770, NOT LESS THAN TWO OR MORE THAN FIVE BUSINESS DAYS BEFORE BEGINNING EXCAVATION.

- VOLUSIA COUNTY TRAFFIC ENGINEERING IS NOT A MEMBER OF SUNSHINE ONE-CALL. ALL SIGNAL LOCATES WILL NEED TO BE REQUESTED FROM TRAFFIC ENGINEERING (386) 239-6537, AT LEAST ONE BUSINESS DAY PRIOR TO BEGINNING WORK.

DEMOLITION:

- ALL REMOVED CONCRETE PAVERS SHALL BE GIVEN TO A RECYCLE COMPANY & NOT BE DISPOSED OF IN A LANDFILL.
- ALL OTHER REMOVED MATERIALS SHALL BE REMOVED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
- ALL EXISTING ON-GRADE RECTANGULAR PLANTER & BULB OUT AREAS SHALL BE PREPPED TO REMOVE ALL PLANT MATERIALS AND ASSOCIATED MATERIALS TO PROPERLY BE PREPPED FOR NEW CONCRETE CONCRETE SIDEWALK. REFER TO DETAILS A-1, B-1, C-1, D-1, E-1 & G-1 AND OTHER PLANTER AREAS IDENTIFIED ON THE DEMOLITION PLANS.
- ALL EXISTING ON-GRADE RECTANGULAR PLANTER & BULB OUT AREAS SHALL HAVE ALL IRRIGATION PARTS REMOVED AND CAPPED BACK TO THE MAIN LATERAL.
- THE BACKSIDE OF THE SIDEWALK THAT ABUTS SOD OR LANDSCAPE AREAS, THE EXISTING MULCH SHALL BE REMOVED TO 3" INCHES BELOW THE SIDEWALK GRADE. THIS INCLUDES THE NOTCHES AREAS AROUND THE EXISTING TREES.
- ALL EXISTING PLANT MATERIALS/DEBRIS THAT IMPEDE THE WORK ON THE SIDEWALK RENOVATIONS SHALL BE TRIMMED BACK AND ANY REMOVALS SHALL BE APPROVED BY THE PROJECT MANAGER.
- ALL WOOD LANDSCAPE STRIPS SHALL BE REMOVED WITH SIDEWALK PROJECT AREA.
- ALL STUMPS WITHIN THE PLANTERS OR NOTCHED AREAS SHALL BE REMOVED.
- SEE DEMOLITION PLANS FOR PLANT MATERIALS TO BE REMOVED.

VEHICULAR DRIVEWAYS WORK:

- ALL VEHICULAR DRIVEWAYS WORK WILL BE NIGHT WORK AS NOT TO DISRUPT THE BUSINESSES.
- STEEL PLATES OR PLYWOOD WILL BE PLACED OVER FINISHED CONCRETE PAVERS FOR A MINIMUM OF FIVE (5) DAYS FOR CURING.

IRRIGATION NOTES:

- ALL EXISTING ON-GRADE RECTANGULAR PLANTER & BULB OUT AREAS SHALL HAVE ALL IRRIGATION PARTS REMOVED AND CAPPED BACK TO THE MAIN LATERAL.
- ALL EXISTING STUBBED UP/CAPPED IRRIGATION DUE TO THE REMOVAL OF THE RECTANGULAR PLANTER BOXES SHALL BE CAPPED BELOW THE NEW CONCRETE OR REMOVED BACK TO THE MAIN LATERAL IF FEASIBLE.

PROJECT LAYOUT NOTES:

- ALL NEWLY PLACED CONCRETE SHALL MATCH THE EXISTING GRADES OF THRESHOLDS, MANHOLES, ELECTRICAL BOXES AND EXISTING CONCRETE PANELS. SEE DETAILS.

PROJECT CALCULATIONS:

- ALL PROJECT QUANTITIES WERE MEASURED IN THE FIELD.
- SEE THE BID TAB, SECTION 00300 FOR PROJECT QUANTITIES

DOWNTOWN LOW KNEE WALL PAINTING:

- ON SHEET 207, THE LOW KNEE WALL SHALL BE PAINTED WITH SHERWIN WILLIAMS DURATION EXTERIOR ACRYLIC LATEX; SHEEN: LOW LUSTRE; COLOR: SW700; WHITE IRIS

APPLY TWO (2) COATS MINIMUM.

NO.	DATE	REVISIONS	BY
1	05-07-24	REVISED PER SHELL PAVER	CSC
2	05-28-24	REVISED PER BULB OUTS	CSC

City of Ormond Beach
Engineering Division

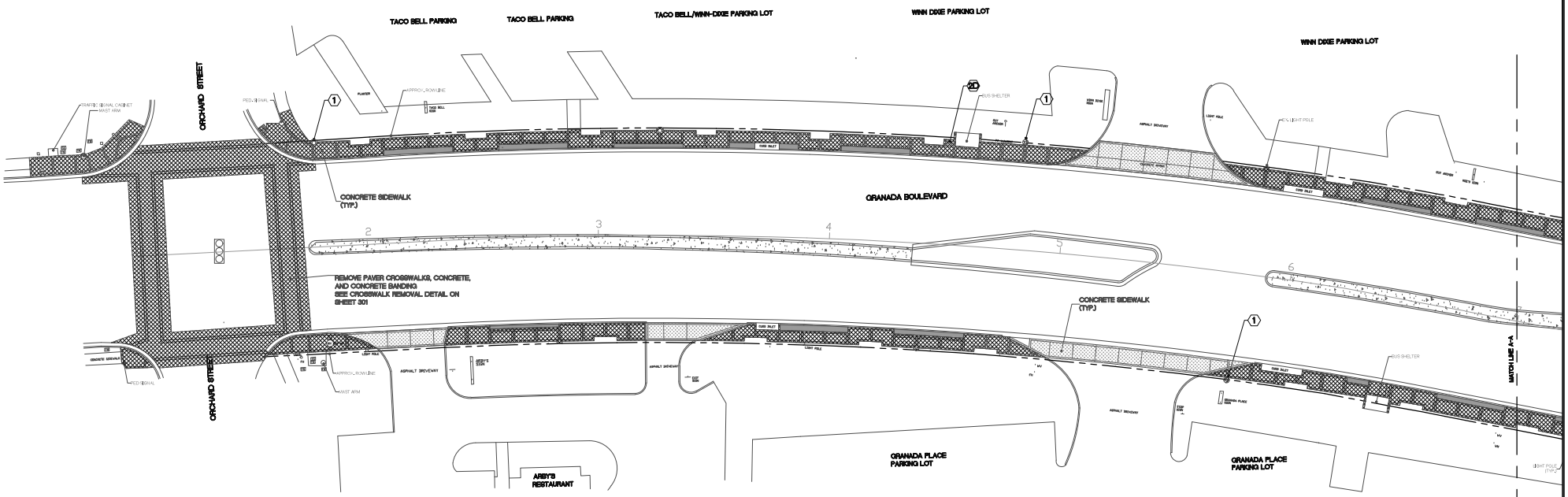
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK

PROJECT INFORMATION

DATE: 2/4/26 | PROJECT NO.: N/A
SCALE: N.T.S. | FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC | SHEET: 003



DEMOLITION LEGEND:

EXISTING CONCRETE AND PAVER SIDEWALK TO BE REMOVED

EXISTING DRIVEWAY APRONS BE REMOVED

EXISTING ON-GRADE PLANTERS TO BE REMOVED

2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

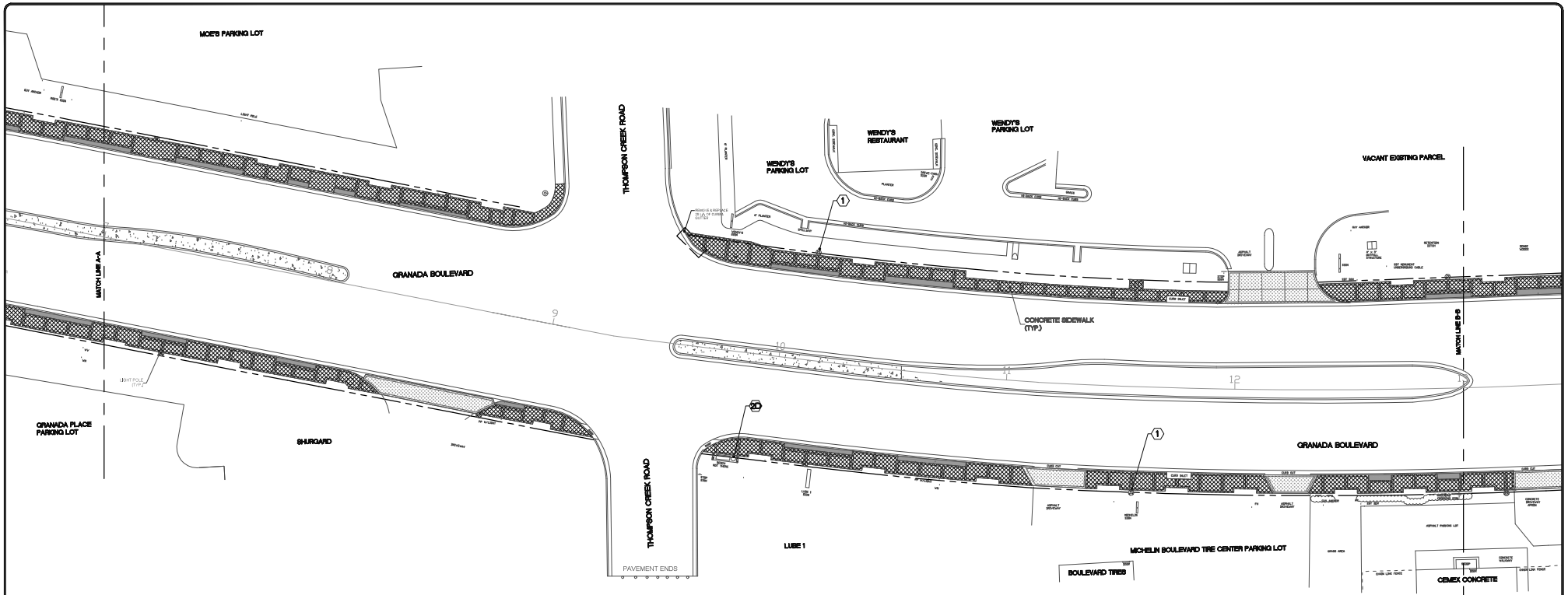
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 1+00 - 7+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 101



DEMOLITION LEGEND:

- EXISTING CONCRETE AND PAVER SIDEWALK TO BE REMOVED
- EXISTING DRIVEWAY APRONS BE REMOVED
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

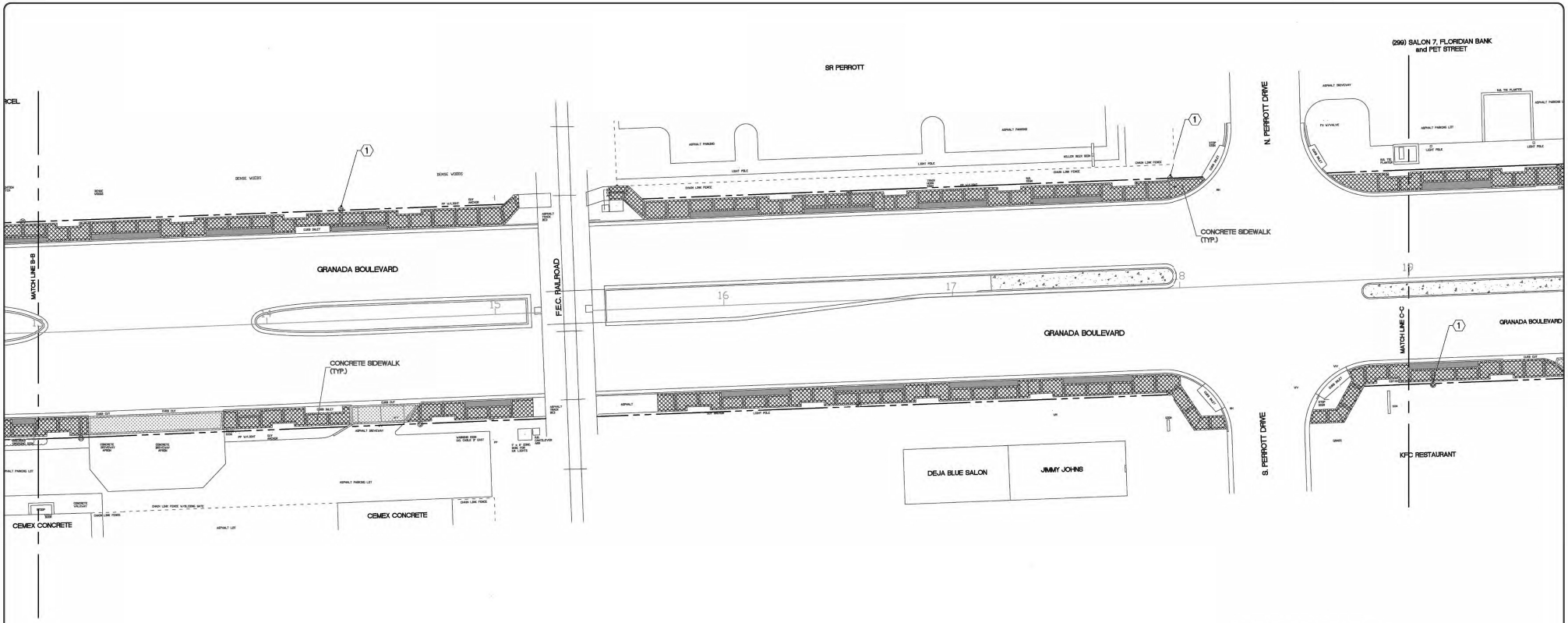
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 7+00 - 13+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 102



DEMOLITION LEGEND:

- EXISTING CONCRETE AND PAVER SIDEWALK TO BE REMOVED
- EXISTING DRIVEWAY APRONS BE REMOVED
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

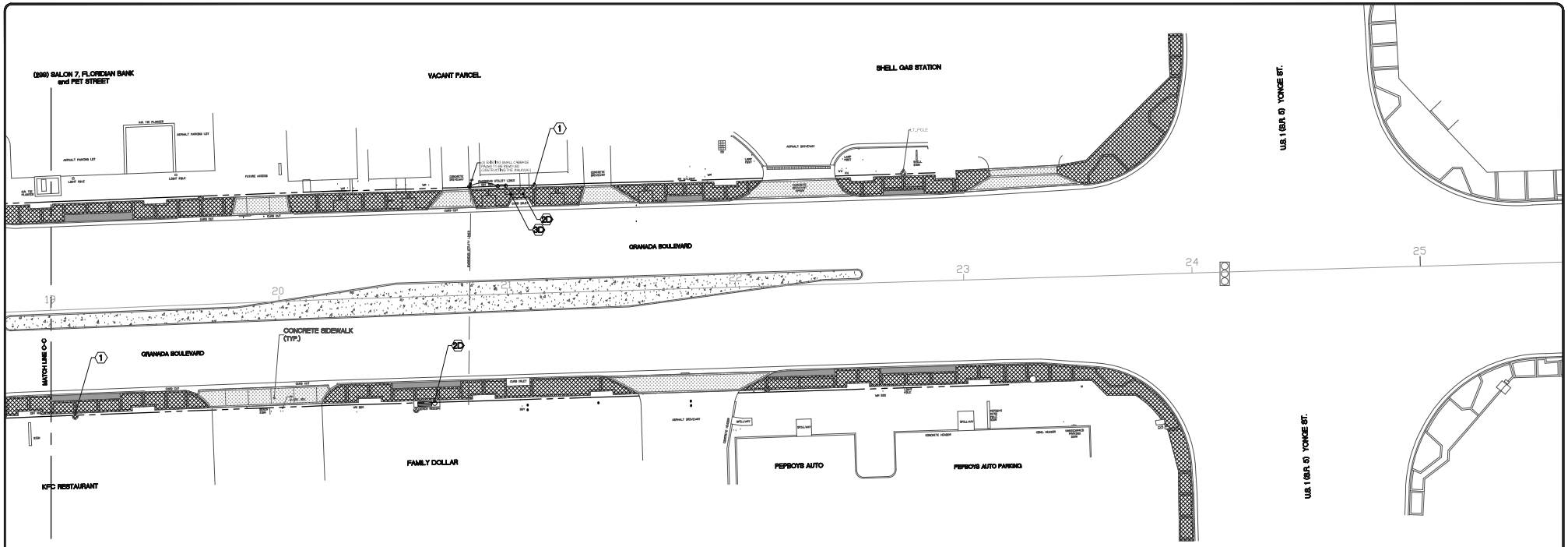
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 13+00 - 19+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 103



DEMOLITION LEGEND:

EXISTING CONCRETE AND PAVER SIDEWALK TO BE REMOVED

EXISTING DRIVEWAY APRONS BE REMOVED

EXISTING ON-GRADE PLANTERS TO BE REMOVED

2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

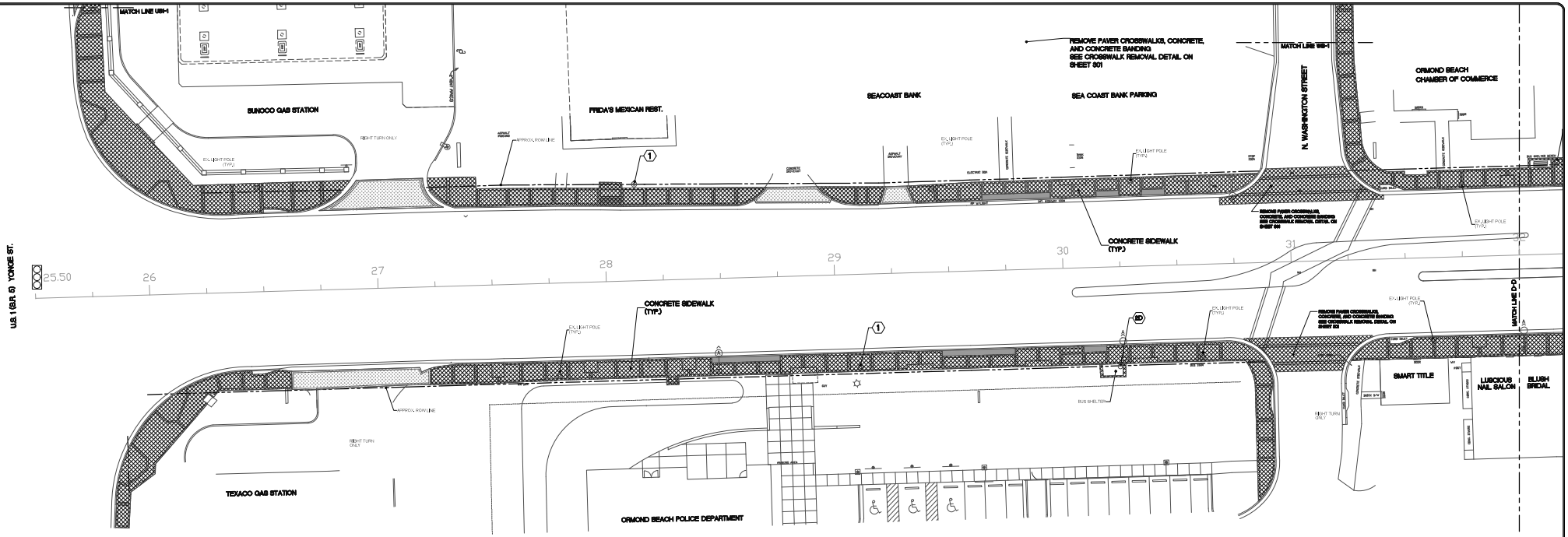
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

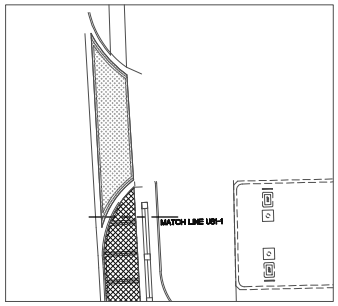
ALEX SCHMANN, P.E., CITY ENGINEER

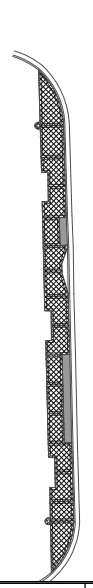
GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 19+00 - 24+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 104







DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CURBED BULB OUT TO REMAIN, HOWEVER PLANTINGS AND IRRIGATION TO BE REMOVED
- 2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- 3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- 1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	CSC

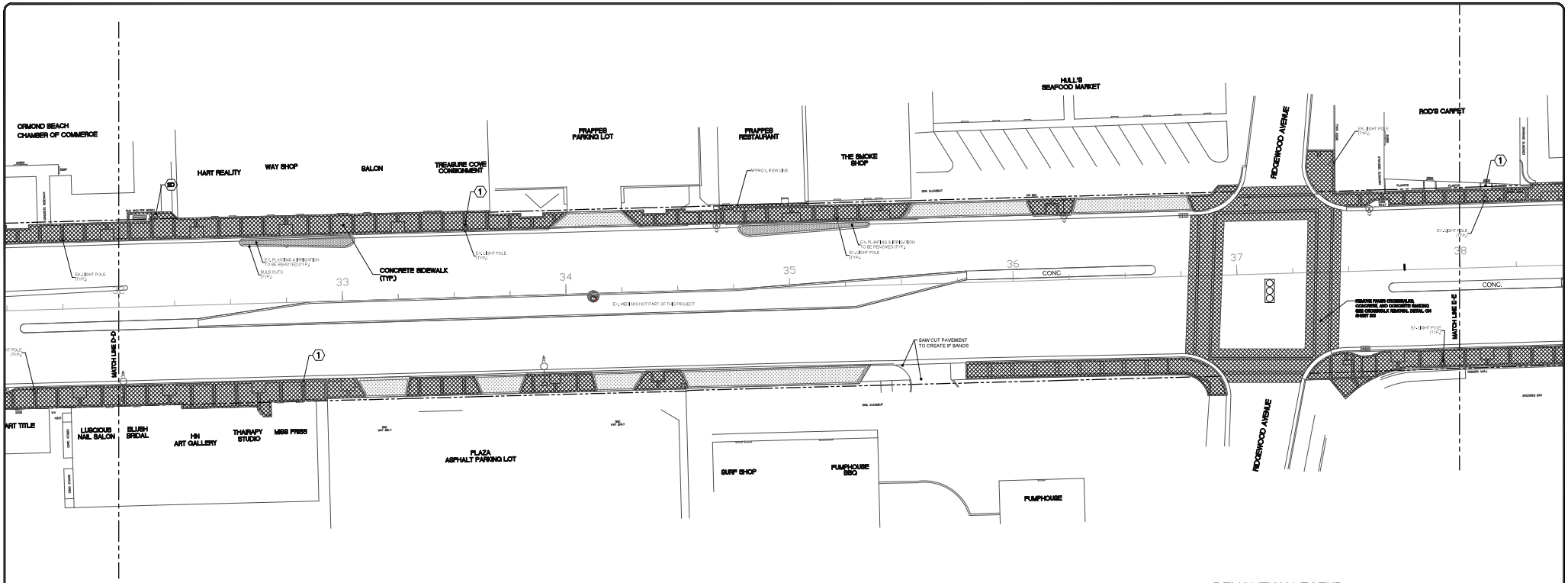
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 26+00 - 32+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 105



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CURBED BULB OUT TO REMAIN, HOWEVER PLANTINGS AND IRRIGATION TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	CSC

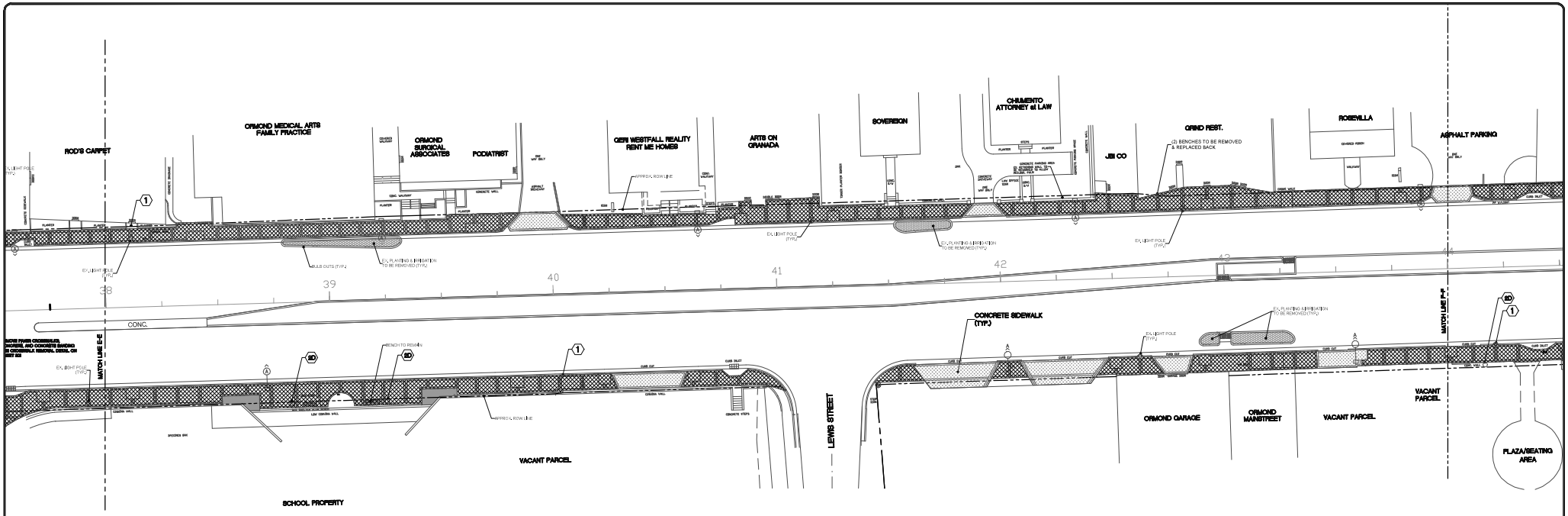
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 32+00 - 38+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 106



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CURBED BULB OUT TO REMAIN, HOWEVER PLANTINGS AND IRRIGATION TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	CSC

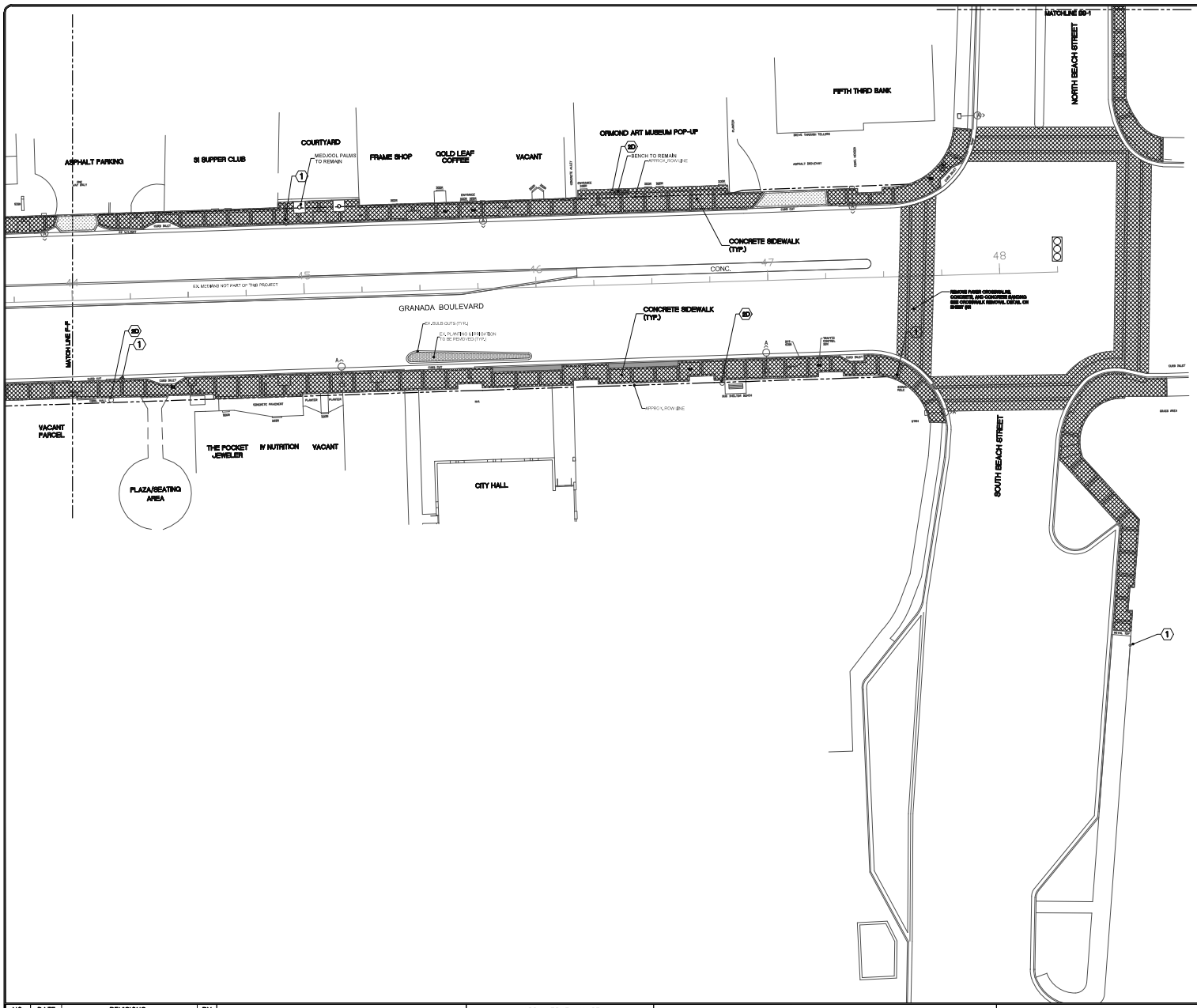
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 38+00 - 44+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 107



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CURBED BULB OUT TO REMAIN, HOWEVER PLANTINGS AND IRRIGATION TO BE REMOVED
- 2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- 3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- 1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	CSC

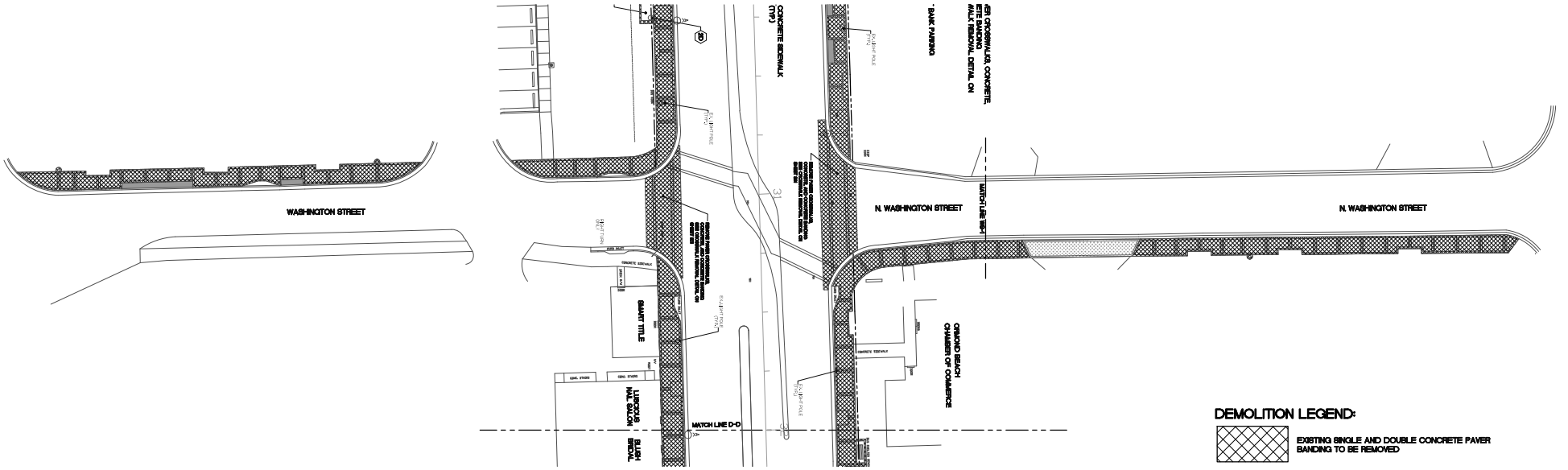
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 44+00 - 48+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 108



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CURBED BULB OUT TO REMAIN, HOWEVER PLANTINGS AND IRRIGATION TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

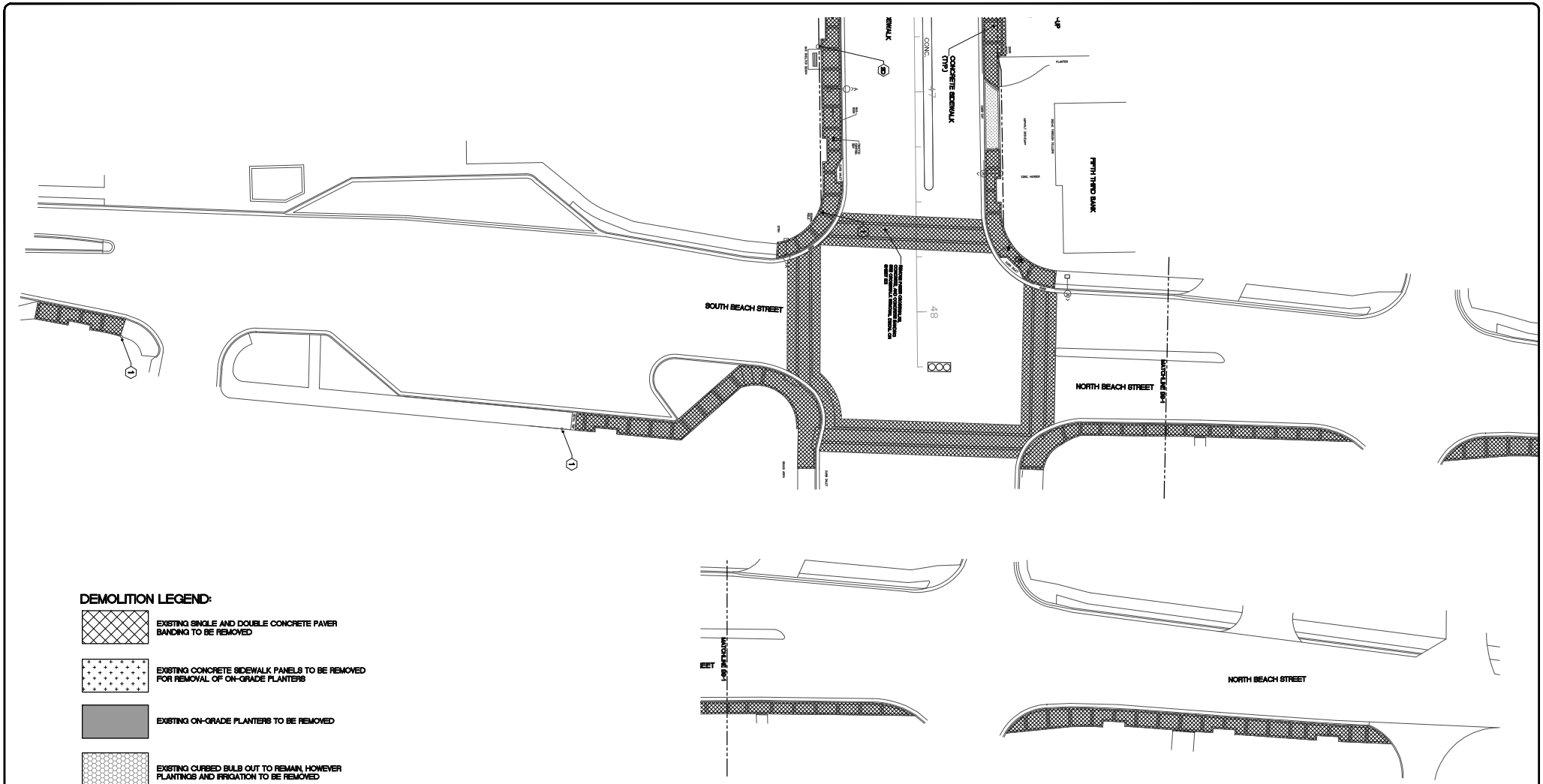
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

DEMOLITION PLAN
WASHINGTON ST

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 109



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CURBED BULB OUT TO REMAIN, HOWEVER PLANTINGS AND IRRIGATION TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

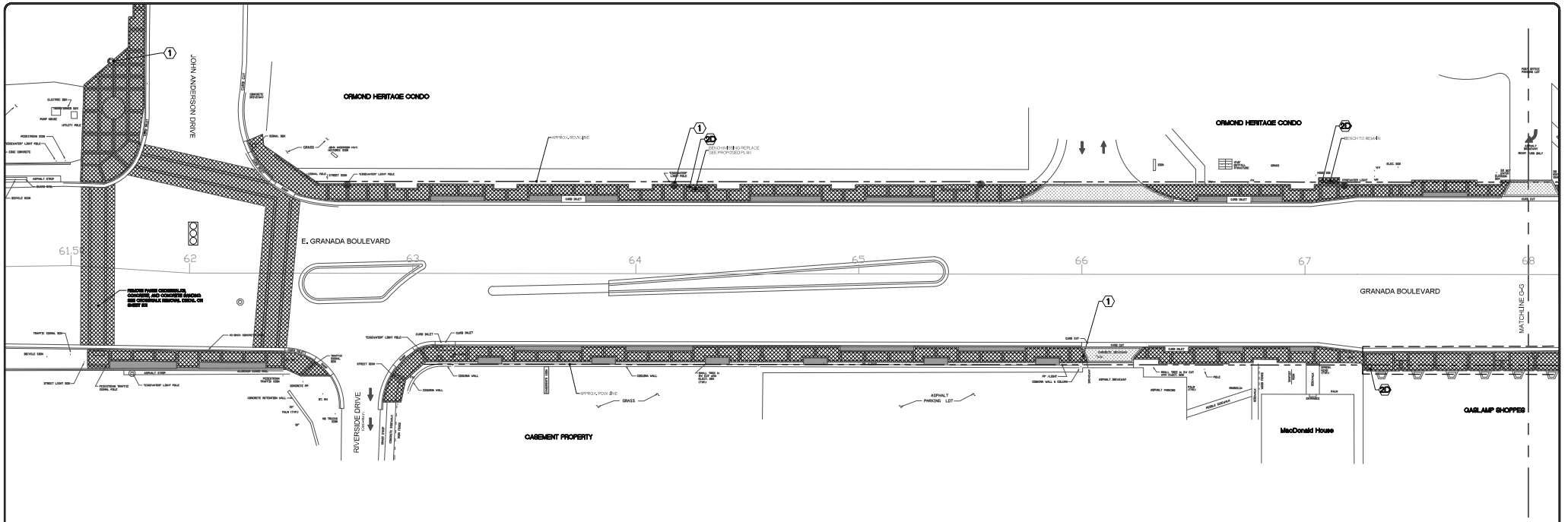
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

DEMOLITION PLAN
NORTH and SOUTH BEACH ST

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 110



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

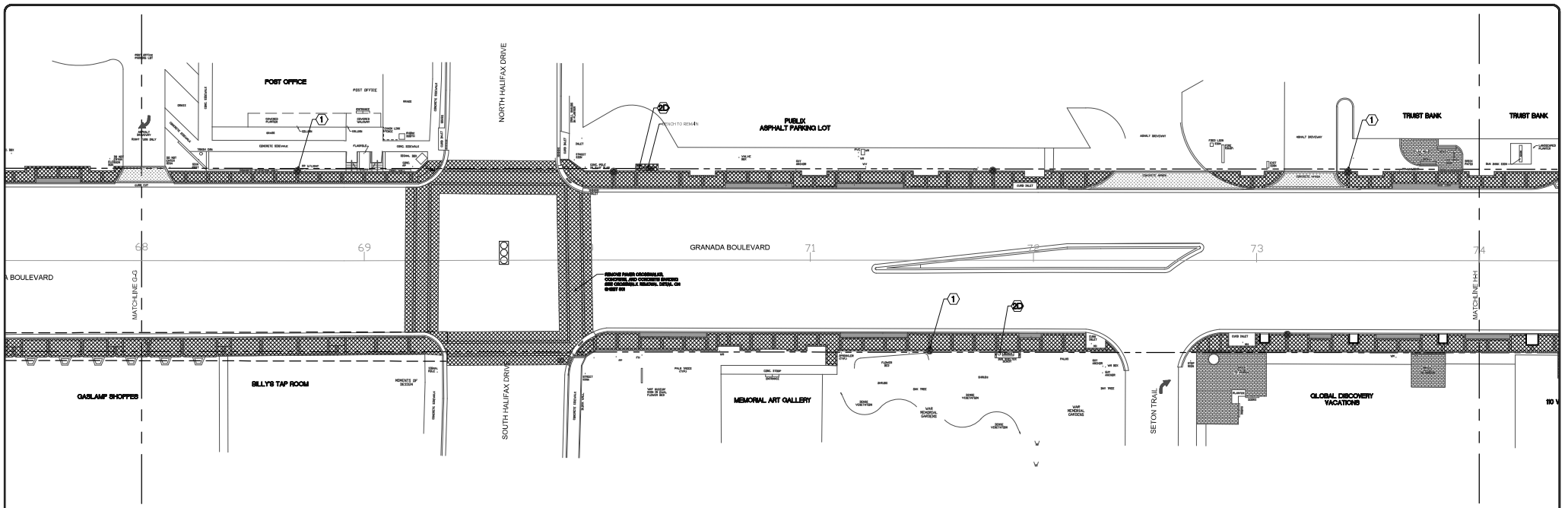
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 62+00 - 68+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 111



DEMOLITION LEGEND:

EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED

EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS

EXISTING ON-GRADE PLANTERS TO BE REMOVED

2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

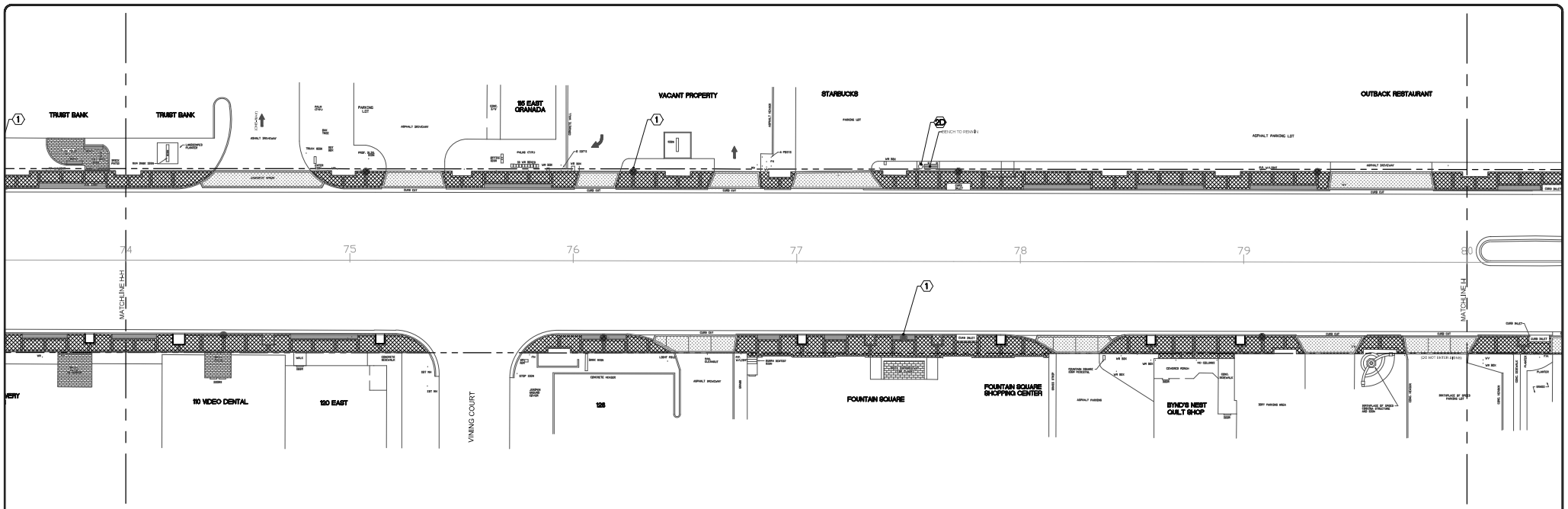
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 68+00 - 74+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET:112



DEMOLITION LEGEND:

EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED

EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS

EXISTING ON-GRADE PLANTERS TO BE REMOVED

2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

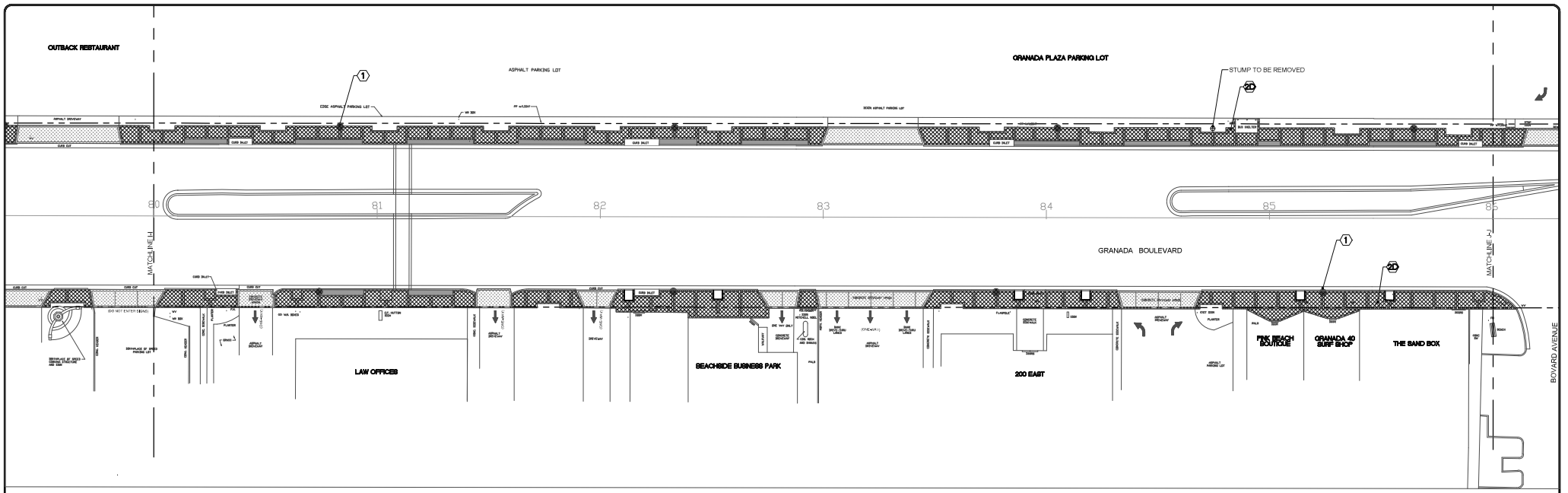
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 74+00 - 80+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 113



DEMOLITION LEGEND:

EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED

EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS

EXISTING ON-GRADE PLANTERS TO BE REMOVED

(2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

(3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

(1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

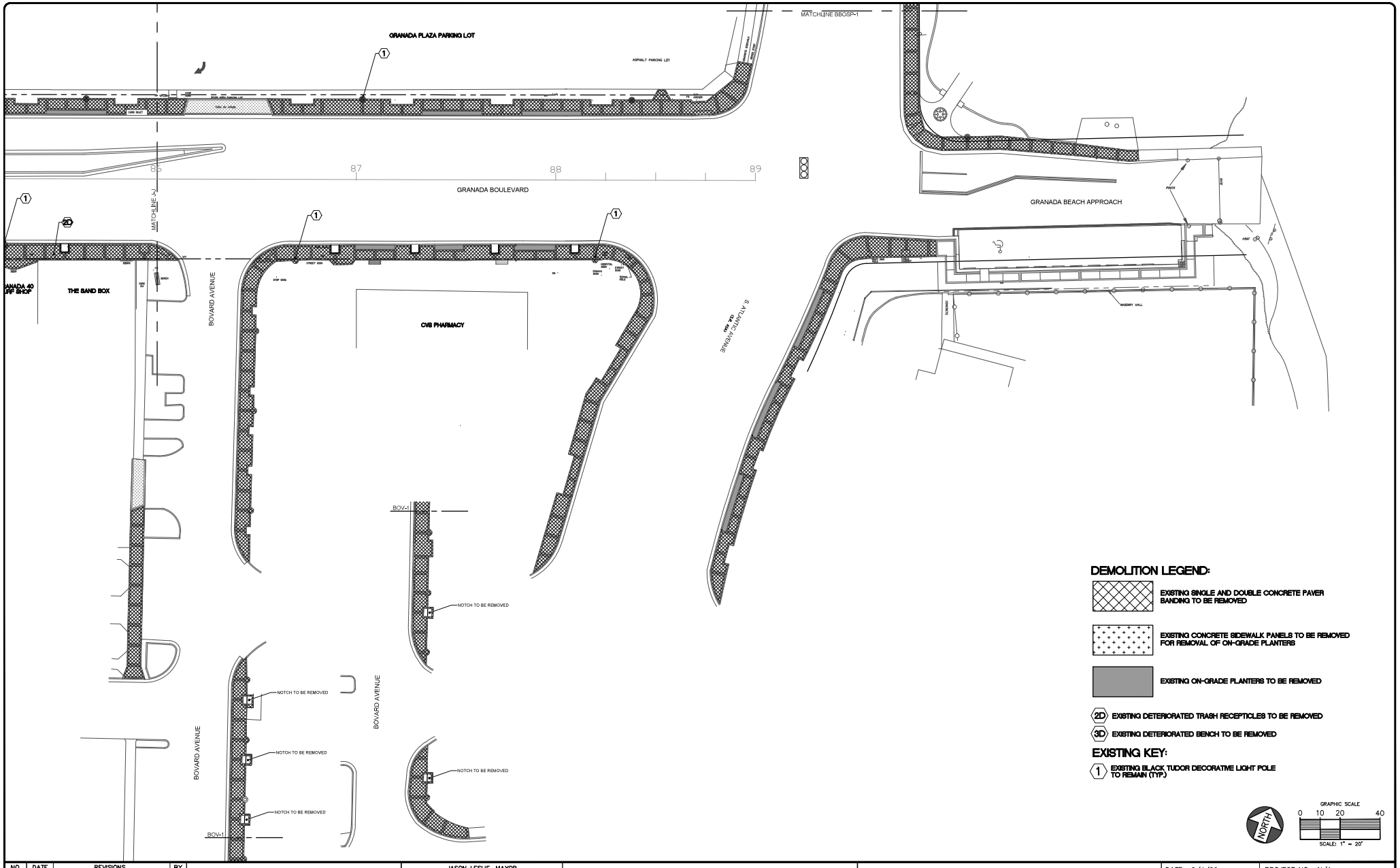
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 80+00 - 86+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 114



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 86+00 - 89+00/BOVARD

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
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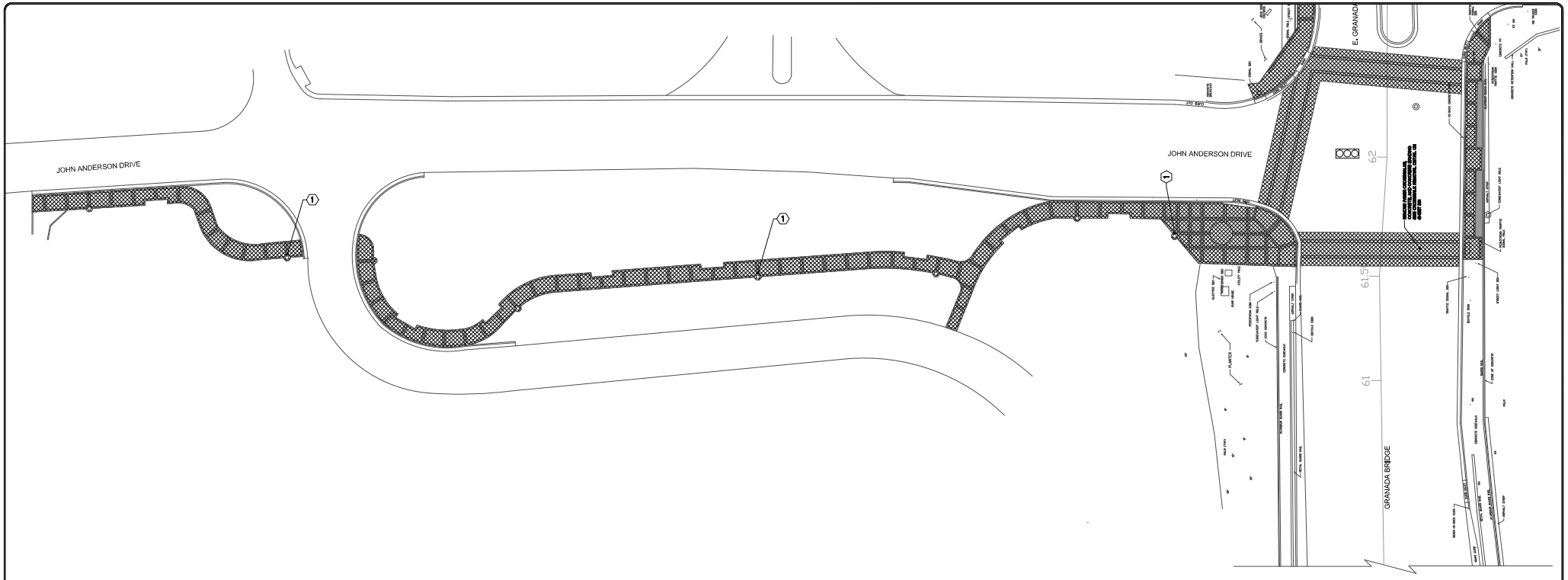


DEMOLITION LEGEND:

EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED

EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS

EXISTING ON-GRADE PLANTERS TO BE REMOVED

2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

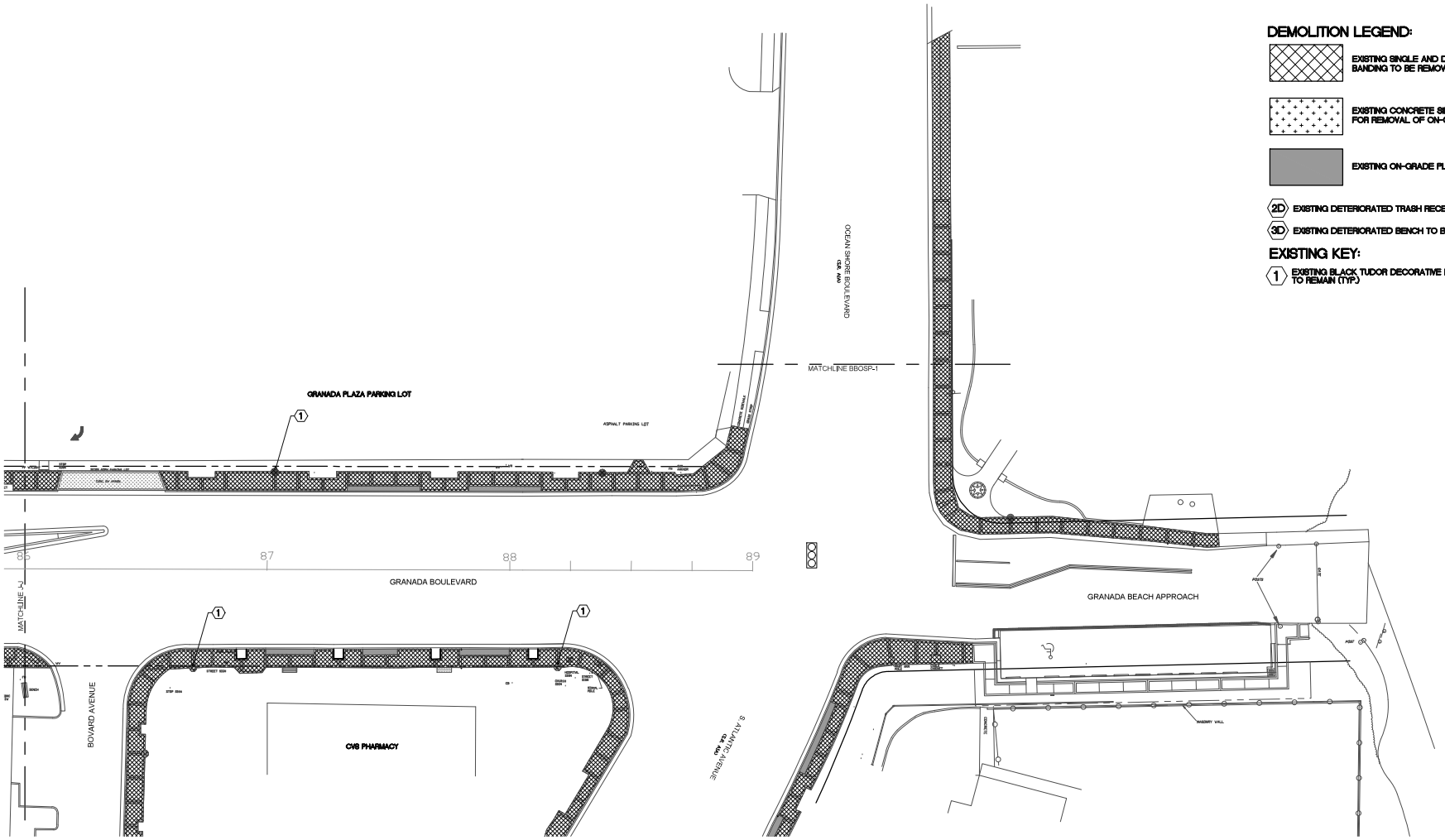
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

DEMOLITION PLAN
JOHN ANDERSON DR

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 116



NO.	DATE	REVISIONS	BY

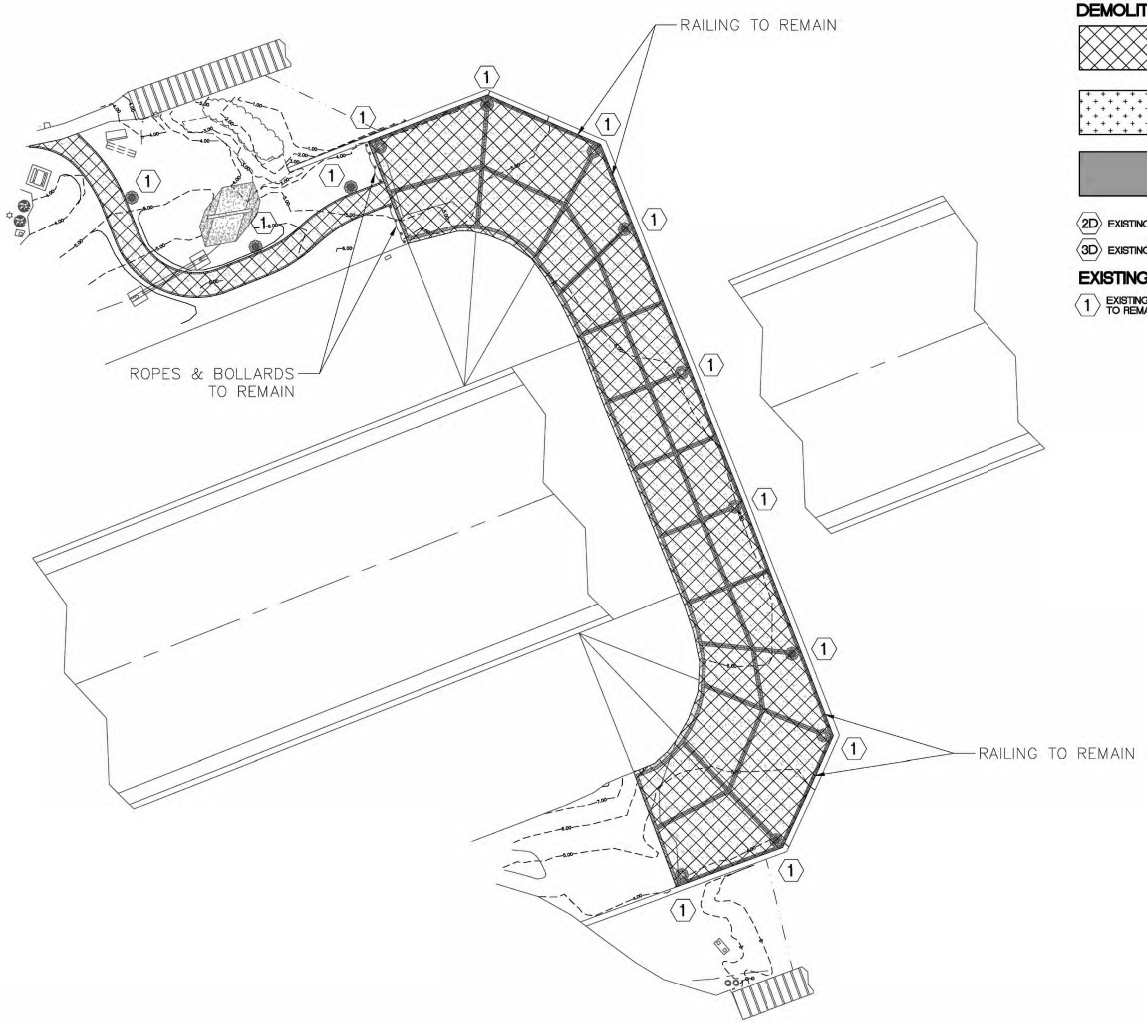
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

DEMOLITION PLAN
S. ATLANTIC AVE.

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 117



DEMOLITION LEGEND:

EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED

EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS

EXISTING ON-GRADE PLANTERS TO BE REMOVED

(2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED

(3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

(1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE TO REMAIN (TYP.)

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

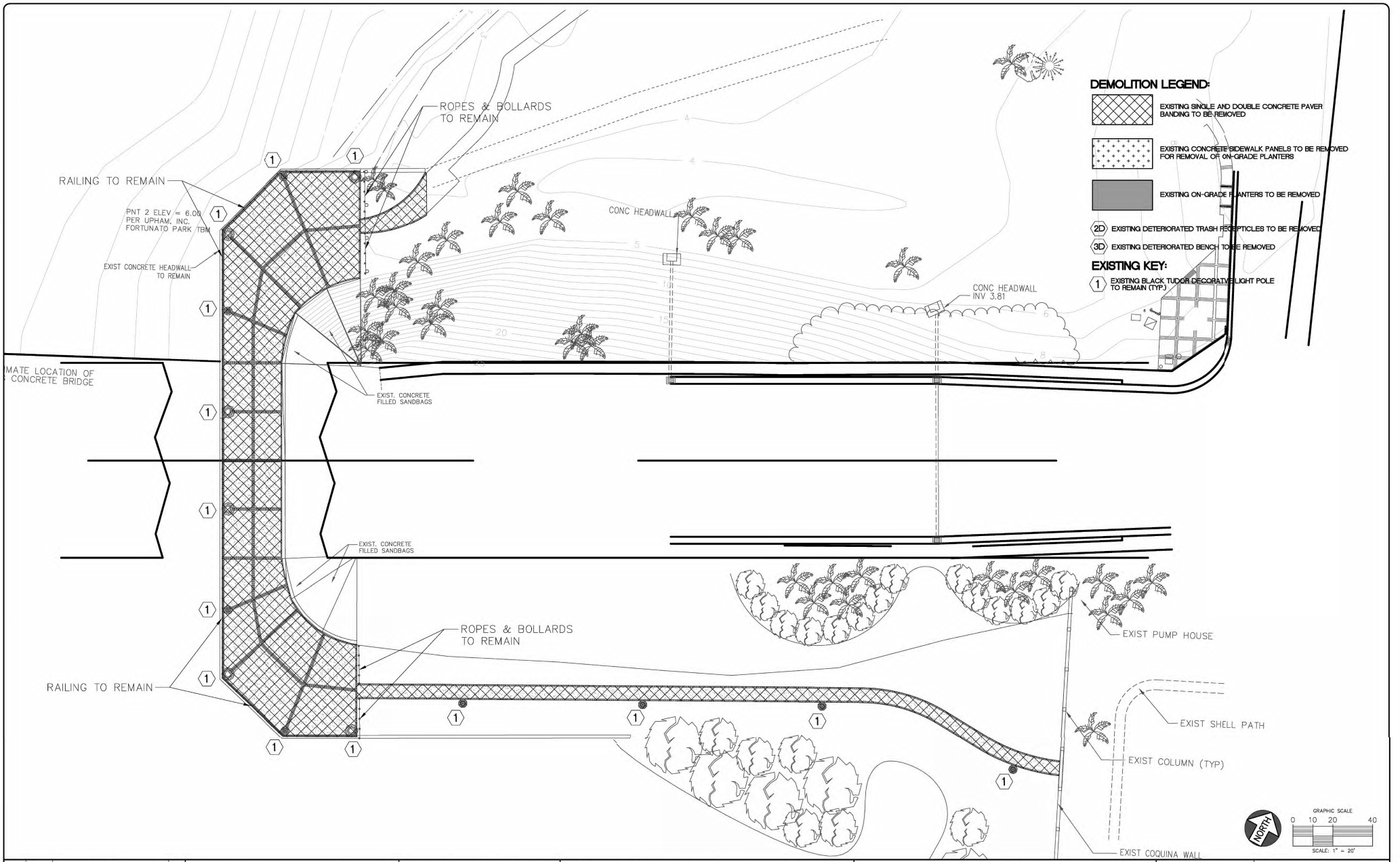
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "UNDERPASS"

DEMOLITION PLAN
DOWNTOWN UNDERPASS

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: BEACHSIDE_UNDERPASS.DWG
DRAWN BY: MC	SHEET: 118



NO.	DATE	REVISIONS	BY

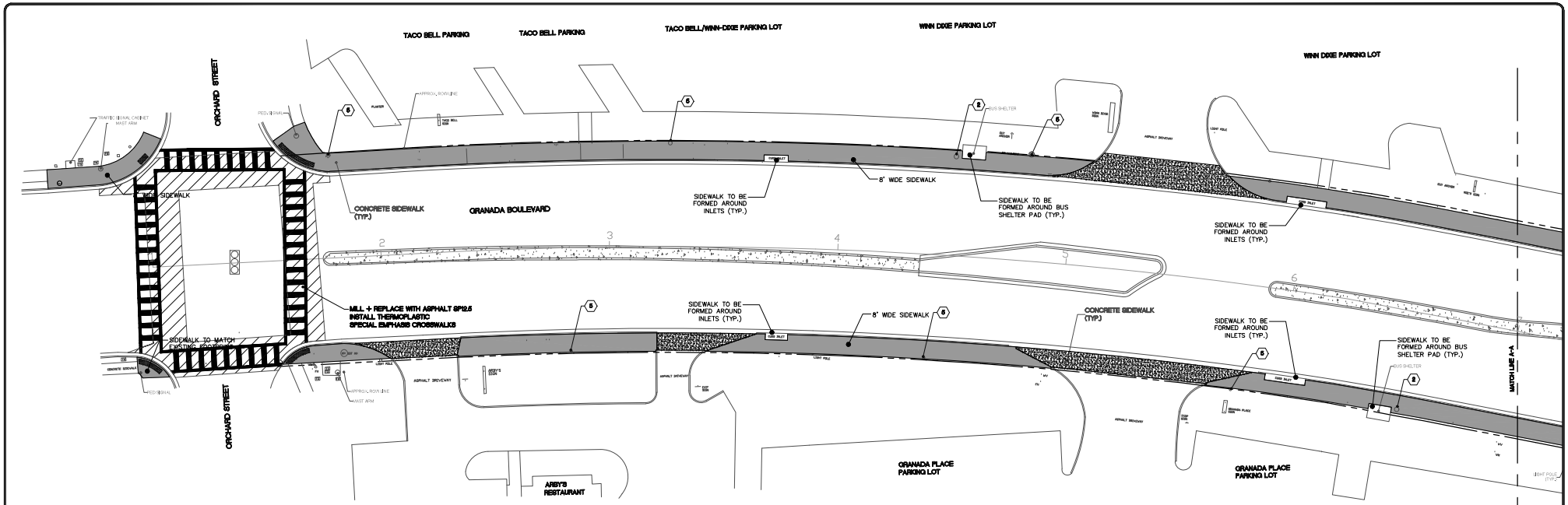
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "UNDERPASS"

DEMOLITION PLAN
BEACH SIDE UNDERPASS

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: BEACHSIDE_UNDERPASS.DWG
DRAWN BY: MC	SHEET: 119



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT
  COLOR: TERRACOTTA
  FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE
  SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE
  8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-07-24	REVISED PER SHELL PAVER	CSC

City of Ormond Beach
Engineering Division

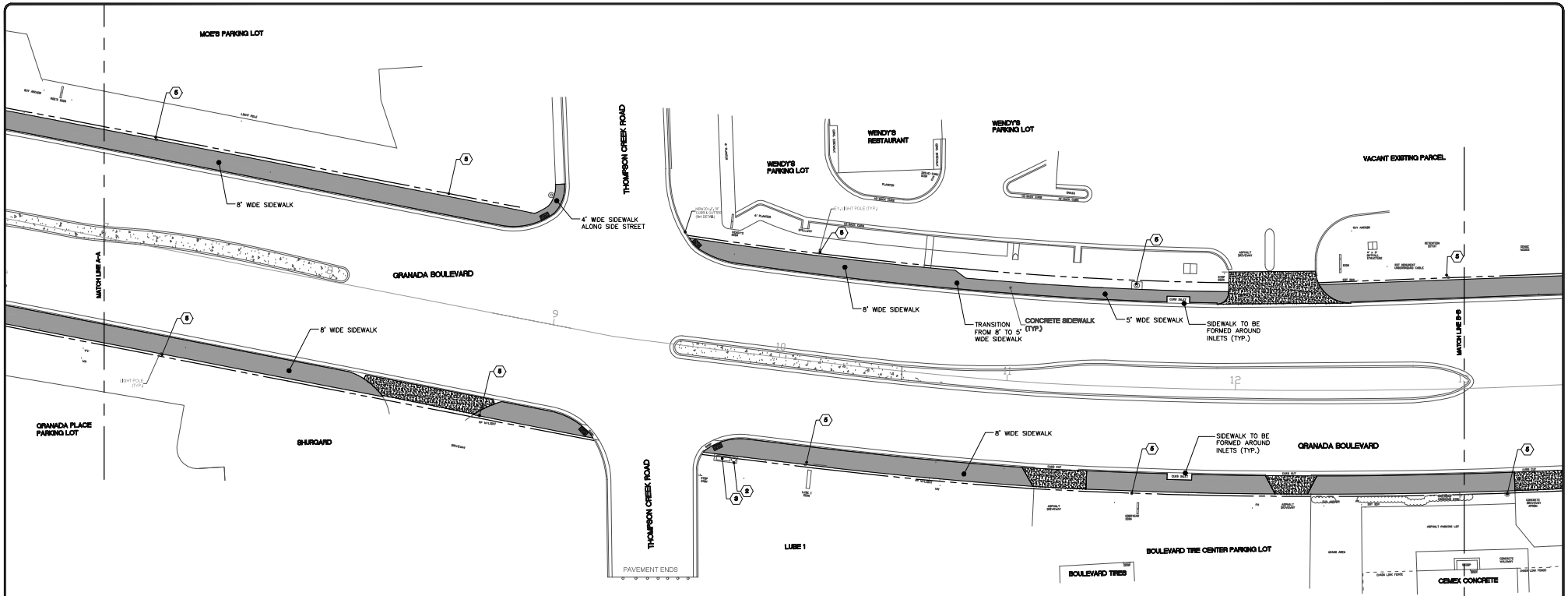
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 1+00 - 7+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 201



NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR: TERRACOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

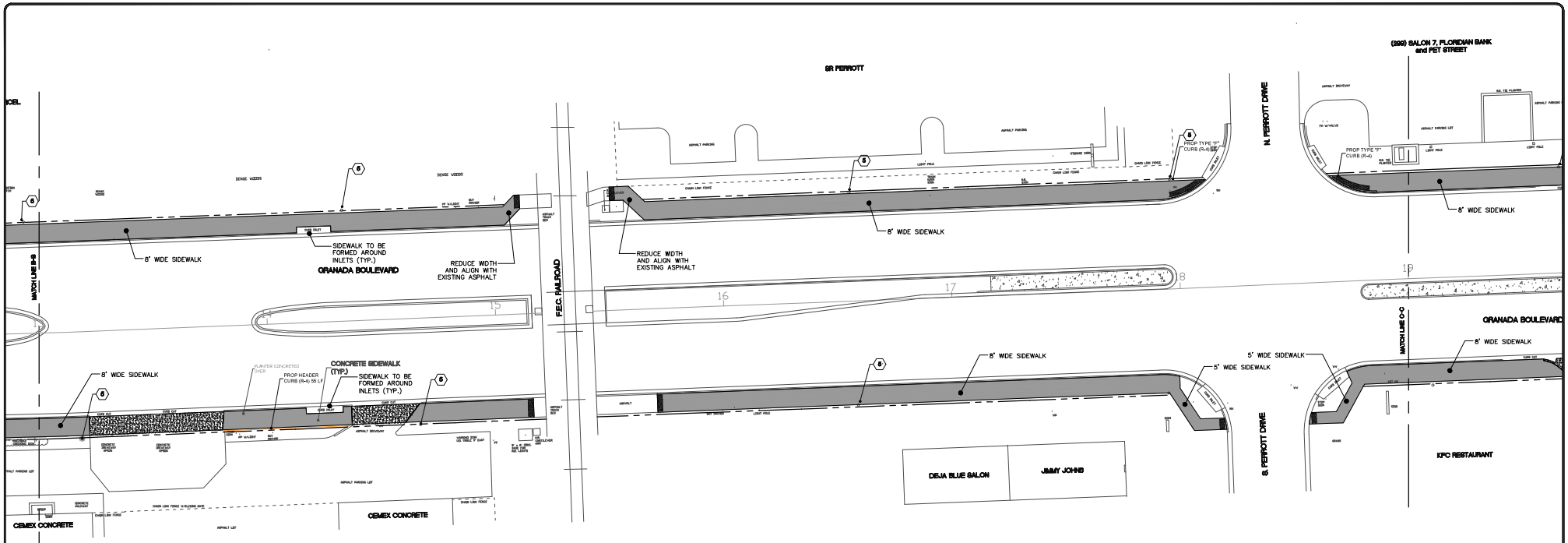
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 7+00 - 13+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 202



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR: TERRICOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

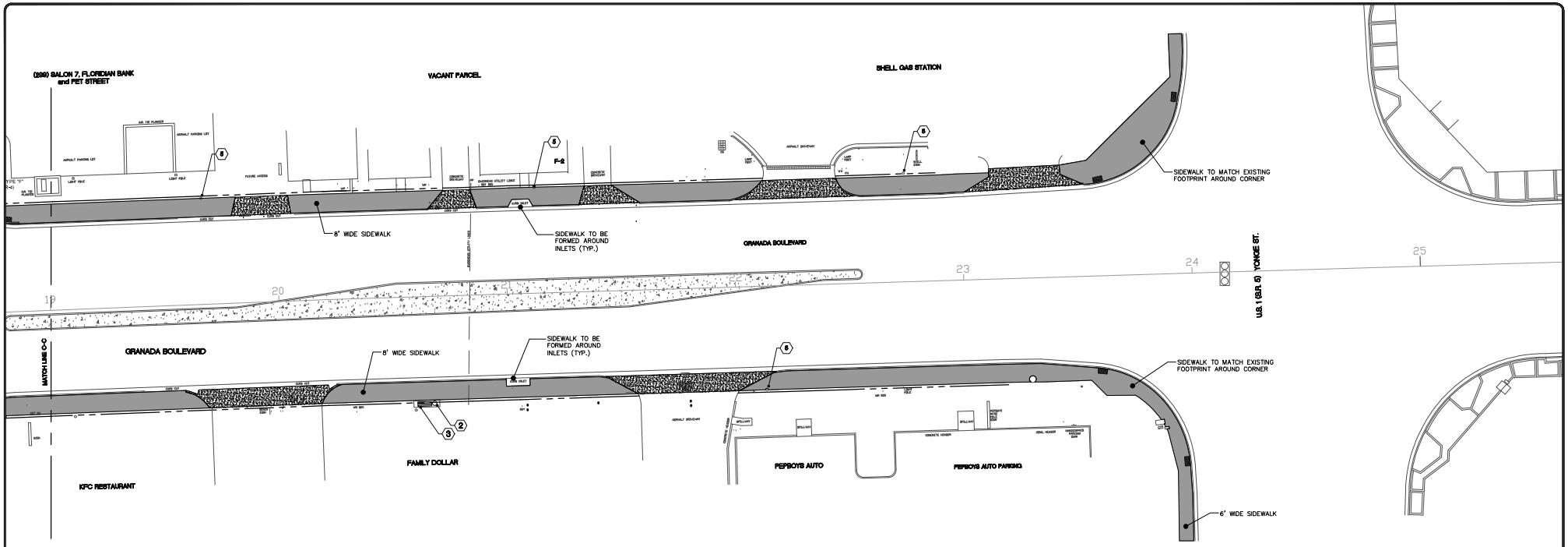
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 13+00 - 19+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 203



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT
  COLOR: TERRACOTTA
  FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE
  SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE
  6' WIDE TYPICAL: REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

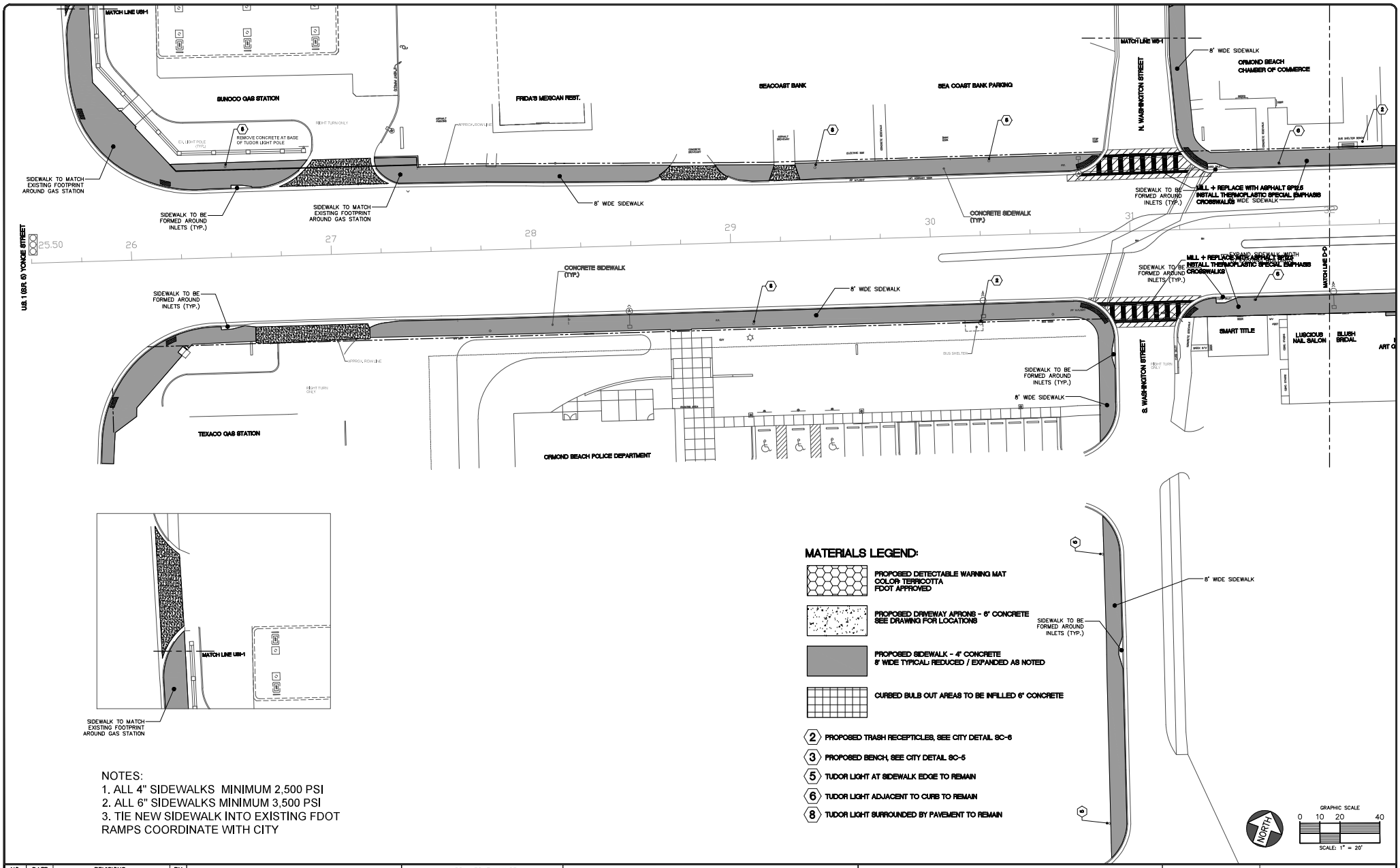
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 19+00 - 24+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 204



NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NO.	DATE	REVISIONS	BY
1	05-07-24	REVISED PER SHELL PAVER	CSC
2	05-28-24	REVISED PER BULB OUTS	CSC

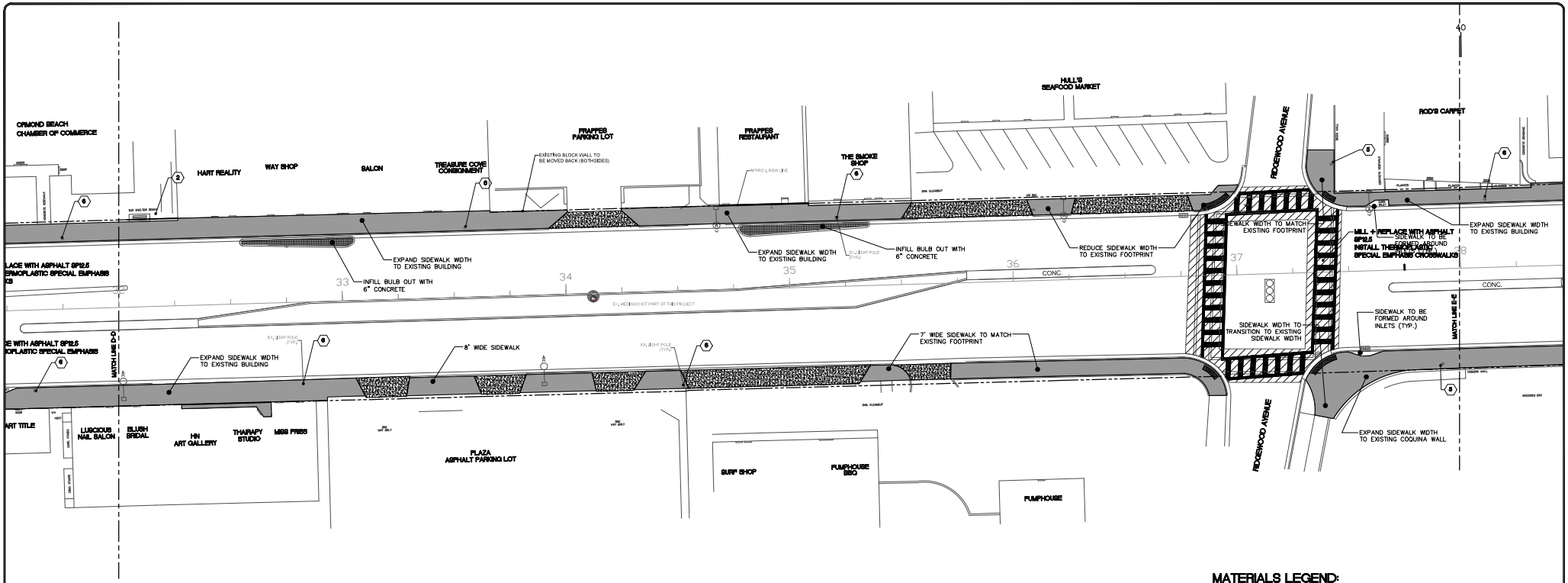
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 25+50 - 32+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 205



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR TERRACOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED
- CURBED BULB OUT AREAS TO BE INFILLED 6" CONCRETE

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	CSC

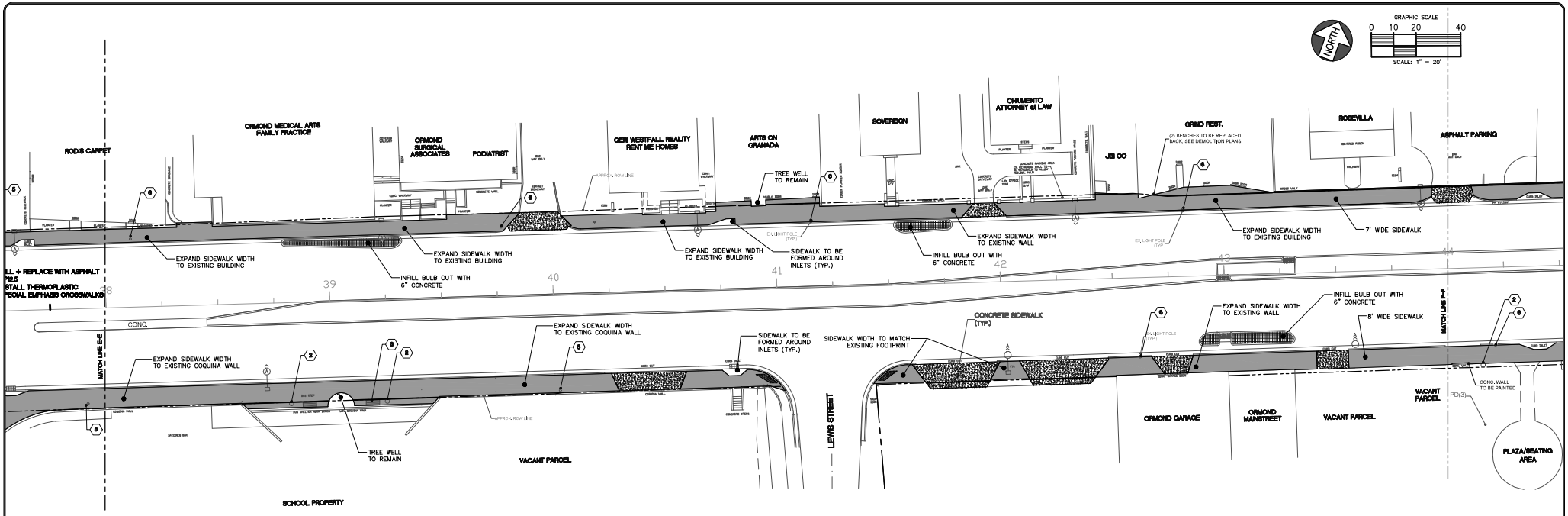
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 32+00 - 38+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 206



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR: TERRICOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED
- CURBED BULB OUT AREAS TO BE INFILLED 6" CONCRETE

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	CSC

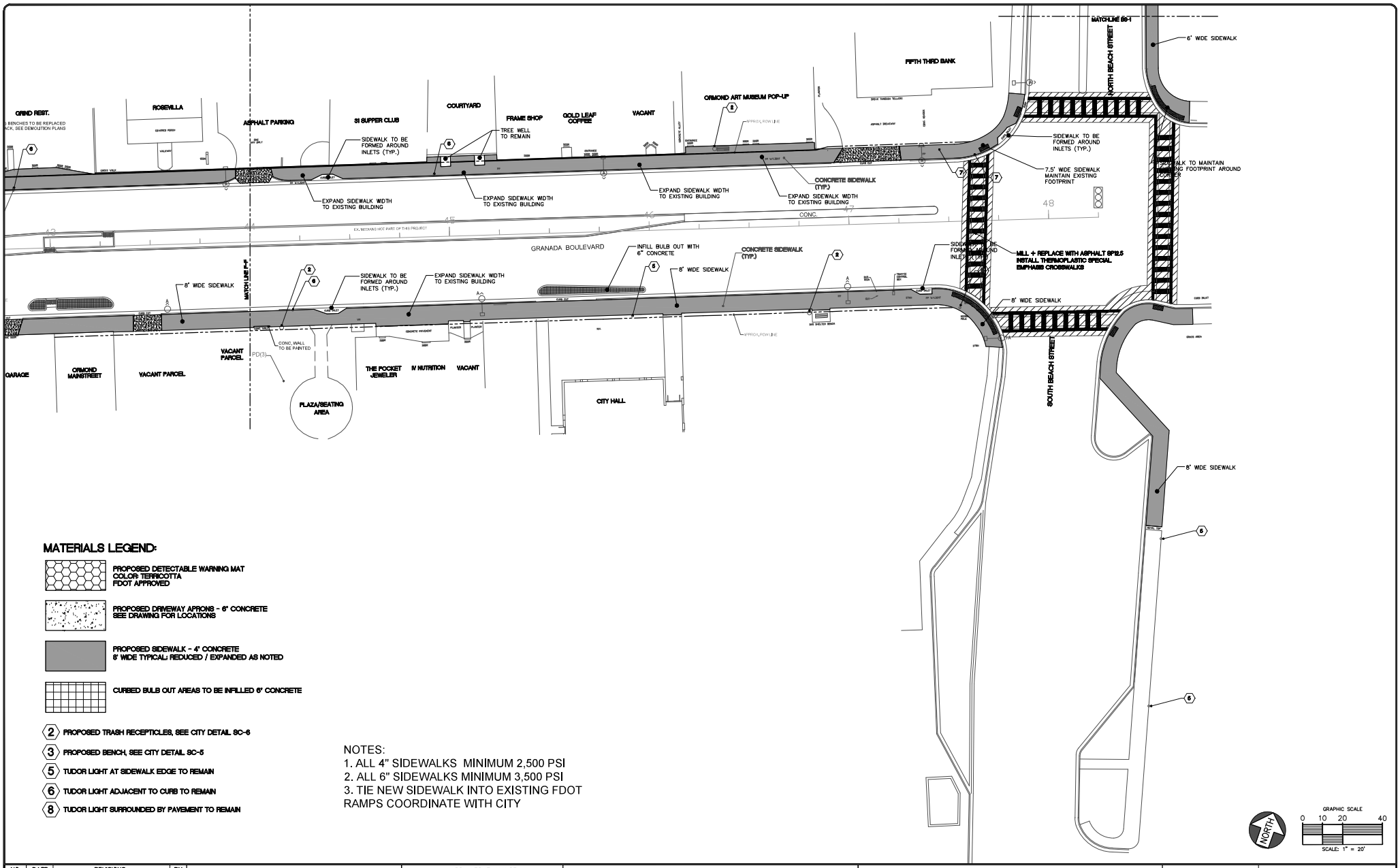
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 38+00 - 44+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 207



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR: TERRICOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED
- CURBED BULB OUT AREAS TO BE INFILLED 6" CONCRETE

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-28-24	REVISED PER BULB OUTS	csc

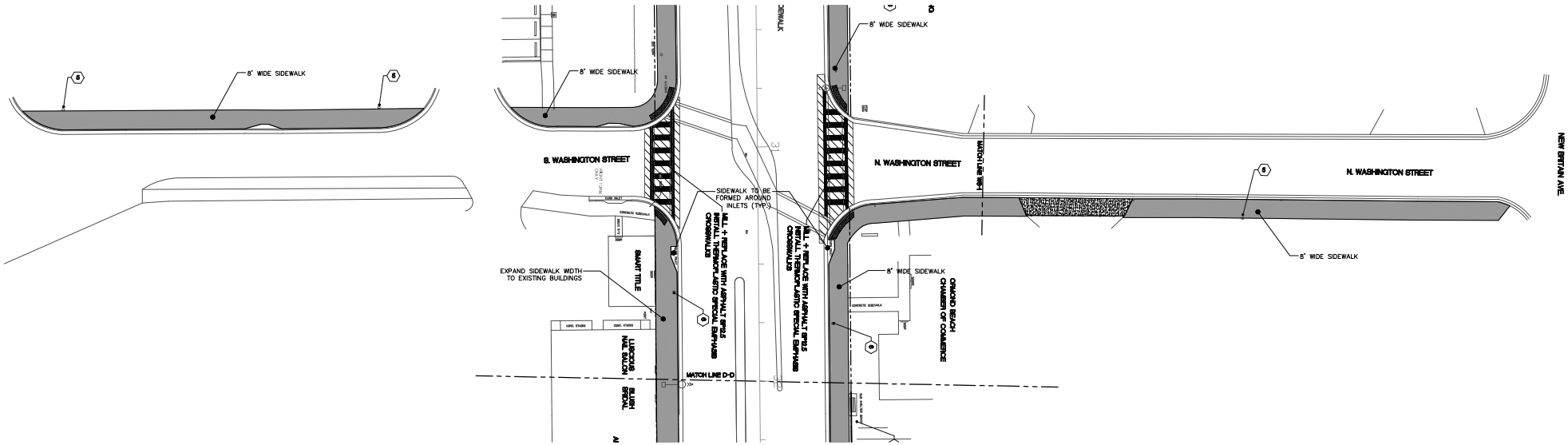
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 44+00 - 49+00

DATE: 2/4/26
SCALE: 1" = 20'
DRAWN BY: MC
PROJECT NO.: N/A
FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
SHEET: 208



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR TERRICOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL: REDUCED / EXPANDED AS NOTED
- CURBED BULB OUT AREAS TO BE INFILLED 6" CONCRETE

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

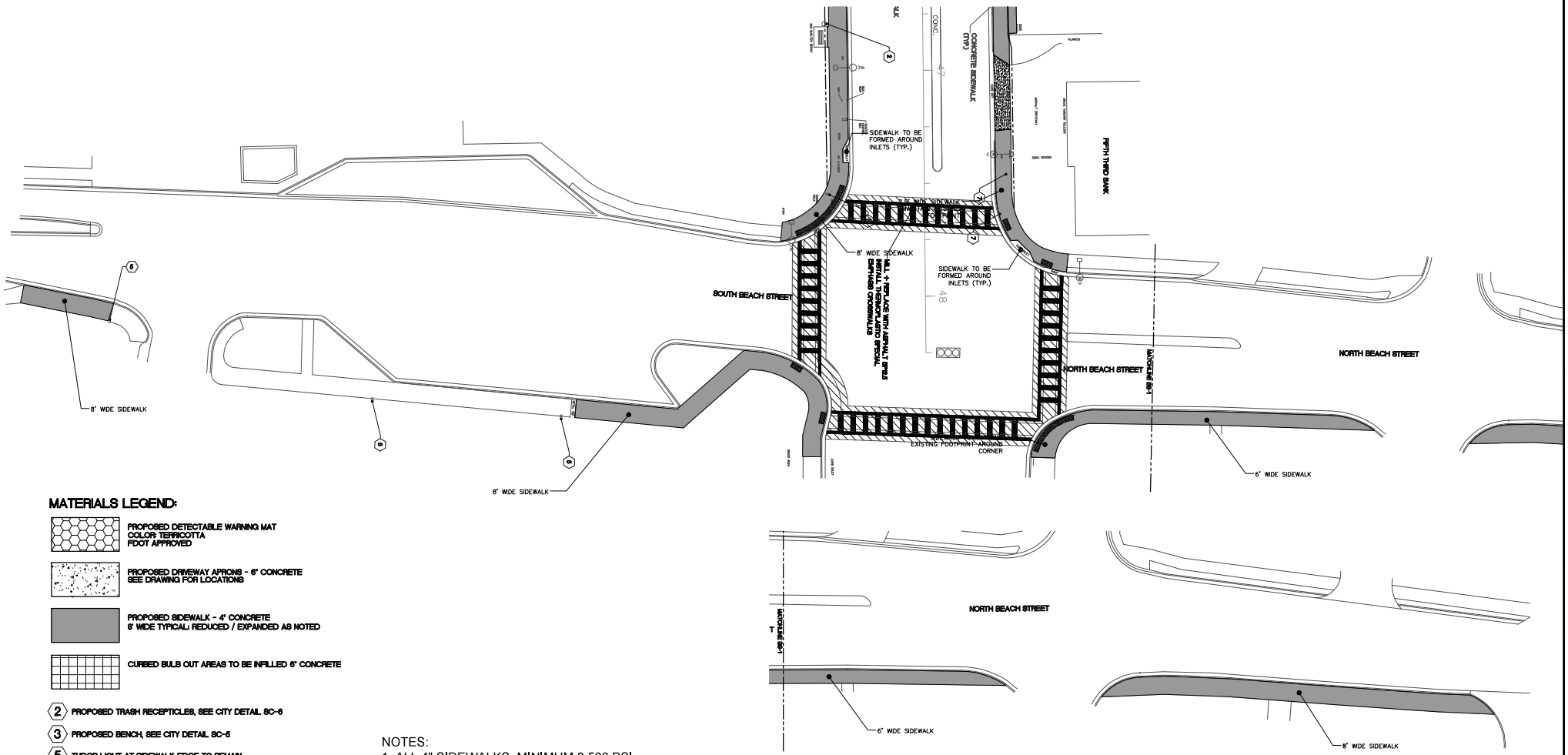
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

SIDEWALK PLAN
WASHINGTON ST

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 209



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR TERRICOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED
- CURBED BULB OUT AREAS TO BE INFILLED 6" CONCRETE

2. PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
3. PROPOSED BENCH, SEE CITY DETAIL SC-5
5. TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
6. TUDOR LIGHT ADJACENT TO CURB TO REMAIN
8. TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

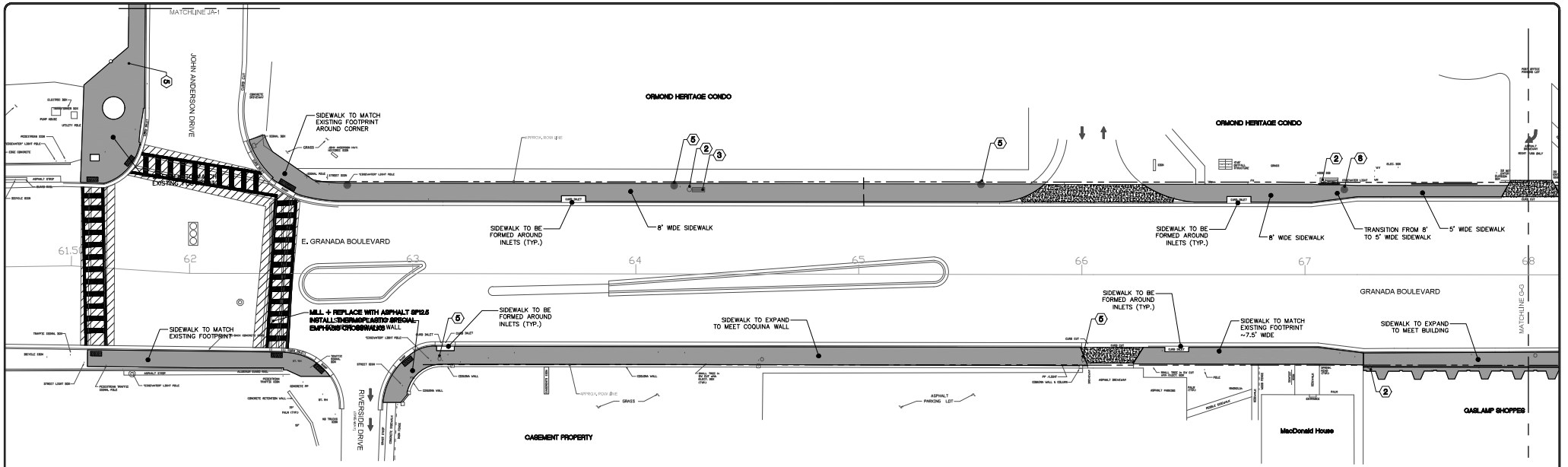
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"DOWNTOWN"

SIDEWALK PLAN
NORTH and SOUTH BEACH ST

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 210



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR TERRACOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY
1	05-07-24	REVISED PER SHELL PAVER	CSC

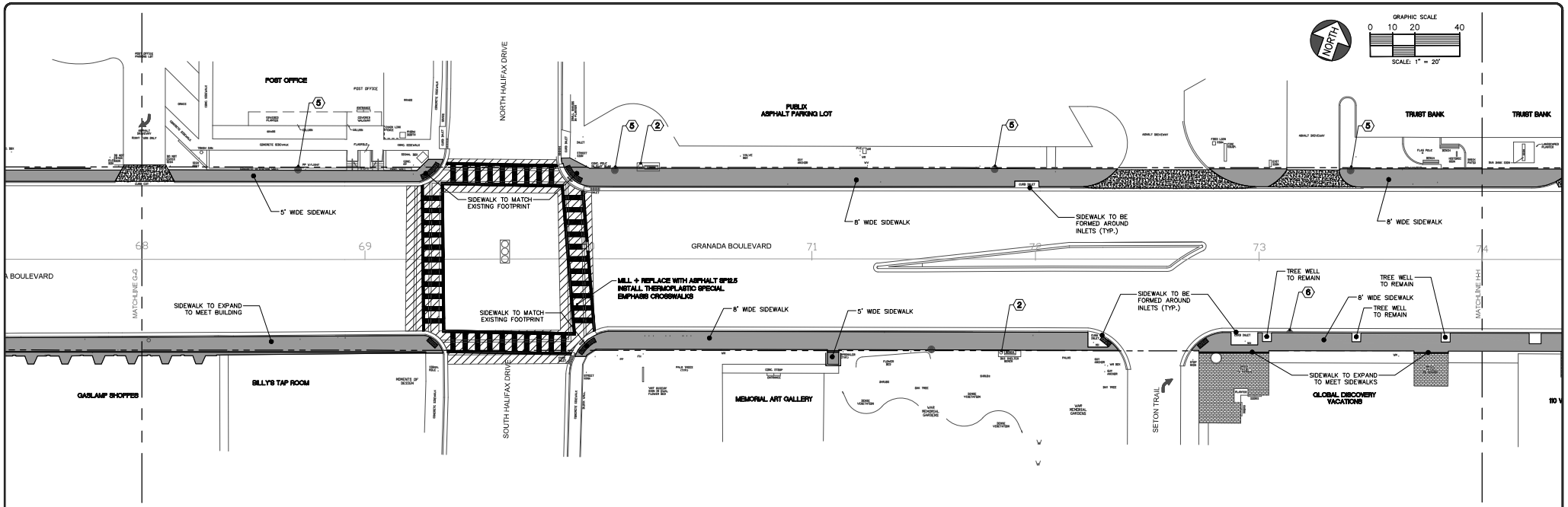
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 61.50+00 - 68+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 211



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT
  COLOR: TERRICOTTA
  FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE
  SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE
  5' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NO.	DATE	REVISIONS	BY

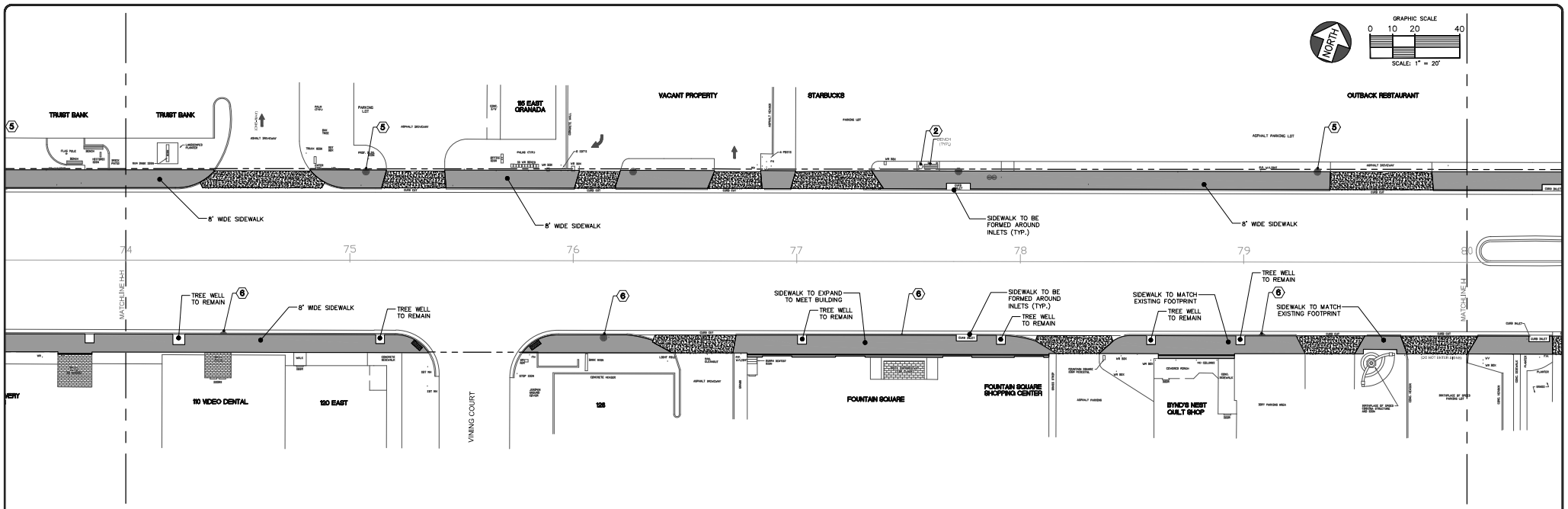
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 68+00 - 74+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 212



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT
  COLOR: TERRICOTTA
  FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE
  SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE
  8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

2. PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
3. PROPOSED BENCH, SEE CITY DETAIL SC-5
5. TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
6. TUDOR LIGHT ADJACENT TO CURB TO REMAIN
8. TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NO.	DATE	REVISIONS	BY

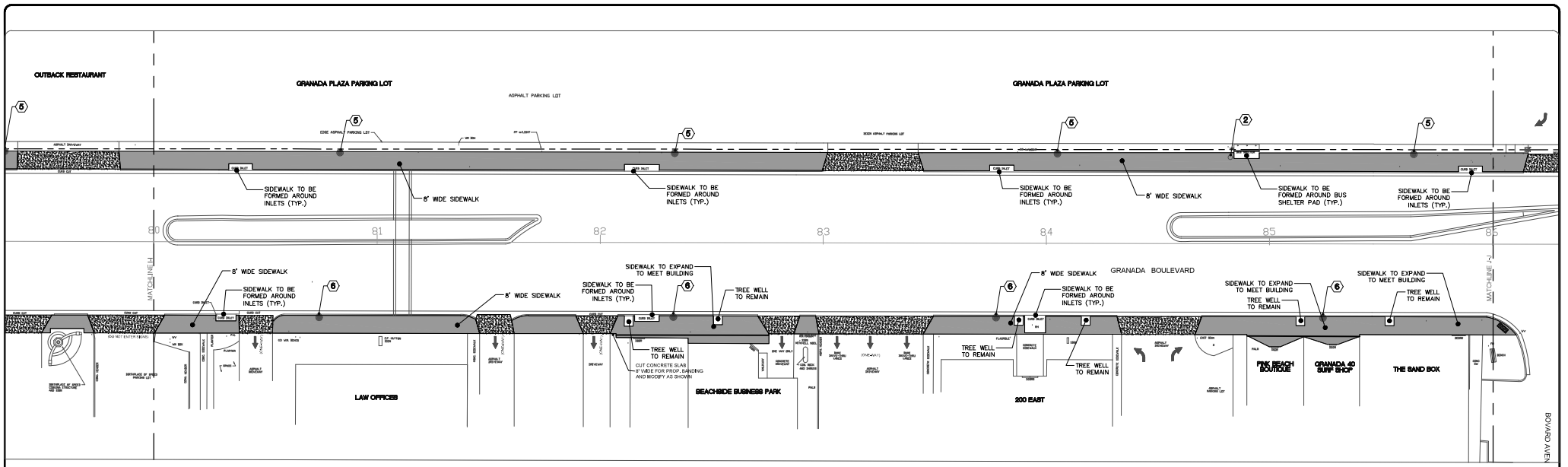
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 74+00 - 80+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 213



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT
  COLOR TERRICOTTA
  FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE
  SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE
  8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

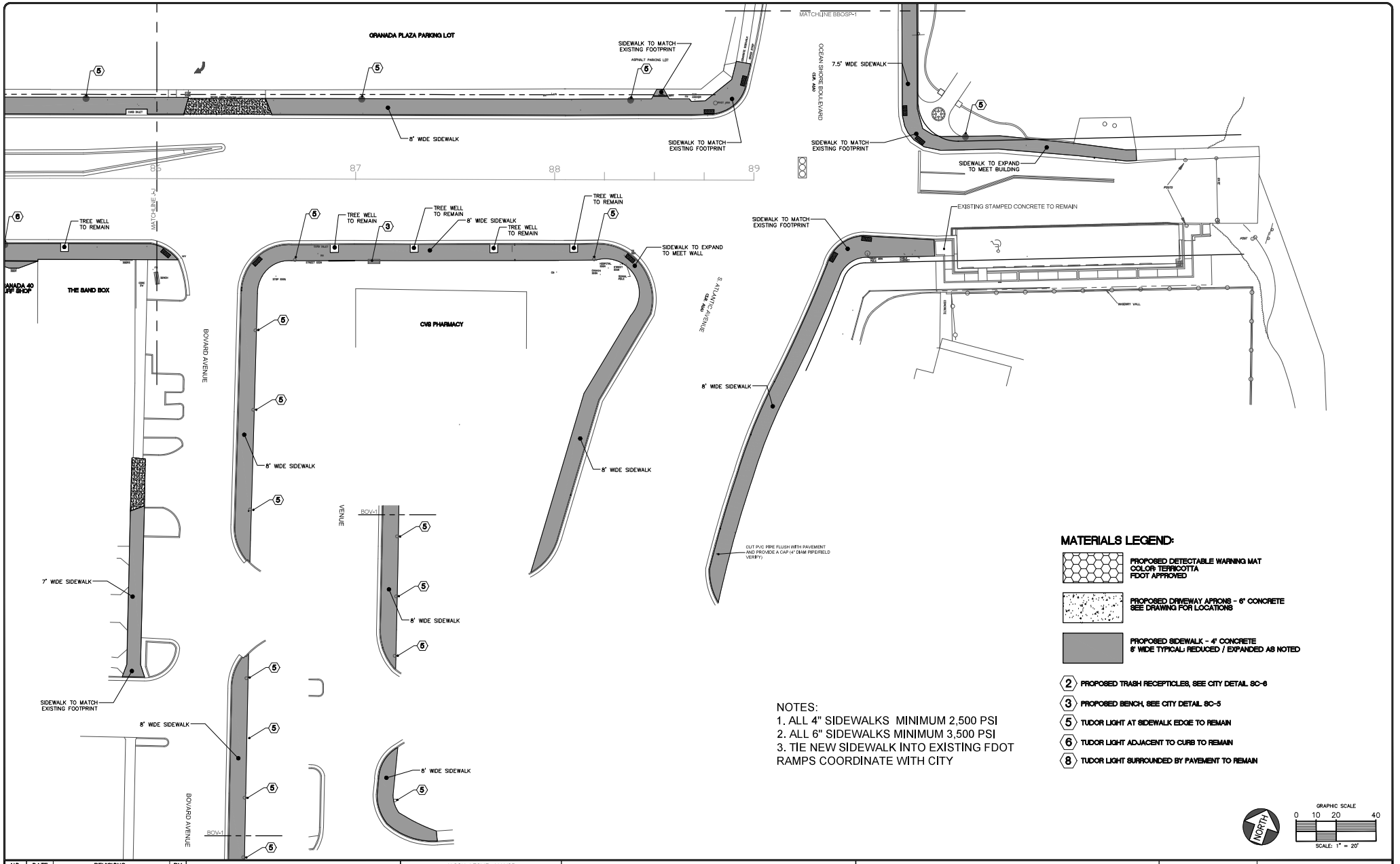
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 80+00 - 86+00

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 214



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR: TERRACOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

(2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
(3) PROPOSED BENCH, SEE CITY DETAIL SC-5
(5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
(6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
(8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

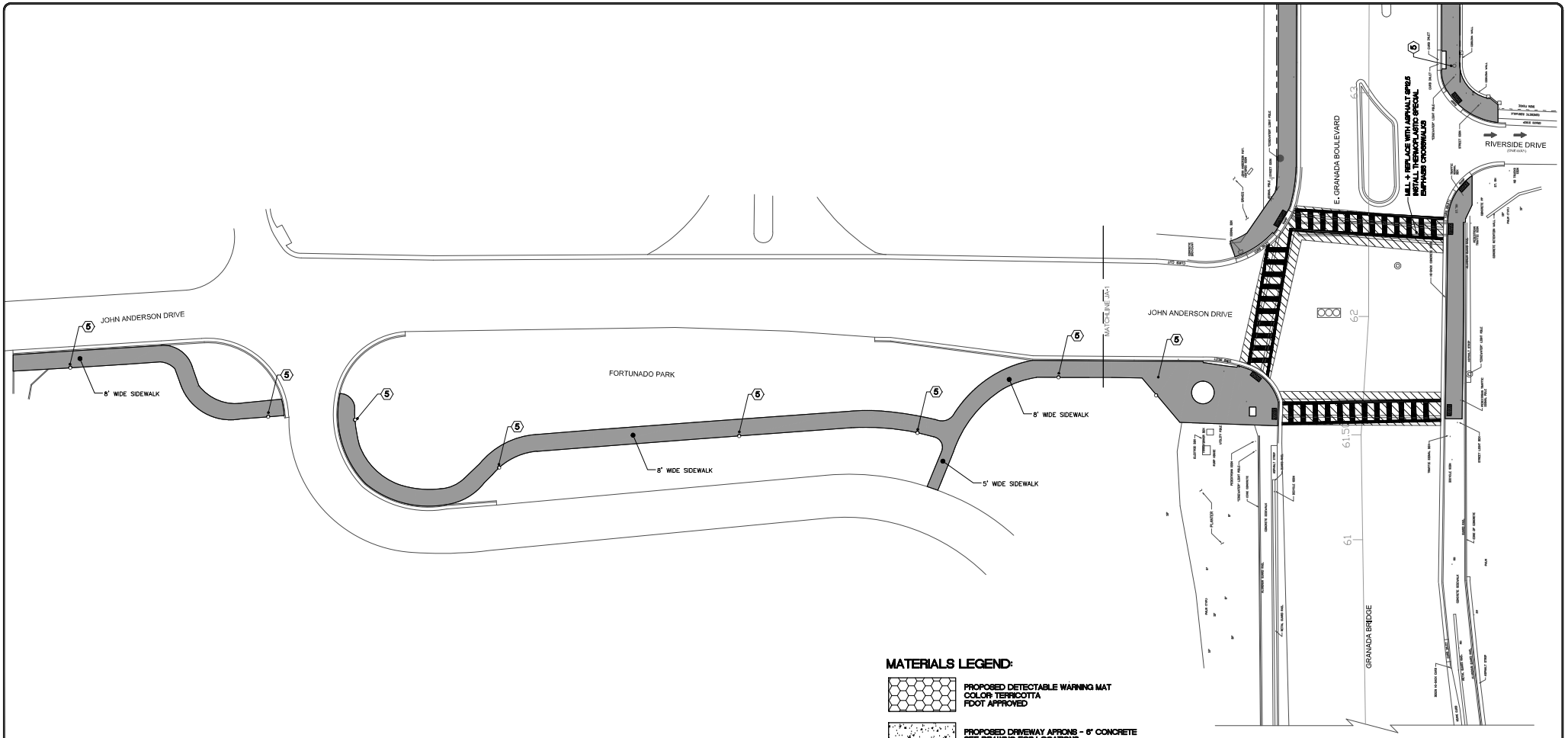
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 86+00 - 92+00/BOVARD

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 215



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR TERRICOTTA FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE 8' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED

- (2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
- (3) PROPOSED BENCH, SEE CITY DETAIL SC-5
- (5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
- (6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
- (8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

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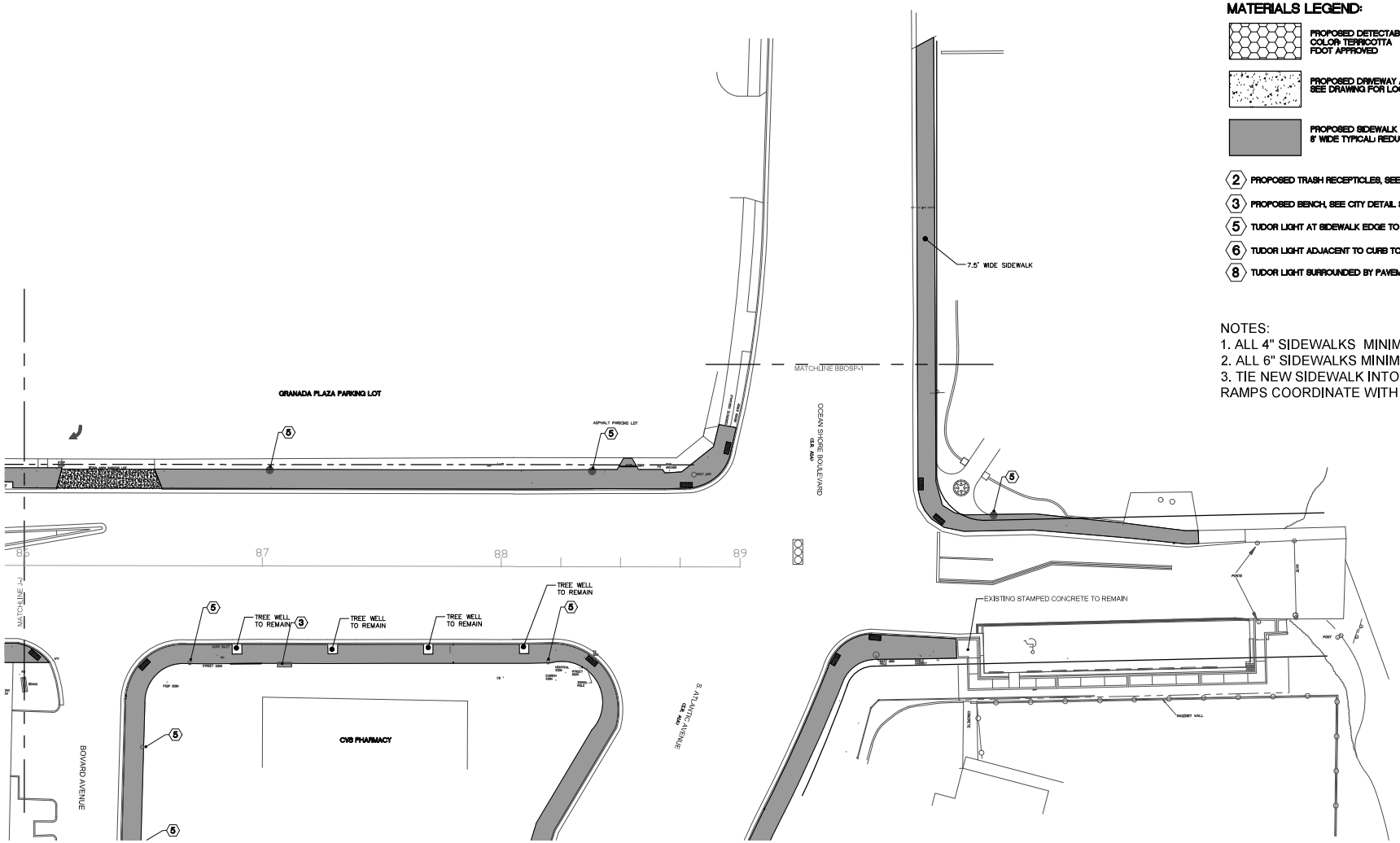
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "BEACHSIDE"

SIDEWALK PLAN JOHN ANDERSON DR

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 216



NO.	DATE	REVISIONS	BY

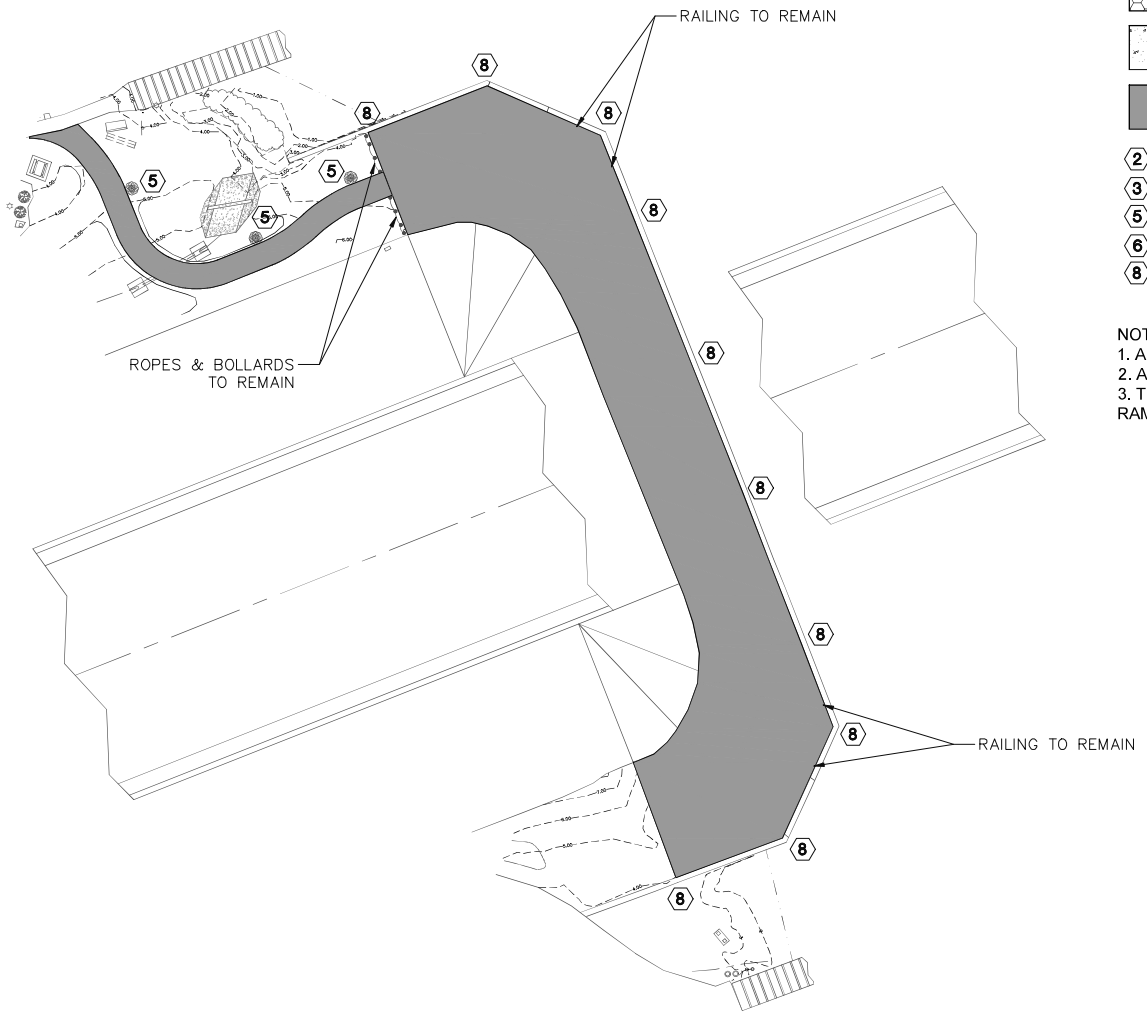
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "BEACHSIDE"

SIDEWALK PLAN S. ATLANTIC AVE.

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 217



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT
  COLOR: TERRICOTTA
  FDOT APPROVED
- PROPOSED DRIVEWAY APRONS - 6" CONCRETE
  SEE DRAWING FOR LOCATIONS
- PROPOSED SIDEWALK - 4" CONCRETE
  5' WIDE TYPICAL; REDUCED / EXPANDED AS NOTED
- (2) PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
- (3) PROPOSED BENCH, SEE CITY DETAIL SC-5
- (5) TUDOR LIGHT AT SIDEWALK EDGE TO REMAIN
- (6) TUDOR LIGHT ADJACENT TO CURB TO REMAIN
- (8) TUDOR LIGHT SURROUNDED BY PAVEMENT TO REMAIN

NOTES:
1. ALL 4" SIDEWALKS MINIMUM 2,500 PSI
2. ALL 6" SIDEWALKS MINIMUM 3,500 PSI
3. TIE NEW SIDEWALK INTO EXISTING FDOT RAMPS COORDINATE WITH CITY

NORTH

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

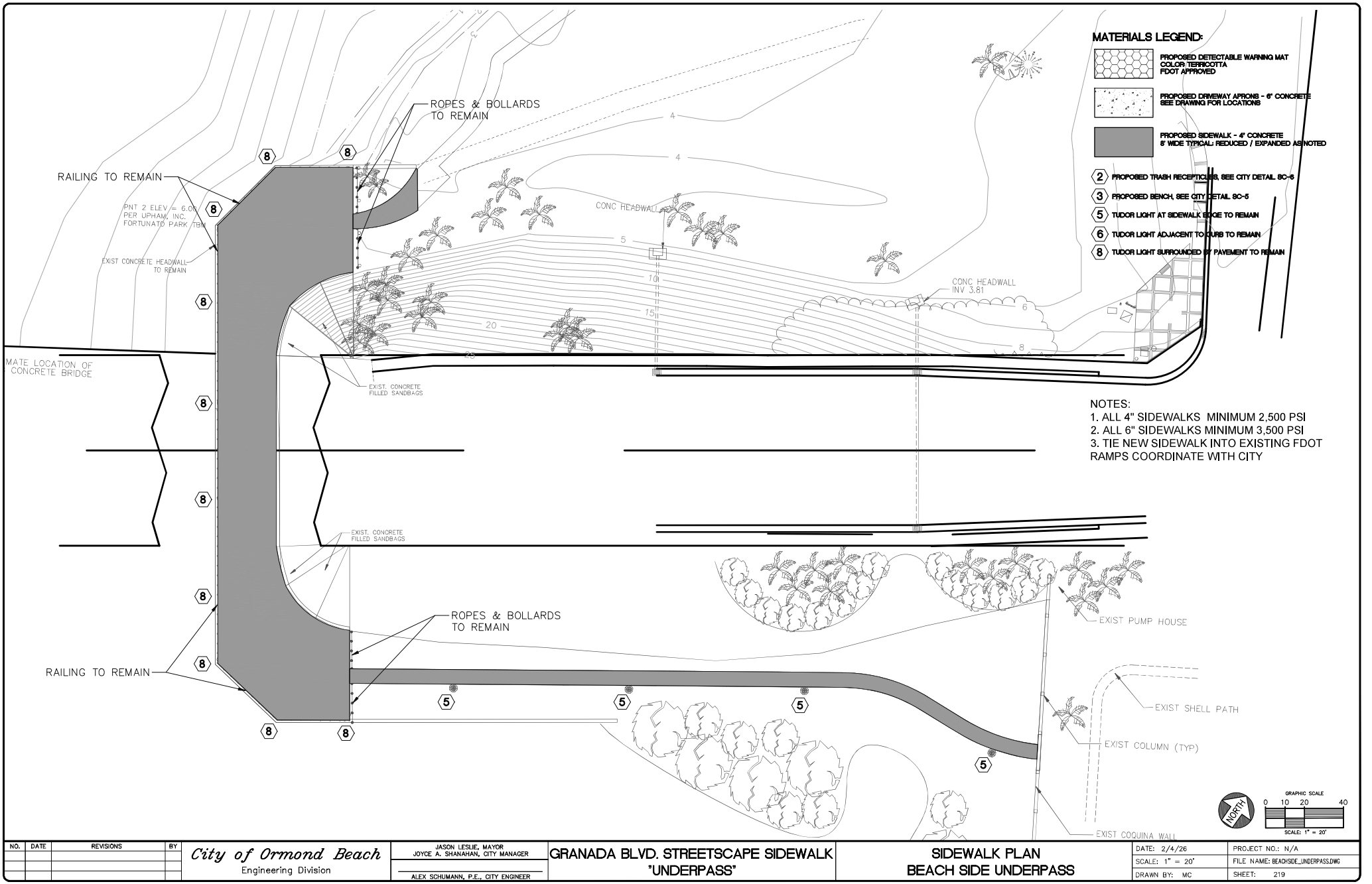
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK "UNDERPASS"

SIDEWALK PLAN DOWNTOWN UNDERPASS

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: BEACHSIDE_UNDERPASS.DWG
DRAWN BY: MC	SHEET: 218



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
"UNDERPASS"

SIDEWALK PLAN
BEACH SIDE UNDERPASS

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: BEACHSIDE_UNDERPASS.DWG
DRAWN BY: MC	SHEET: 219

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.

N/A☒ 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.

N/A☒ 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.

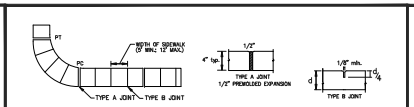
N/A☒ CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.

11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES

N/A☒ SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

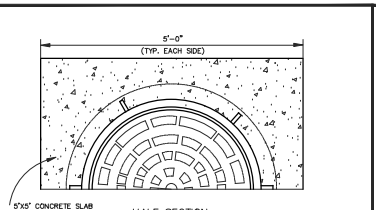
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020

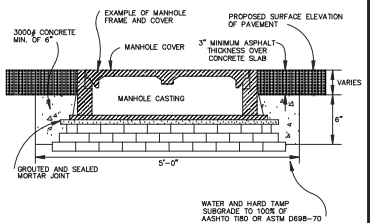


1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 4" INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, AND A MINIMUM THICKNESS OF 4" INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC AND 6" INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAID LOCATION MUST THEN PROVIDED THAT ALL ALIGNMENT REMAINS WITHIN THE RIGHT-OF-WAY AND IS NOT DIMINISHED IN WIDTH AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 8 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE TO SEPARATE REGIONS OF CONSTRUCTION FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC. TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FURTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS COMPACTED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

STANDARD CONSTRUCTION DETAIL SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS NTS	INDEX M-3 MAY 2020

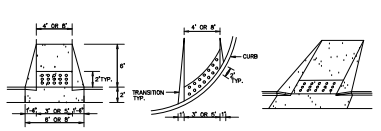


HALF SECTION



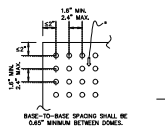
MANHOLE ADJUSTMENT DETAILS

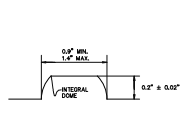
STANDARD CONSTRUCTION DETAIL MANHOLE ADJUSTMENT DETAILS NTS	INDEX S-9C MAY 2020



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

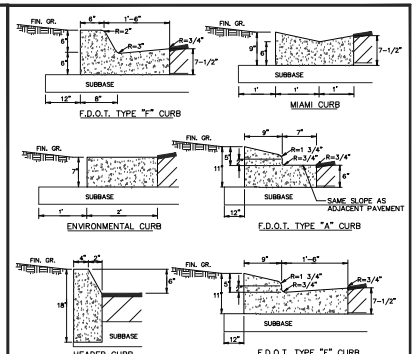




NOTES:

* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

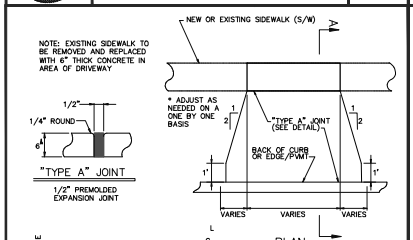
STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKE PATH RAMP NTS	INDEX M-4 MAY 2020



NOTES:

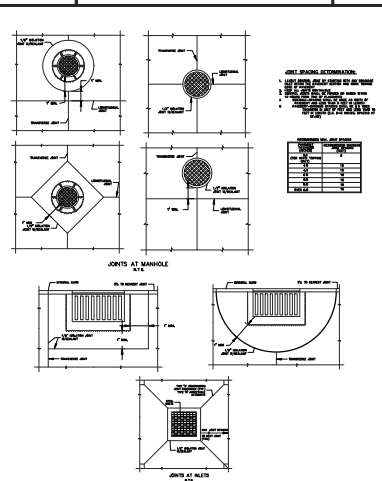
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4" MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.

STANDARD CONSTRUCTION DETAIL STANDARD CURB CONSTRUCTION NTS	INDEX R-4 MAY 2020

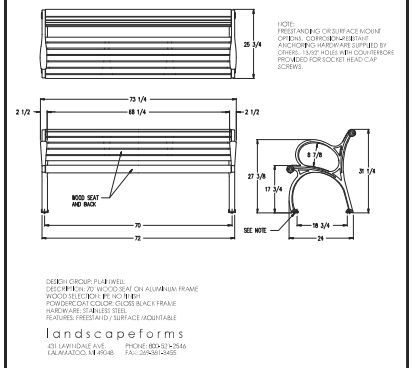


DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO MODIFIED PROCTOR TEST F.S.H.V.-75 CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 PSI.

STANDARD CONSTRUCTION DETAIL RESIDENTIAL DRIVEWAY APRON DRAWINGS NTS	INDEX M-7 MAY 2020



STANDARD CONSTRUCTION DETAIL CONCRETE PAVEMENT DETAILS NTS	INDEX R-11B MAY 2020

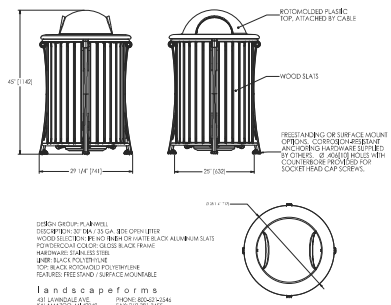


NOTE:
FREESTANDING OR SURFACE MOUNT OPTIONS. CORROSION-RESISTANT ANCHORING HARDWARE SUPPLIED BY OTHERS. 13/32" HOLES WITH COUNTERBORE PROVIDED FOR SOCKET HEAD CAP SCREWS.

DESIGN GROUP: PLAINWELL
DESCRIPTION: 72" WOOD SEAT ON ALUMINUM FRAME
WOOD SELECTION: PICNIC TIMBER
POWDERCOAT COLOR: GLOSS BLACK FRAME
HARDWARE: STAINLESS STEEL
FEATURES: FREESTAND / SURFACE MOUNTABLE

landscapeforms
431 LAWNDALE AVE. PHONE: (800) 521-2546
KALAMAZOO, MI 49048 FAX: (269) 381-4455

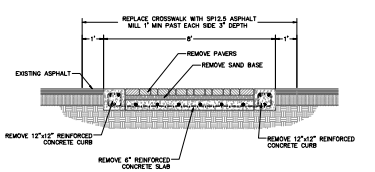
STANDARD CONSTRUCTION DETAIL BENCH NTS	INDEX SC-5 MAY 2020



DESIGN GROUP: PLAINWELL
DESCRIPTION: 35 GAL. SIDE OPEN LITTER
WOOD SELECTION: PICNIC TIMBER OR MATTE BLACK ALUMINUM SLATS
POWDERCOAT COLOR: GLOSS BLACK FRAME
HARDWARE: STAINLESS STEEL
LINER: BLACK POLYETHYLENE
TOP: BLACK ROTOMOLD POLYETHYLENE
FEATURES: FREESTAND / SURFACE MOUNTABLE

landscapeforms
431 LAWNDALE AVE. PHONE: (800) 521-2546
KALAMAZOO, MI 49048 FAX: (269) 381-4455

STANDARD CONSTRUCTION DETAIL TRASH RECEPTACLE NTS	INDEX SC-6 MAY 2020



CROSSWALK REMOVAL DETAIL
N.T.S.

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK

STANDARD DETAILS

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 301

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GENERAL NOTES:

1. This index contains information specific to the Federal and State guidelines set standards for the preparation of traffic control plans and for the execution of traffic control on all streets, for construction and maintenance operations and utility work on highways, roads or streets in the State Highway System. Certain requirements in this Index are based on the city volume nature of (Circumstance) being performed. Any added requirements based on the (Circumstance) being performed may be added requirements based on the (Circumstance) provided in the INDEX.

2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-660. Indexes 102-601 through 102-605 are Department specific typical applications of commonly encountered situations. Mobile Work location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, Flagging, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.

3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Tubular Markers	Type III Barricades, Vertical Panels, or Drums		
	Taper	Tangent	Taper	Tangent
≤ 45	20	40	40	80
≥ 50	25	50	50	100

TABLE 2
TAPER LENGTH "L"

Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

Where: W = width of offset
S = speed in mph

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≥ 45 mph	350
Arterials and Collectors with Work Zone Speed ≤ 40 mph	300
Limited Access Roadways *	1,000

* For Limited access roadways with work zone speed ≥ 50 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.

TABLE 4
BUFFER LENGTH "B"

Work Zone Speed (mph)	Buffer Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

Note: When Buffer Length "B" cannot be attained due to physical constraints, provide the greatest length possible, but not less than 155 feet.

SYMBOLS:

- Work Area
- Channelizing Device
- Work Zone Sign
- Type III Barricade
- Law Identification and Direction of Traffic

FLAGGER CONTROL:

Regulatory Speed (In Work Zones)

Where flaggers are used, a FLAGGER symbol or legend sign must replace the WORKERS symbol or legend sign.

The flagger must be clearly visible to approaching traffic for a distance sufficient to permit proper response to the hazard, to the flagging instructions, and to permit traffic to reduce speed or to stop as required before entering the work area. Flaggers shall be positioned to maintain maximum safer contrast between the flaggers high-visibility safety apparel and equipment and the work area background.

Hand-Signaling Devices

Hand signaling devices must be used by flaggers. The STOP/SLOW paddle is required for all applications where flagging is used to control traffic. When used to control traffic in a night shift, the minimum length of the staff, measured from the bottom of the paddle to the end of the staff that rests on the ground, must not be less than 6 ft. STOP/SLOW paddles shall be at least 24 inches wide with letters at least 6 inches high and should be fabricated from light weight rigid material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be orange with black letters and border. When used at night-time, the STOP/SLOW paddle shall be retroreflectorized.

Flag use is limited to immediate emergencies, interventions, and when working on the centerline or access will turn lanes where two (2) flaggers are required and there is opposing traffic in the adjacent lanes. Flags, when used, shall be a minimum 24 inches square and mounted on a staff approximately 6 ft long. A securely fastened to a staff that is approximately 36 inches in length. When used at nighttime, flags shall be retroreflectorized.

Flashlight, letters or when lighted signal that will display a red warning light shall be used at night.

Flagger Stations

Flagger stations shall be located far enough in advance of the work area so that approaching road users will have sufficient distance to stop before entering the work area when used at nighttime, the Flagger station shall be illuminated.

SURVEY WORK ZONES:

The SURVEY CREW AHEAD symbol or legend sign shall be the primary Advance Warning Sign used for Traffic Control Through Survey Work Zones and may replace the ROAD WORK AHEAD sign when zone distances occur, at the discretion of the Party Chief.

When Traffic Control Through Work Zones is being used for survey purposes only, the END ROAD WORK sign as called for or certain 102 Series of Indexes should be omitted.

Survey Between Active Traffic Lanes or Shared Left Turn Lanes

The following procedure apply to non-freeway traffic lanes where these provisions must be adjusted to the Party Chief to fit roadway and traffic conditions when the Survey Work Zone involves intersections.

(a) A STOP/SLOW (MIT-TTC-701-02) sign shall be added to the Advance Warning Sign assurance as the second road immediate sign from the work area.

(b) Elevation Survey-Cones may be used at the discretion of the Party Chief to protect prism holder and Flagpoint Cones, if used, may be placed at up to 50' intervals along the break line throughout the work zone.

SURVEY WORK ZONES: (Cont.)

(1) Horizontal Control-With traffic flow in the same direction: cones shall be placed at the beginning and end of the work area. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' in both directions towards the flow of traffic.

(2) Horizontal Control-With traffic flow in opposite directions, cones shall be placed at the beginning and end of the work area. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' in both directions towards the flow of traffic.

SIGNS:

SIGN MATERIALS

Metal signs and non-reflectorized vinyl signs may only be used for daylight operations. Non-reflectorized vinyl signs must meet the requirements of Specifications Section 994.

Retroreflective vinyl signs meeting the requirements of Specification Section 994 may be used for daylight or night operations not to exceed 1 day except as noted in the Indexes.

Rigid or lightweight sign panels may be used in accordance with the vendor recommendations for the sign stand in which they are attached.

INTERSECTING ROAD SIGNING

Signing for the control of traffic entering and leaving work zones by way of intersecting roads shall be provided as shown in the Indexes. Where several conditions exist, the sign that is approximately 36 inches in length. When used at nighttime, flags shall be retroreflectorized.

ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING

Where adjoining and/or overlapping work zones exist, the advance placement of signs and other traffic control devices in that advance warning areas or in some cases other areas within their traffic control zones. Where such restraints or conflicts occur or are likely to occur, one of the following methods will be employed to avoid conflicts and ensure conditions that motorists are adequately informed and guided in a safe manner, as to the intended travel way by the traffic control provisions applied.

(a) For scheduled projects the engineer in responsible charge of project design will resolve anticipated work zone conflicts during the development of the project traffic control plan. This may entail revision of plans or providing projects and coordination of plans on concerned projects.

(b) Unanticipated conflicts arising between advising to progress highway construction projects will be resolved by the Resident Engineer for projects under his residence, and, by the District Construction Engineer for in progress projects under adjoining residences.

(c) Conflicts within scheduled maintenance operations.

(d) The Unit Maintenance Engineer will resolve conflicts that occur within routine maintenance works; between routine maintenance work, unscheduled work and/or permitted work; and, between unit contracted maintenance works and highway construction projects.

SIGNS: (Cont.)

SIGN SPACING AND INTERMITTENT WITHDRAW SIGNING

Where the Engineer's traffic control supervisor are no longer applicable or appropriate with intended travel lanes are to be re-routed, or fully closed.

Sign blanks or other available coverings may substitute for the sign's face. Rigid sign coverings shall be the same size as the sign it is covering, and bolted in a manner to prevent loosening.

Sign covers are incidental to work operations and are not paid for separately.

SIGNING FOR DETOURS, LANE SHIFTS AND DIVERSIONS

Detours should be signed clearly and positively over the complete run of the detour. Where the detour is long or complex, or where the engineering or traffic conditions warrant, the detour may be signed with a numbered or lettered system on the Approved Practices (DU) (APL).

(1) Use only approved systems listed on the Department's Approved Products List (APL).

(2) Where a numbered or lettered system is used, the detour route shall be signed with a route sign assembly at the start of the detour and at each point where a turn is required. The route sign assembly shall consist of a D3-1 series (Destination) sign on the Approved Products List (APL).

(3) Where a lettered system is used, the detour route shall be signed with a route sign assembly at the start of the detour and at each point where a turn is required. The route sign assembly shall consist of a D3-1 series (Destination) sign on the Approved Products List (APL).

EXTENDED DISTANCE ADVANCE WARNING SIGN

Advance Warning Signs shall be used at roadways at one half mile or more when limited sight distance or the users of the distraction may require a motorist to bring their vehicle to a stop (Limited Distance). Advanced Warning Signs may be required in any type roadway, but particularly be considered on roadways with posted speeds where the vehicle speed is generally in the higher range (45 MPH or higher).

UTILITY WORK AHEAD SIGN

The UTILITY WORK AHEAD (MIT-TTC-701-04) sign may be used as an alternate to the BUMP AHEAD sign (W17-1) or ROAD WORK AHEAD (W20-1) sign.

LENGTH OF ROAD WORK SIGN

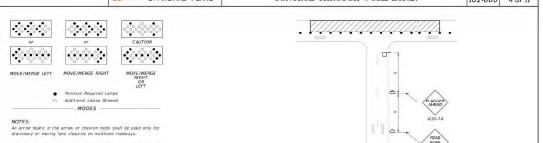
The length of road work sign (G20-1) bearing the legend ROAD WORK NEXT ___ MILES shall be as shown in the Indexes or as approved by the Engineer. The number of miles entered should be rounded to the nearest mile. The sign shall be located at logical construction points.

GROOVED PAVEMENT AHEAD SIGN

The GROOVED PAVEMENT AHEAD sign (W8-15) may be used for advance of a milled or grooved surface work in traffic. The W8-15P placard shall be used in conjunction with the grooved PAVEMENT AHEAD sign.

END ROAD WORK SIGN

The END ROAD WORK sign (G20-2) should be installed on all projects, but may be omitted where the work operation is less than 1 day. The sign should be placed approximately 300 feet beyond the end of a construction or maintenance project unless other distance is called for in the plans. When other Construction or Maintenance Operations occur within 1 mile this sign should be omitted and signing coordinated in accordance with Index 102-600, ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING.



NOTES:

An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.

For shoulder work, blocking the shoulder, for roadside work near the shoulder, or for temporary lane closure are less on a two-lane, two-way roadway, an arrow board shall be used only in the caution mode.

A single arrow board shall not be used to merge traffic laterally more than one lane. Where more than one lane is closed laterally, a single board shall be used at the merging taper for each closed lane.

When Advance Warning Arrow Boards are used at night, the intensity of the flashers shall be reduced during darkness when their intensities are less one.

ADVANCE WARNING ARROW BOARDS



NOTES:

Manholes extending 3" or more above the travel lane are crossfalls having an uneven surface greater than 10" shall have a temporary asphalt apron constructed as shown above.

All transverse joints that have a difference in elevation of 3" or more shall have a temporary asphalt apron constructed as shown above.

The apron is to be removed prior to constructing the last lift of asphalt. The top lift of asphalt shall be included in the contract unit price for Maintenance of Traffic, LS.

MANHOLES/CROSSWALKS/JOINTS

NOTE:
Optionally, use "Flagger Ahead" sign with the (MUTCD) instead of "Flagger Ahead" sign with legend "Side Road".

SIDE ROAD INTERSECTING THE WORK ZONE

SIGNALS:

Existing traffic signal operations that require modification in order to carry out work zone traffic control shall be included in the Plans and be approved by the District Traffic Operations Engineer.

Refer to Specification 102-9 for additional information.

CHANNELIZING DEVICES:

Channelizing Devices for work zone traffic control shall be as prescribed in Part VI of the MUTCD, subject to supplemental revisions provided in the contract documents and the 102 Series of Indexes. Lighting Devices must be so used to supplement channelization. Dot Tapers and Channelizing Devices for paved durations have their + t within.

CHANNELIZING DEVICE CONSISTENCY:

Barricades, vertical panels, cones, tubular markers and drums shall not be intermixed within either the lateral transition or within the tangent alignment.

TRUCK/TRAILER-MOUNTED ATTENUATORS:

Truck/Trailer-mounted attenuators (TMA) can be used for moving operations and short-term stationary operations. For moving operations, see Index 102-601. For short-term, stationary operations, see Part VI of the MUTCD.

DEFINITIONS:

Regulatory Speed (In Work Zones)

The maximum permitted travel speed posted for the work zone is indicated by the regulatory speed limit sign. The work zone speed limit shall be established based on the design speed of the roadway, to the minimum design speed to determine stated lengths, departure rates, there rates, lengths of need, clear zone widths, taper lengths, crash cushion requirements, median spacings, superelevation and other similar features.

Advisory Speed

The maximum recommended travel speed through a curve or a hazardous area.

Traveled Way

The portion of the roadway for the movement of vehicles, for traffic control through work zones, travel way may include the temporary use of shoulders and any other permanent or temporary surface intended for use as a lane for the movement of vehicular traffic.

a. Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.

b. Auxiliary Lane: The designated widths of roadway pavement marked for speed change, turning, passing and climbing maneuvers from the through lanes.

Detour, Lane Shift, and Diversion

To detour is the redirection of traffic into another roadway to bypass the work zone. A lane shift is the use of a lane to bypass the work zone in any a different section of the permanent pavement. A diversion is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.

Above-ground Hazard

An above-ground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, any existing object that is greater than 4" in height and is wide and unyielding to present most breakaway requirements.

TEMPORARY TRAFFIC CONTROL DEVICES:

1. All temporary traffic control devices shall be on the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

2. All temporary traffic control devices shall be removed as soon as practical when they are no longer required. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered. Do not store temporary traffic control devices on the shoulders, sidewalk, or other roadway facility not affected by the work when work is suspended.

3. Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a channelizing device placed at each corner when in use and shall be moved outside the travel way and kept clear or be shielded by a barrier or crash cushion when not in use.

OVERHEAD WORK:

Work is only allowed upon a traffic lane when one of the following options is used:

OPTION 1 (OVERHEAD WORK USING A MODIFIED LANE CLOSURE)

Overhead work using a modified lane closure is allowed if all of the following conditions are met:

a. Work operation is located in a signalized intersection and limited to signals, signs, lighting and utilities.
b. Work operations are 60 minutes or less.
c. Work is done at night, 9 PM to 6 AM.
d. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe light operating.
e. Aerial lift equipment is placed directly below the work area to close the lane. Traffic is moving in accordance with the requirements of the intersection's traffic signal operation.
f. Vehicle or obstruction of the roadway may hinder advance devices, signs, flagmen and/or a traffic control officer.

OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above a open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, a their appurtenances.
b. Work operations are 60 minutes or less.
c. Work is done at night, 9 PM to 6 AM.
d. No encroachment by any part of the work activities and equipment within 2 feet of the edge of the travel way and 14 feet high. Any encroachment by any part of the work activities and equipment over the open traffic lane covered as allowed in Option 2 for work operations of 60 minutes or less.
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe light operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail Facilities, or Cities may require a greater clearance. The greater clearance required prevails on the rule.

OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, a their appurtenances.
b. Work operations are 1 day or less.
c. Lowest limit is 48 inch or less.
d. No encroachment by any part of the work activities and equipment within 2 feet of the edge of the travel way and 14 feet high. Any encroachment by any part of the work activities and equipment over the open traffic lane covered as allowed in Option 2 for work operations of 60 minutes or less.
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe light operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail Facilities, or Cities may require a greater clearance. The greater clearance required prevails on the rule.

SIGHT DISTANCE:

1. Flagger's location should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the flagger should be stationed in advance of the view obstruction. The beginning of tapers should not be hidden behind curves.

2. Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

ABOVEGROUND HAZARD:

1. Aboveground hazards can sometimes not be in controlled work areas during working hours and in areas with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be removed from within the travel way and clear zone or be shielded by a barrier or crash cushion.

2. For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

OVERHEAD WORK: (Cont.)

OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA)

Traffic shall be removed, shifted, diverted or paced so as not encroach in the area directly below the overhead work operations in accordance with the appropriate index drawing or detailed in the plans. This option applies to, but is not limited to, the following overhead operations:

a. Work within, adjacent, and below the overhead operations.
b. Form and falsework placement and removal.
c. Concrete placement.
d. Rolling construction located at edge of work.
e. Structure launching.

OPTION 5 (CONDUCTOR/CABLE PULLING ABOVE AN OPEN TRAFFIC LANE)

Overhead cable and/or de-energized conductor installations install pull to protect remain shall be done in accordance with the appropriate Index or Temporary Traffic Control plans.

Continuous pulling operations of sound cable and/or conductors are allowed over open lane(s) of traffic with no encroachment by any part of the work activities, materials or equipment within the normal vertical clearance above the open lane(s) of traffic. Work operations shall comply with the following and conductor/cables at no time fall below the minimum vertical clearance.

On Limited Access facilities, a new operation/temporary traffic control plan is required. The temporary traffic control plan shall include:

1. Work zone signs, lights and devices set up for the initial pulling of the pull rope across the roadway.
2. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a flagger with covered diffuser and yellow vehicle with blue lights flashing during the pulling operation.

RAILROADS:

Railroad crossings affected by a construction project should be evaluated for traffic control to reduce queuing on the tracks. The evaluation should include as a minimum: traffic volumes, direction of travel, signal timing, etc.

SIGHT DISTANCE:

1. Temporary traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

ABOVEGROUND HAZARD:

1. Aboveground hazards can sometimes not be in controlled work areas during working hours and in areas with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be removed from within the travel way and clear zone or be shielded by a barrier or crash cushion.

2. For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (Feet)	AUXILIARY LANES & SINGLE LANE RAMPS (Feet)
40-45	10	10
50	14	14
55	14	14
60-65	15	10
≥ 70	12	10
ALL SPEEDS CURB & GUTTER	4 BEHIND FACE OF CURB	4 BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applies to the design loads. Under conditions where normal crown cannot be maintained, the minimum cross slope shall be as shown in the table below.

TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE MAXIMUM SPEEDS MPH	MINIMUM RADIUS Feet
30	150
35	200
40	250
45	300
50	400
55	500
60	700
65	850
70	1000
75	1200
80	1400
85	1600
90	1800
95	2000
100	2200
105	2400
110	2600
115	2800
120	3000

Superelevate When Shown Rate is Used

DROP-OFF CONDITION NOTES

1. These conditions are momentary can be applied only in work areas that fall within a properly signed work zone.
2. When drop-offs occur within the clear zone due to construction or maintenance activities, protective devices are required (see Table B). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 2" with a slope steeper than 3:1 (horizontal:vertical). Any lesser difference in slopes allowed, as shown 4.05 (this Section) of TTC.
3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 3:4 may be required to avoid the need for protective devices. Slopes shall be placed at the end of each day's operation and the material is maintained in traffic. Use of this treatment requires approval of the Engineer in charge of project design and review of the contractor's maintenance of traffic plan.
4. For Select Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.
5. For Conditions 2 and 3 provided in Table B, any drop-off condition that is created by the placement of a temporary traffic control device, such as a temporary concrete barrier, however, channelizing devices will be required.
6. When permanent curb heights are a 6", no channelizing device will be required. For curb heights < 6", see Table B.



DROP-OFF CONDITION DETAIL

Table B
Drop-off Protection Requirements

Condition	A (ft)	B (in.)	Device Required
1	0-12	2	Temporary Barrier
2	> 12-C2	> 2 to ≤ 3	Channelizing Device
3	0-C2	> 3	Temporary Barrier
4	Removal of Bridge or Retaining Wall Section		Temporary Barrier
5	Removal of Sections of Bridge Deck		Temporary Barrier

TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING NOTES

1. This treatment applies to resurfacing or milling operations between adjacent travel lanes.
2. Whenever there is a difference in elevation between adjacent travel lanes, the MIL-17 sign with "UNEVEN LANES" is required at intervals of ½ mile maximum.
3. If 0 to ¼" or less, no treatment is required.
4. If the lane is steeper than 1:4 not to be steeper than 1:1), the MIL-1 and TTC-91-13 signs shall be used as a supplement to the MIL-11, this condition should never exceed 3 miles in length.



TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING DETAIL

PEDESTRIAN WAY DROP-OFF CONDITION NOTES

1. A pedestrian way drop-off is defined as:
   a. A drop in elevation greater than 1/4" that is closer than 2' from the edge of the adjacent lane way.
   b. A slope steeper than 1:2 that begins closer than 2' from the edge of the adjacent lane way and drop-off is greater than 6".
2. Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved hand rail.

DROP-OFFS IN WORK ZONES



TABLE 7
POST AND FOUNDATION TABLE FOR WORK ZONE SIGNS

SIGN SHAPE	POST SIZE (Inches)	NUMBER OF POSTS	BUFFER OF POSTS (1 CHANNEL POST)
Triangle	36"x36"x36"	1	
	48"x48"x48"	1	
	60"x60"x60"	2	
Rectangle (W ≤ H)	2"x2"	1	
	3"x3"	1	
	4"x4"	1	
	6"x6"	1	
	8"x8"	2	
	10"x10"	2	
	12"x12"	2	
Square	2"x2"	1	
	3"x3"	1	
Diamond	4"x4"	2	
Circle	3"Ø	2	

Notes for table:

1. Use 2"x2" posts for Clear Height up to 10 and 4"x4" posts for Clear Height up to 12.
2. Minimum Foundation Depth is 4'0" for 3"x3" posts and 6'0" for 4"x4" posts.
3. For both 2"x2" and 4"x4" sizes or sign plate thickness is not, a minimum embedded depth of 3'-6" will have to required.
4. The post plans as shown on the AFL vendor drawing is not required for base plate or sign posts installed in existing road (as defined in Index 11 asphalt roadway, concrete pavement or soil under sidewalk.
5. For planned warning signs with supplement plaque not to 6'0" in area), use 4"x4" posts and up to 10 ft 0" Clear Height measure to the bottom of plywood supplie sign.

WORK ZONE SIGN SUPPORTS

CLEAR ZONE WIDTHS FOR WORK ZONES:

The term 'clear zone' describes the unobstructed relatively flat area, important by construction, extending outward from the edge of the traffic lane. The clear zone width is based on the traffic volume, speed, and slope of the roadway conditions other than for roadside classic where roadside ditches are present, clear zone widths are to conform with the distances to cancels as described in the FDOT Design Manual 215.2.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (Feet)	AUXILIARY LANES & SINGLE LANE RAMPS (Feet)
40-45	10	10
50	14	14
55	14	14
60-65	15	10
≥ 70	12	10
ALL SPEEDS CURB & GUTTER	4 BEHIND FACE OF CURB	4 BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applies to the design loads. Under conditions where normal crown cannot be maintained, the minimum cross slope shall be as shown in the table below.

TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE MAXIMUM SPEEDS MPH	MINIMUM RADIUS Feet
30	150
35	200
40	250
45	300
50	400
55	500
60	700
65	850
70	1000
75	1200
80	1400
85	1600
90	1800
95	2000
100	2200
105	2400
110	2600
115	2800
120	3000

Superelevate When Shown Rate is Used



SPEED REDUCTION SIGNING

NOTES:

1. X = Work Zone Sign Spacing
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (W3-5 and W2-1) in advance of the "Road Work Ahead" sign (W20-1) or less.
3. Do not use this detail in conjunction with the Mobile Awareness System.
4. For speed reductions greater than 10 MPH, reduce the speed in 10 MPH increments at X distance. Do not reduce the speed when the minimum speed is reached.
5. Place additional "Speed Limit" signs (R2-1) in intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For undivided roadways, end the signs shown in the section.
7. Remove temporary regulatory speed signs as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the roadway's speed existing prior to construction will automatically go back into effect.

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions in Lane Widths, Heights or Load Capacity can significantly impact the movement of overweight/oversized vehicles. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410-5772, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided should include location, type of restriction, duration of restriction and detour routes for trailers. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths of through roadways should be maintained through work zone transitions whenever practical. Provide minimum widths for work zone travel lanes as follows: 11' for Interstate with a speed limit of 55 mph or greater; 10' for other roadways with a speed limit of 45 mph or greater; 9' for all other locations. The beginning of tapers should not be hidden behind curves.

HIGH-VISIBILITY SAFETY APPAREL:

All high-visibility safety apparel shall meet the requirements of the International National Standards for High-Visibility Safety Apparel and Headwear (ANSI) for "High-visibility Safety Apparel, and labeled as ANSI/ISEA 207-2015 or newer. The apparel background (apparel material exposed to the sky) shall be orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver-gray, or a fluorescent version of these colors and shall be visible at a minimum distance of 1,000 feet under the illumination of standard Class 3 headlamps. Apparel shall be visible at 1,000 feet.

WORKERS. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become caught in moving parts shall wear fitted high-visibility safety apparel. Workers inside the limits of a buffer shall not be required to wear high-visibility safety apparel.

UTILITIES. When other industry-separate safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS. For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

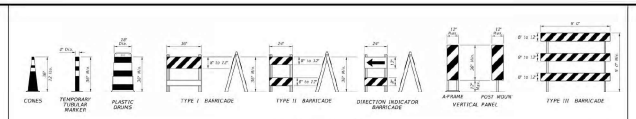
LENGTH OF LANE CLOSURES:

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (included taper, buffer, and work zones) in any given direction and must not close two consecutive interchanges.

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance
3	Above Ground Hazard Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures
4	Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
5	Flagger Control Survey Work Zones Signs
6	Work Zone Sign Supports
7	Taper Lengths, Channelizing Device Spacing, Work Zone Sign Spacing, Buffer Length
8	Temporary Road Warning and Regulatory Signs In Work Zones
9	Portable Changeable Message Signs Channelizing Devices Consistency Advanced Warning Arrow Boards
10	Drop-Offs In Work Zones Business Entrance Temporary Asphalt Separator Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This index contains information specific to the Federal and State guidelines set



CHANNELIZING DEVICES

CHANNELIZING DEVICE NOTES:

1. The details shown on this sheet are for the following purposes:
   a. For ease of identification and
   b. To provide information that supplements or supersedes that provided by the MUTCD.
2. The Type III Barricade shall have a unit height of 6'-0" only. When barricades of greater lengths are required these lengths shall be in multiples of the 6'-0" unit.
3. No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).
4. Ballast shall not be placed on top rails or any striped rails or higher than 12" above the driving surface.
5. The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the traveled (main) lane.
6. The spacing of channels is not permitted as channelizing devices or with signs.
7. For rails less than 2'-0" long, 8" stripes shall be used.
8. Cones shall:
   a. Be used only in active work zones where workers are present.
   b. Be retroreflective as per the MUTCD with department-approved reflective collars when used at night.
9. For pedestrian longitudinal channelizing devices, the device shall have a minimum of 3 rails or panels and shall be a minimum of 3'-0" high. The lateral opening of the device if it is allowed to facilitate drainage, the top surface of the device shall be a minimum height of 32" and have a 3" or less difference in any plane at all connection points between the devices to facilitate hand tracking. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian stop-off protection is required, the device shall have a features or offset of at least 2", otherwise the device must be at least 42" in height above the walkway and be centered or cantilevered to withstand a 200 lb lateral point load at the top of the device.

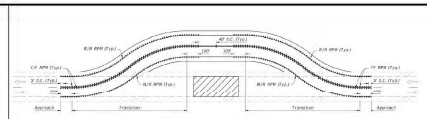
PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES

TEMPORARY BARRIER NOTES:

1. Where a barrier is specified, any of the typesshown may be used in accordance with the applicable Index:

Index	Description
102-100	Temporary Barrier
102-101	Low Profile Concrete Barrier
536-001	Guardrail

2. Trailer Mounted Barriers may be used to provide positive protection for workers within the work areas. All drawings may be used as a guide to develop project specific Temporary Traffic Control Plans that are signed and sealed by the Contractor/Engineer.



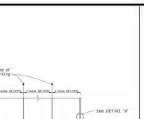
RPM PLACEMENT ON TWO-LANE ROADWAYS

RPM PLACEMENT ON MULTILANE ROADWAYS
(Lane Shift Shown, Other Multilane Typical Applications Similar)

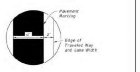
RPM PLACEMENT IN WORK ZONES

NOTES:

1. Install RPMs as a supplement to:
   a. All Solid Yellow
   b. Edge lines in transitions (e.g., merges, diversions, lane shifts)
   c. Edge lines of gore areas
2. Extend pavement marking and 9 RPM spacing to 100' in each direction for all transitions regardless of the 5/8 rule.
3. Place RPMs in accordance with this detail and Index 706-001.



PLAN VIEW



DETAIL "A"

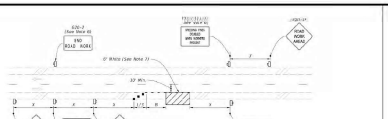
PAVEMENT MARKINGS PLACEMENT

WORK ZONE PAVEMENT MARKINGS

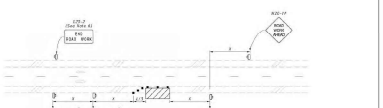
NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Ramps or limited roadways, with work on the shoulder.
2. L = Taper Length
   S = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "S", "T", "B", and channelizing device spacing values.
3. Where work activities are between 9' and 13' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lane in a one hour period (including establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 1' from the traveled way, where the work speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (FTC-R14-25) and "End Road Work" sign (R20-3) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Use "Shoulder Closed" signs (R01-3a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (R21-5a).

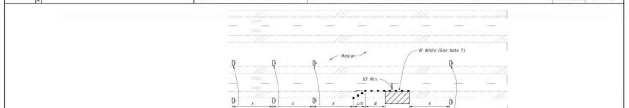
SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



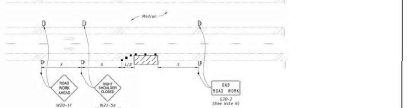
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

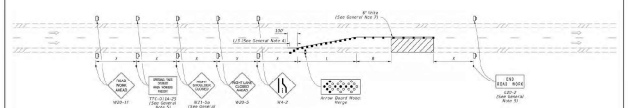


MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

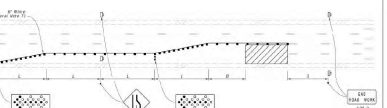


SINGLE LANE CLOSURE

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic

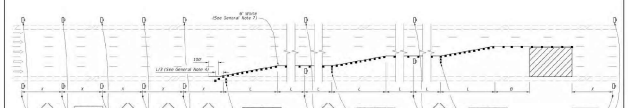
GENERAL NOTE:

1. L = Taper Length
   B = Buffer Length
   S = Work Zone Sign Distance
   See Index 102-600 for "L", "S", "T", and channelizing device spacing values.
2. On undivided highways the median signs as shown are to be omitted.
3. On limited access facilities, omit "Right Shoulder Closed" signs (R01-5a) and associated work zone sign spacing dimension.
4. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.
5. The "Speeding Fines Doubled When Workers Present" signs (FTC-R14-25) and "End Road Work" signs (G20-2) and "Right Shoulder Closed" (R01-5a) along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less. For Single Lane Closures, arrow boards and buffer (B) may also be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
6. See inverted plan of the illustrations for work on left side o roadways.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.



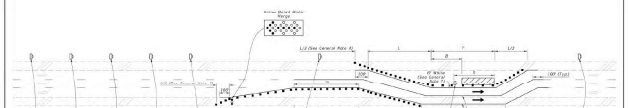
DOUBLE LANE CLOSURE

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic



TRIPLE LANE CLOSURE

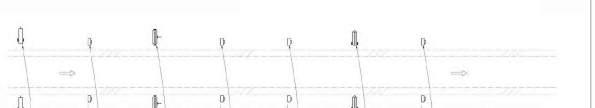
SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic



LANE CLOSURE WITH LANE SHIFT

NOTE:
If the taught distance "T" is less than 400', remove "Double Reverse Curve" signs (R3-11a) instead of the first pair of "Reverse Curve" signs (W1-4R) and omit the second pair of "Reverse Curve" signs.

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic



MOTORIST AWARENESS SYSTEM

SYMBOLS:
- Work Zone Sign
- (1) PCMS- Portable Changeable (Variable) Message Sign
- (2) PRS- Portable Regulatory Sign-Speed Limit When Flashing
- (3) DMSs- Radar Speed Display Unit
- Lane Identification and Direction of Traffic

NOTES:

1. Use the Motorist Awareness System (MAS) for lane closures of at least 3 days (consecutive or not) on roadways divided (delineated) with a posted speed of 50 mph or greater. Restrictions are present and as provided by a Designee.
2. Locate the Motorist Alert devices (i.e., PCMS, PRS, and RADS) within the advance warning signs as shown. Continue the remainder of the work zone's ITS devices with the appropriate spacing as in Standard Plans after the appropriate "Lane Closed Ahead" (R20-4L) sign.
3. For a posted speed of 45 mph or greater, display speed with a ten mph reduction. For a posted speed of 40 mph, display a reduced speed of 30 mph. For areas outside of the lane closure, use the posted speed as the work zone speed.
4. Use the PCMS in the median for roadways with three lanes or less in the same direction of traffic.

TYPICAL PCMS DISPLAY:

With speed reduction:
Message 1: WORKERS PRESENT AHEAD
Message 2: SPEED REDUCED NEXT 1/4MI

Without speed reduction:
Message 1: WORKERS PRESENT AHEAD
Message 2: NEXT 14 MILES

MULTILANE ROADWAY, LANE CLOSURES

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

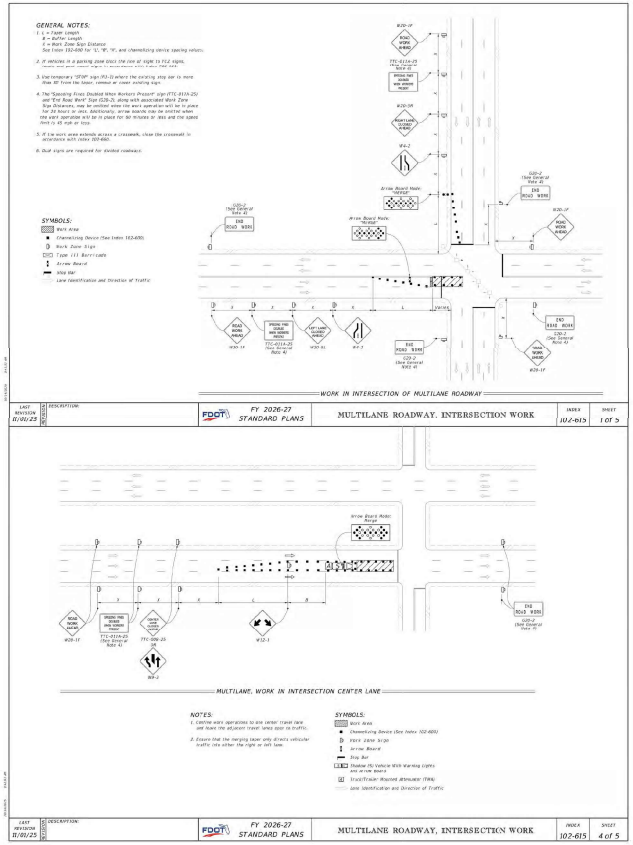
JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

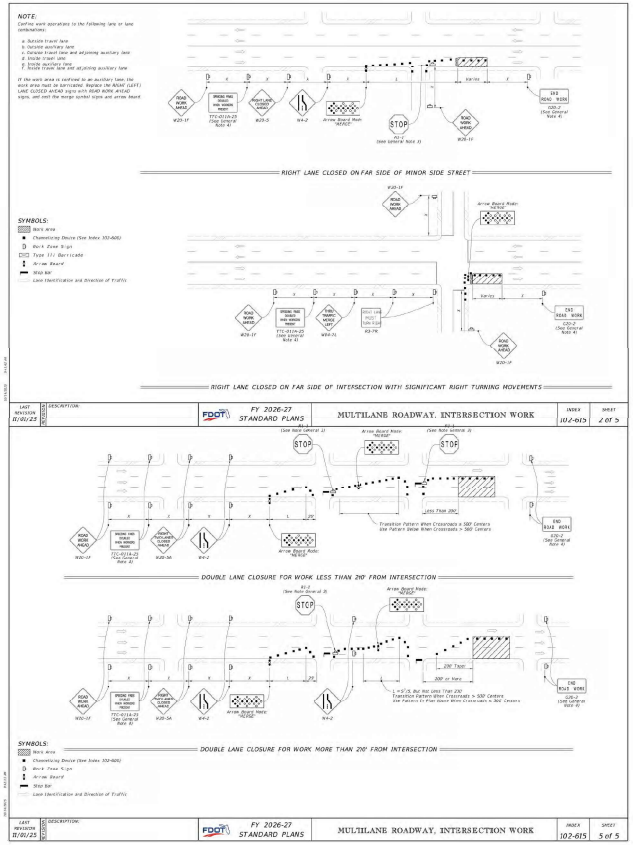
ALEX SCHUMANN, P.E., CITY ENGINEER

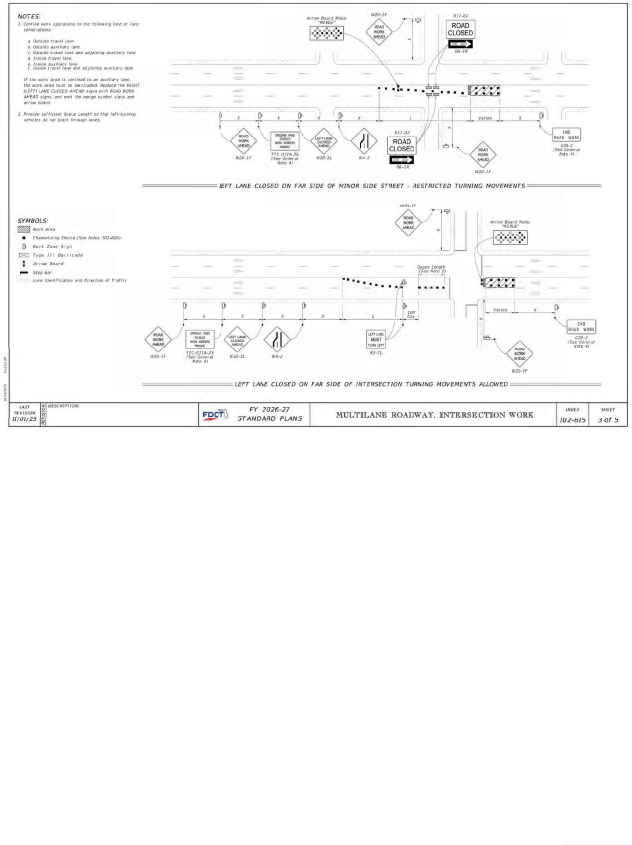
GRANADA BLVD. STREETSCAPE SIDEWALK

MAINTENANCE OF TRAFFIC

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 303







NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK

MAINTENANCE OF TRAFFIC

DATE: 2/4/26	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 304

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.B.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - City Hall Access Control		
Recommended Action	Staff recommends the award for the City Hall Access Control Project to Empire Computing & Consulting, Inc. in the amount of $333,280.86.		
Strategic Goal	Public Safety - Ensure the physical security of City assets and operations.		
Department Staff Contact	Public Works - Engineering Chuck Osteen, Information Technology Manager		

Summary

The purpose of this item is to award a bid for the City Hall Access Control Project. The City issued a Request for Proposals for the design, installation, and integration of an electronic access control and video surveillance system at City Hall. The intent of the project is to enhance facility security, improve monitoring of public and staff areas, and integrate City Hall into the City's existing Verkada security environment currently used at other City facilities.

There were 2 responsive proposals evaluated on cost, technical approach, system integration, implementation plan, vendor experience, and overall risk to the City. Both proposers offered solutions based on the Verkada platform, with key differences in scope, cost, and implementation.

Empire Computing & Consulting, Inc.'s (Empire) bid amount was $333,280.86 and Midwest Alarm Co, Inc.'s bid amount was $526,058.

Empire, with a local service presence in Daytona Beach, was selected for award based on their proven success as the City's current Verkada integrator for the Police and Parks and Recreation departments; demonstrated ability to identify and meet the City's current needs and priorities; and lowest overall project cost.

Empire's proposed scope reflects verified field conditions, which can be expanded for future needs, and provides the City with the lowest risk of implementation issues and the greatest continuity of operations. Features to be noted include:

- Access control for 71 doors.
- Video surveillance coverage based on verified field conditions.
- A defined and adjustable implementation schedule.

The initial term of this agreement shall be for 1 year and will be automatically renewed for 4 additional 1-year periods (5 years total) thereafter unless either party provides 90 days prior written notice to the other party of their intent not to renew the agreement.

Financial Impact

The bid amount is $333,280.86 with a 3-year license. Funding in the amount of $300,000 was included in the FY 2025-26 budget within Fund 301-General Capital Improvement. A budget amendment in the amount of $33,280.86 will be needed.

Citizen Impact

A reliable and consistently operating access control system for City Hall is critical to operations and provides enhanced security for both visitors and staff.

Attachments

1. 26-33 Facilities Access Control-Empire (P26-0004G)
2. Empire facilities access agr
3. Verkada Warranty
4. City of Ormond Beach RFP Legal Rev2
5. City of Ormond Beach City Hall RFP 2026-25 LEGAL
6. RFP 2026-05 evalutation summary

RESOLUTION NO. 2026-33

A RESOLUTION ACCEPTING THE PROPOSAL OF EMPIRE COMPUTING AND CONSULTING, INC. REGARDING THE FACILITIES ACCESS CONTROL PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for design and installation of a facilities access control infrastructure (the Project) (City RFP No. 2024-07), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the two (2) proposals received and determined that the proposal submitted by Empire Computing and Consulting, Inc. to provide facilities access control infrastructure in the amount of $333,280.86 is the lowest responsible and responsive proposal (a copy of said proposal being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the Capital Improvement Fund (301) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Empire Computing and Consulting, Inc. and execute an Agreement for the Project (a copy of said Agreement being 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 proposal of Empire Computing and Consulting, Inc. to provide design and installation services for the Project for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Empire Computing and Consulting, Inc.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Empire Computing and Consulting, Inc. for the Project and to pay the cost thereof from the General Capital Improvement Fund.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Purchase and Implementation Contract
RFP 2026-05

This Professional Services Agreement award for the City of Ormond Beach RFP 2026-05 is made and entered into by and between City of Ormond Beach, ("City"), of 22 S. Beach Street, Ormond Beach, Florida 32174, and Empire Computing & Consulting, ("Empire/Contractor") of 120 N. Frederick Avenue, Daytona Beach, Florida 32114.

Whereas Empire will procure on behalf of the City Verkada access controls and camera infrastructure as specified in Attachment A (product specification sheets) for which City desires Empire to perform certain Services as specified in Attachment B (installation and implementation of the products); and

Whereas Empire desires to procure such products and perform such Services on the terms and conditions set forth in this Agreement; and

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

(a) Equipment and Design comprises the "Verkada access controls and camera infrastructure" which shall mean the hardware, identified by stock codes, and pricing listed on Attachment A attached hereto and made a part hereof.

(b) "Services" shall mean the implementation, installation, deployment, training, integration ongoing assistance and future servicing of Verkada access controls and camera infrastructure in accordance with the Project Milestone Schedule attached hereto as Attachment B, and as specifically defined in Description of Services. Installation includes training for City's Information Technology staff.

DESCRIPTION OF SERVICES. Empire will provide to City of Ormond Beach the following services (collectively, the "Services"):

(a) During the term hereof, Empire shall perform Services, which shall be subject to City's written acceptance, and shall be performed by Empire's employees, acceptable to the City, who are skilled in the Operation and Maintenance of the Verkada access controls and camera infrastructure.

(b) During the term hereof City shall provide Empire with sufficient work-space to perform Services.

WORK AUTHORIZATION FOR ADDITIONAL SERVICES. In addition to the services to be performed per Attachment B, should the City elect to purchase additional products and services, Contractor shall supply those products and services at the same unit prices set forth on Attachment A on an as-needed basis for the duration of the contract term. City makes no covenant or promise as to the number of products City will purchase during the life of this Agreement.

Prior to any purchases made for Additional Services, a Work Authorization shall be issued which shall contain:

(1) an itemized quote that lists the products being purchased and the price for each product as set forth on the attached exhibit.
(2) the order and delivery dates.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. Any individual purchases over $75,000.00 will require City Commission approval. Smaller purchases will require City Commission approval if the cumulative total reaches the $75,000.00 threshold. City reserves the right to make purchases from other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

PAYMENT. Payment shall be made to Empire Computing & Consulting, Inc., 120 N. Frederick Avenue, Daytona Beach, Florida 32114.

City agrees to pay Empire as follows:
City agrees to make payment to Empire for all hardware (Verkada cameras, accessories, controls, etc.) in the amount of $173,776.79 within five (5) business days of delivery to City and signed receipt by City as received. Implementation (non-hardware) to be made in equal payments of $47,851.22 at 30%, 60% and 90% complete as shown by milestones on Attachment B Timeline and the remaining contract fee of $15,950.41 at completion of advanced training for IT staff as detailed in Attachment B, Project punch list and City sign-off of project completion.

Empire understands the City's payment terms to be five (5) business days upon receipt of approved invoice and can be made with ACH payments as is standard payment practice in place currently between the two parties.

In addition to any other right or remedy provided by law, if City fails to pay for the Services when due, Empire has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

TERM. This Agreement will become effective on the date it is fully executed by the parties and shall have an initial term of one (1) year and will be automatically renewed for four (4) additional one-year periods unless either party provides ninety (90) days written notice of their intent no to renew.

TERMINATION. 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.

CONFIDENTIALITY. Empire, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Empire, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. Empire and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

WARRANTY. Empire shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Empire's community and region, and will

provide a standard of care equal to, or superior to, care used by service providers similar to Empire on similar projects.

Empire warrants that the Services, including equipment and installation, shall be of good quality and workmanship and in accordance with acceptable procedures for the Verkada access controls and camera infrastructure, and that the Verkada hardware will meet the specifications therefor. All Verkada servicing includes lifetime Primary Support from Verkada and Secondary Support from Empire as defined in Empire's proposal. All hardware purchased by City shall have a ten (10) year warranty as provided in the Verkada Warranty Terms attached hereto as Attachment C incorporated herein by reference. The warranty period(s) will begin once the equipment is installed and fully operational. All warranties will commence when equipment is fully operational.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time-period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

GOVERNING LAW AND 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.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a

court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may only be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Empire shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Empire's interest herein, or all or any part of any interest in Empire, without the prior written consent of the City, which consent shall not be unreasonably withheld.

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.

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.

INDEMNIFICATION. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Empire 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 Empire 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.

DUTY TO DEFEND. Empire 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 "Indemnification" 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.

INSURANCE. Empire 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 Empire 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 Empire'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 Empire's operations under this Agreement, whether such operations be by Empire, 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. Empire'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. Empire is responsible for the amount of any deductible or self-insured retention.

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 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 **Not Applicable**

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 **Not Applicable**

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.

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.

COMPLIANCE WITH LAWS. Empire shall comply with all applicable federal, state and local laws and regulations.

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW. Empire 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 Empire 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 Empire or keep and maintain public records required by the City to perform the service. If Empire transfers all public records to the City upon completion of the contract, Empire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Empire keeps and maintains public records upon the completion of the contract, Empire 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 Empire to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject Empire to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF EMPIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMPIRE'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)

LIMITATION OF REMEDY AND LIABILITY. Empire and City 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.

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

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.

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. Empire 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) Empire agrees that if Empire enters into an agreement with a subcontractor, the subcontractor must provide Empire with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Empire 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 Empire and order Empire to immediately terminate the contract with the subcontractor.

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

NO CONFLICT OF INTEREST. Empire 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. Empire 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. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by Empire.

EFFECTIVE DATE. This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____

Print Name: _____

By: _____
JASON LESLIE
Mayor

_____

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2026.

Witnesses:

EMPIRE COMPUTING & CONSULTING, INC.

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

Florida State Statute 281.301: Protection of critical infrastructure and security system information.

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Project Pricing by Floor/Product		
Description	**Cost**	**Notes**
Camera		
Verkada HW 1st Floor	$39,836.86	42 Cameras
Verkada Licenses 3YR	$17,994.86	
Verkada Mounting HW	$1,887.39	
1st Floor Installation	$27,260.00	Includes CAT6 runs, jhooks, patch panels, and cables
Camera		
Verkada HW 2nd Floor	$11,114.63	11 Cameras
Verkada Licenses 3YR	$4,749.63	
2nd Floor Installation	$5,500.00	Includes CAT6 runs, jhooks, patch panels, and cables
Access Control		
Verkada HW 1st Floor	$33,178.49	42 Doors
Verkada Licenses 3YR	$16,855.86	
Door HW	$29,845.00	Electrification of doors and HW required for access control
1st Floor Installation	$54,769.50	
DPS HW & Installation	$2,489.31	Includes required composite, HW from Verkada and installation
Access Control		
Verkada HW 2nd Floor	$34,379.18	29 Doors
Verkada Licenses 3YR	$11,638.57	
2nd Floor Installation	$23,920.00	
Door HW	$7,560.00	Electrification of doors and HW required for access control
DPS HW & Installation	$802.66	Includes required composite, HW from Verkada and installation
Alarms - Panic Buttons		
Verkada HW 1st Floor	$6,414.94	Includes Licenses for building, 14 panic buttons, alarm panels, wireless hubs
Verkada HW 2nd Floor	$942.66	Includes 1 Panic Button, wireless hub and installation
Credentials		
Fobs/Cards	$2,141.32	200 credentials, encrypted
Free Shipping		***Valued at $3500.00***
	$333,280.86	

Empire Computing & Consulting, Inc.
120 N. Frederick Avenue, Daytona Beach, FL 32114
386-253-6506

Timeline and Implementation Plan

Low Voltage Cabling and Security System Installation Scope of Work

This scope of work outlines the necessary tasks for the comprehensive installation of low-voltage cabling, surveillance cameras, and access control systems on the 1st and 2nd floors, including a specific camera relocation task. Empire estimates this project to take approximately 3 months for completion.

Phase 1: First Floor Installation

Task	Description	Status
1. Cabling Infrastructure	Establish all necessary raceways and pathways for low voltage cabling (both camera and door access systems). This includes the installation of sleeves, hanging J-hooks, cable trays, and other necessary support hardware.	*Pending*
2. Camera Cabling	Pull, terminate, and test CAT6 cabling to all predetermined camera locations.	*Pending*
3. Wired Access Cabling	Pull low voltage cable to all predetermined **wired** door access locations.	*Pending*
4. Exterior Camera Installation	Install, configure, and precisely aim all **1st floor exterior** cameras.	*Pending*
5. Interior Camera Installation	Install, configure, and precisely aim all **1st floor interior** cameras.	*Pending*
6. Wired Access Control	Install and configure access control hardware (readers, strikes, etc.) on all **1st floor wired** doors.	*Pending*
7. Wireless Access Control	Install and configure access control hardware on all **1st floor wireless** doors.	*Pending*
8. System Verification	Verify the full functionality and operational readiness of all 1st-floor cameras and door access systems to meet **City approval standards**.	*Pending*
9. Housekeeping & Documentation	Complete final system management: **cable management**, clear and accurate **labeling of access control panels**, removal of all project-related trash, and replacement of all ceiling tiles.	*Pending*

Phase 2: Second Floor Installation

Task	Description	Status
1. Cabling Infrastructure	Establish all necessary raceways and pathways for low voltage cabling (both camera and door access systems). This includes the installation of sleeves, hanging J-hooks, cable trays, and other necessary support hardware.	*Pending*
2. Camera Cabling	Pull, terminate, and test CAT6 cabling to all predetermined camera locations.	*Pending*

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Task	Description	Status
3. Wired Access Cabling	Pull low voltage cable to all predetermined **wired** door access locations.	*Pending*
4. Camera Installation	Install, configure, and precisely aim all **2nd floor** cameras (interior and exterior).	*Pending*
5. Wired Access Control	Install and configure access control hardware (readers, strikes, etc.) on all **2nd floor wired** doors.	*Pending*
6. Wireless Access Control	Install and configure access control hardware on all **2nd floor wireless** doors.	*Pending*
7. System Verification	Verify the full functionality and operational readiness of all 2nd-floor cameras and door access systems to meet **City approval standards.**	*Pending*
8. Housekeeping & Documentation	Complete final system management: **cable management**, clear and accurate **labeling of access control panels**, removal of all project-related trash, and replacement of all ceiling tiles.	*Pending*

Maintenance and Support

Primary Support (Verkada)

Verkada provides **24/7 support** (chat, phone, email) with a response time of **under 2 minutes** to resolve most system issues and initiate troubleshooting.

Secondary Support (Empire)

Empire is engaged for issues validated by Verkada that require reseller support.

Service Type	Timing	Rate	Details
Critical Issues	Non-Business Hours (5:30 PM – 8:30 AM M-F; Weekends/Holidays)	**$225/hour** (Phone)	For immediate, critical needs only.
	Non-Business Hours	**$350/hour** (On-site)	Requires physical presence.
Non-Critical Issues	Normal Business Hours	**$125/hour** (On-site)	Includes travel time; remote troubleshooting followed by scheduled on-site service.
Network Monitoring	(Optional)	Negotiable Monthly Fee	Available for reviewing/monitoring device outages.

System Reliability and Maintenance

Access Control Panels

- **Battery Backup:** Our proposal includes battery backups providing approximately **45 minutes** of operation during a power outage.
- **Fail-Safe Protocol:** All doors will **fail safe** during a power outage, with the **single exception** of the magnet door. With an internet outage, all readers will continue to function in cache mode as long as power is present.

Inventory

- Empire strongly recommends procuring **spare panels and readers** (quantity to be determined at purchase) to ensure **immediate replacement** in the event of component failure.

Software Updates

Florida State Statute 281.301: Protection of critical infrastructure and security system information.

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EXHIBIT "B"

PROJECT MILESTONE SCHEDULE

Project: Verkada Security & Access Control Implementation

Client: City of Ormond Beach - City Hall

PHASE 1: INITIATION & PROCUREMENT (0% – 30%)
Three weeks – Estimated completion: May 15, 2026

- **Project Kickoff:** Formal design approval and contract execution.
- **Plan Approval:** Receipt of signed floor plans and system designs approved by the City.
- **Hardware Procurement:** * Verkada hardware ordered.
    - Submission of invoice for Verkada hardware.
- **Implementation Planning:** Final approval of the project implementation plan.
- **Logistics:** Receipt of hardware (Delivery to 2nd Floor City Hall storage).
- **User Provisioning:** City creation of initial users and viewing privileges for cameras.

PHASE 2: VIDEO SURVEILLANCE DEPLOYMENT (30% – 60%) Three weeks – June 30, 2026

- **Infrastructure:** Installation of all CAT6 and composite wiring for designated areas.
- **Hardware Installation:** Mounting of cameras and activation of licenses.
- **Command Configuration:** * Setup of Verkada Command for camera management.
    - Initial user training on the Command platform.
- **Billing:** Submission of labor invoice for camera installation.
- **Access Control Prep:** * City creation of users for access control, rights, and privileges.
    - Distribution of credentials (badges/mobile) prior to hardware installation.
- **Commissioning:** Successful system commissioning for Video Surveillance.

PHASE 3: ACCESS CONTROL & ALARMS (60% – 90%)
Ten weeks - Estimated completion: September 30, 2026

- **Physical Installation:** Installation of readers, panels, and alarm products.

- **System Integration:** * Setup of Verkada Command for Access Control and Alarms.
    - **Video Linking:** Integration of door events with corresponding video feeds.
- **Billing:** Submission of labor invoice for Access Control.
- **Commissioning:** Successful system commissioning for Access Control.

PHASE 4: PROJECT CLOSEOUT (90% – 100%)

Estimated completion: October 15, 2026

- **Quality Assurance:** Completion of all punch list items.
- **Operational Status:** Verification of cameras, access control, and alarms as fully operational.
- **Documentation:** "As-Installed" documentation uploaded to Verkada Command.
- **Handover:** * Advanced training for IT Staff.
    - Transfer of warranty and support documentation.

SUMMARY TABLE

Phase	Milestone Focus	Payment/Invoicing
Phase 1	Design & Hardware	Hardware Only Invoice
Phase 2	Video & Wiring	Camera Labor Invoice
Phase 3	Access & Alarms	Access Control Labor Invoice
Phase 4	Handover	Final Closeout

Product Warranty

EXHIBIT "C"

Learn about the product warranty for all Verkada products

At Verkada, we stand by our products and are pleased to offer warranties included with the purchase of your Verkada products. Full warranty details (including hardware) are outlined in our End User Agreement ↗. This agreement defines our relationship with you and our services.

Our warranties are up to 10 years, depending on the model of your Verkada device. Please check the datasheet for your device for its specific warranty information, found on our Docs ↗ page.

Reach out to our Support team ↗ anytime you need to use the warranty.

accident, abuse or misuse, acts of God, or any unauthorized use of the hardware.

Note: For all products, the primary warranty limitation is that they are not damaged due to an

Verkada **Legal Center**

Mutual Nondisclosure Agreement

End User Agreement

Service Level Agreement

Product-Specific Terms

Customer Data Processing Addendum

Business Associate Agreement

End User Agreement

Version 3.1 (Current)

Effective January 14th 2026

Propose changes

Click above to sign or propose changes

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and you, the end customer and user ("Customer") and governs use of the Products (as defined below), either in connection with a purchase of the Products or use of the Products for evaluation purposes as part of a trial. Customer is under no obligation to purchase the evaluation Products used in a trial but will be invoiced for Products not purchased or returned following the expiration of the trial period.

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be bound

by its terms. If you are accepting this Agreement on behalf of Customer, you represent and warrant that you have full legal authority to bind Customer to this Agreement. If Customer and Verkada have executed a written agreement governing Customer's access to and use of the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective between Verkada and the Customer as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (the "**Effective Date**"). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer's continued use of the Products. Customer agrees to regularly review this Agreement for any updates.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Claim**" means any third party claim, action, demand, suit, or proceeding made or brought against a party to this Agreement.

"**Customer Data**" means all data uploaded to the Products by Customer, excluding System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the then-current Data Processing Addendum available at https://legal.verkada.com/#cdpa.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "**Command**," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" means each license SKU set forth on a Purchase Order.

"**License Term**" means, subject to Section 2.1 below, the period starting on Product shipment and continuing for the length of time indicated in the License SKU set forth on the applicable Purchase Order (plus a 30 day period).

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document to purchase such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Product-Specific Terms**" means the then-current terms for certain features, functionality, and/or services included as part of or with the Products available at https://legal.verkada.com/#product-specific-terms.

"**Purchase Order**" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products for the prices set forth therein.

"**Service Level Agreement**" means the then-current Service Level Agreement available at https://legal.verkada.com/#sla.

"**Software**" means the Firmware, Hosted Software, and any other software that Verkada makes available for download by the Customer.

"**Support**" means the technical support services and resources available at www.verkada.com/support.

"Supported Third Party Devices" means non-Verkada hardware products, including certain third party wireless locks and/or video cameras, which Customer may manage via the Software.

"**System Data**" means Product performance data and usage information, such as analytics, metrics, performance, configuration, and logs and event data, regarding Customer's use of the Products.

"**Users**" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1. License to Customer. When Customer purchases a License, Verkada grants Customer a royalty-free, nonexclusive, non-transferable (except under Section 12) worldwide right during the License Term to use the Software, subject to the terms of this Agreement. Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units, Supported Third Party Devices, and/or Product Features that the Customer manages by means of the Software (collectively, "**Valid Licensing**"); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. Certain Products are subject to the Product-Specific Terms.

2.2. License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and

authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3. Restrictions. Customer will not and will ensure its Users do not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; (iv) collect, use, or share any Customer Data with the Products without first providing all required notices or obtaining necessary licenses, authorizations, approvals, or consents (including from data subjects) as required under applicable law; (v) use the Products to conduct any fraudulent or malicious activities or otherwise in violation of applicable law or regulation; or (vi) provide the Products (or access to them) as part of a managed service (without entering into a separate written agreement with Verkada) (each of (i) through (vi), a "**Prohibited Use**").

3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

3.1. Courtesy Returns. Customer may return up to $250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

3.2. Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of

shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.3. Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customers engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4. Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1. General. Verkada will provide the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2. Availability. Verkada will make the Hosted Software available in accordance with the terms of the Service Level Agreement.

4.3. Support. Verkada will provide Support to Customer in order to resolve any errors, bugs, or similar issues Customer experiences with the Products or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of

Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4. Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1. Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). If Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will, and will ensure its Users, use the Products only in accordance with the Documentation and in compliance with all applicable laws. Customer will not export or re-export the Products or use the Products to provide services in violation of applicable export and economic sanctions laws and regulations. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary licenses and/or permits necessary to operate its business and complies with all applicable laws regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2. Account Administration. Customer is responsible for identifying individuals within Customer's organization to act as administrator(s) of Customer's account. Such person(s) will, among other things, monitor and manage access privileges of other Users and have the authority to act for Customer in connection with any actions, such as feature opt-ins, taken by such persons within the Hosted Software. Customer will verify, including ensuring that any third-party installer verifies, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software before installation, and on renewal, as described in the Documentation.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement will commence on the Effective Date and will continue for the duration of the License Term.

6.2. Termination for Cause; Suspension. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 30 days of being notified to do so. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1. Verkada may temporarily suspend Customer's use of the Products or access to the Hosted Software if Customer engages in a Prohibited Use or as necessary to comply with applicable law.

6.3. Effect of Termination. If the Agreement expires or terminates, then all rights to access the Hosted Software (including Customer Data) will terminate. The following provisions will survive any expiration or termination of the Agreement: Sections 2.3, 6.3, 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than under this Agreement; (ii) publicly known through no fault of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2. Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this

Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by its Representatives.

7.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable law, including by court order, subpoena, or similar instrument so long as the Receiving Party (if legally permitted) provides the Disclosing Party with written notice of the required disclosure to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1. Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software and the System Data, and owns all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not transfer any rights in the Customer Data to Verkada, except for the limited license set forth in Section 2.2.

10. INDEMNIFICATION

10.1. By Verkada. Verkada will indemnify and defend Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Customer Indemnitees, alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or

(d) specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2. By Customer. Customer will indemnify and defend Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; (b) Customer Data; or (c) Customer's indemnity obligations under the Product-Specific Terms (if applicable). Customer will pay any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1. Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE PRODUCTS OR SUPPORT, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. VERKADA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR

RELIABILITY OF ANY FEATURES WITHIN THE HOSTED SOFTWARE THAT MAKE USE OF ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING MODELS, INCLUDING FACIAL RECOGNITION TECHNOLOGY, AND DISCLAIMS ANY RESPONSIBILITY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FALSE IDENTIFICATION OR MISIDENTIFICATION ARISING FROM USE OF SUCH FEATURES. CUSTOMER AGREES THAT THESE FEATURES ARE PROVIDED ON AN "AS IS" BASIS, AND THE ENTIRE RISK AS TO THE PERFORMANCE OF THESE FEATURES AND THE QUALITY OF THE INFORMATION DERIVED THEREFROM IS WITH CUSTOMER. IF ANY OF SUCH INFORMATION IS INCORRECT, CUSTOMER ASSUMES THE COST OF ANY CORRECTION.

11.2. No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3. Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (THE "**FEES PAID**").

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4. Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10 (unless set forth in Section 11.5); and (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the Fees Paid.

11.5. Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Section A.3 of the Product-Specific Terms (if applicable); (b) Customer's indemnification obligations in Section 10.2(c); and (c) either party's breach of confidentiality (but excluding any liability associated with Verkada's security obligations with respect to Customer Data, which remains subject to the Excluded Claims cap); or (d) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct. Neither party will be entitled to any limit on direct damages as set forth in Section 11.3 with respect to Uncapped Claims.

12. MISCELLANEOUS

This Agreement, including the DPA, Product-Specific Terms, and the Service Level Agreement, which are hereby incorporated by reference into the Agreement, is the entire agreement between Customer and Verkada and supersedes all prior or contemporaneous agreements and understandings concerning its subject matter. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided by one

party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal-notice@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**").

Except as set forth in Section 13 below, all claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of California without reference to conflict of law rules. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and

reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights, or other proprietary rights.

13. U.S. PUBLIC SECTOR CUSTOMERS

Notwithstanding any provision to the contrary, if Customer is a:

(i) U.S. federal government entity, then (a) the Agreement is governed by applicable U.S. federal law, (b) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable U.S. federal law, and (c) if Customer is legally prohibited from providing any indemnity, none will apply. Also, this Agreement shall not be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. In addition, the Products (including the Software and Documentation) consist of commercial items, including commercial computer software and associated documentation, as defined in applicable U.S. Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement, and were developed solely at private expense. As such, Customer's rights in the Software and Documentation are as set forth in this Agreement.

(ii) U.S. state, county, or city entity, then (a) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable state law without waiving sovereign immunity, and (b) if Customer is legally prohibited from providing any indemnity, none will apply.

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Product Warranty

Learn about the product warranty for all Verkada products

At Verkada, we stand by our products and are pleased to offer warranties included with the purchase of your Verkada products. Full warranty details (including hardware) are outlined in our End User Agreement ↗. This agreement defines our relationship with you and our services.

Our warranties are up to 10 years, depending on the model of your Verkada device. Please check the datasheet for your device for its specific warranty information, found on our Docs ↗ page.

Reach out to our Support team ↗ anytime you need to use the warranty.

Note: For all products, the primary warranty limitation is that they are not damaged due to an accident, abuse or misuse, acts of God, or any unauthorized use of the hardware.

RFP 2026-05 Updated Pricing

Quote #	Description	RFP Cost with 1YR Lic	Updated 3YR License	Final # of Devices
21464	Fobs (Access Control	$2,141.32	$2,141.32	
21450	Access Control HW Floor 1	$67,222.06	$33,178.49	
21462	Access Control HW Floor 2	$53,745.98	$34,379.18	
21454	Access Control Installation 1	$59,352.00	$54,769.50	
21460	Access Control Installation 2	$27,670.00	$23,920.00	
21451	Access Control Licensing 1	$11,177.61	$16,855.86	42 Doors
21463	Access Control Licensing 2	$7,340.52	$11,638.57	29 Doors
21446	Cameras Floor 1	$36,421.20	$39,836.86	
21448	Cameras Mounts	$2,066.28	$1,887.39	
21458	Cameras Floor 2	$11,114.63	$11,114.63	
21457	Camera Installation Floor 1	$23,710.00	$27,260.00	
21461	Camera Installation Floor 2	$5,500.00	$5,500.00	
21447	Camera Licensing Floor 1	$9,010.76	$17,994.86	42 Cameras
21459	Camera Licensing Floor 2	$1,721.23	$4,749.63	11 Cameras
21453	Door Hardware Floor 1	$28,265.00	$29,845.00	
21468	Door Hardware Floor 2	$7,560.00	$7,560.00	
21449	Alarms Floor 1 with install	$7,088.93	$6,414.94	
21465	Alarms Floor 2 with install		$942.66	
21471	DPS 1st Floor with install	(optional)	$2,489.31	
21468	DPS 2nd Floor with install	(optional)	$802.66	
	Total	$361,107.52	$333,280.86	

Verkada Hardware Cost (Payment due at delivery)	$173,776.79
Installation and AC/Alarms HW Payment Schedule	$159,504.07
30%	$47,851.22
60%	$47,851.22
90%	$47,851.22
10%	$15,950.41

City of Ormond Beach RFP 2026-05



Gloria Burke

Empire Computing & Consulting, Inc.

12/9/2025

December 8, 2025

City of Ormond Beach

22 S. Beach Street

Ormond Beach, FL 32114

RE: City Hall Access Control, RFP 2026-05

Thank you for the opportunity to present our comprehensive proposal for your access control and camera infrastructure, utilizing the **Verkada platform**.

Since the successful implementation of Verkada at the City's Police Department in 2022, Empire has established itself as a leading security partner, deploying Verkada solutions at **over 50 locations across the State of Florida**. Our client list includes respected entities such as the City of Tavares, the City of Aventura, and the Gilchrist County Sheriff's Office, demonstrating our proven capability in municipal and public safety environments.

Verkada is the superior choice for scalability and reliability, offering an ever-widening range of integrated products—all managed under a single, intuitive platform. This proposal features a robust, modern security ecosystem:

- **Cameras and Video Security**
- **Access Control Readers** with advanced Bluetooth capability
- **Seamlessly Integrated Wireless Locks**
- **Verkada's Integrated Panic Alarm Solution**

As requested in the RFP checklist, **Empire has completed all necessary site surveys**, and detailed depictions of our proposed security plan are included in the Technical Proposal section.

Furthermore, you can be assured of our expertise: **All Empire installers are Verkada certified**, and Empire has achieved **Platinum Partner status** with Verkada. This designation confirms our deep commitment to specialized training, technical proficiency, and high-level involvement, ensuring you partner with a highly invested and qualified security integrator.

We are confident that our experience and the powerful capabilities of the Verkada platform will provide you with a state-of-the-art security solution. We would welcome the opportunity to walk through this proposal with you to discuss specific location strategies, the camera models chosen, and our detailed implementation plan.

Thank you for your consideration.

Sincerely,

Gloria Burke

Director, Operations and Development

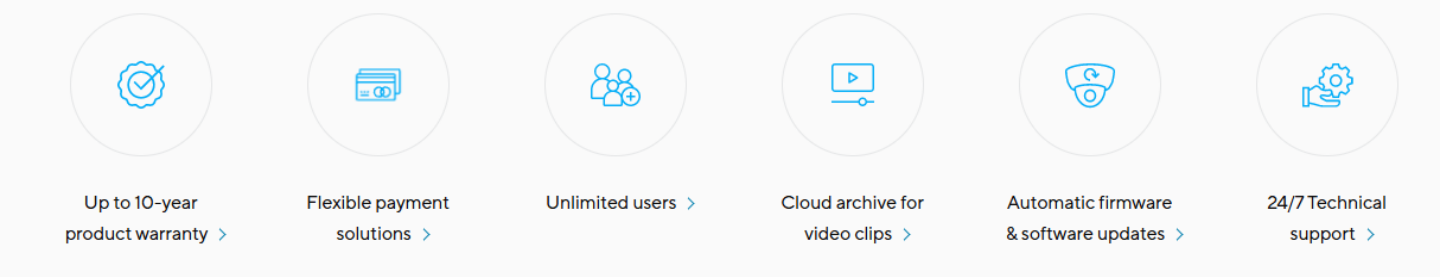
Empire Computing & Consulting, Inc.
120 N. Frederick Avenue, Daytona Beach, FL 32114
386-253-6506

Technical Presentation

1st Floor Cameras and Access Control Breakdown

We have leveraged an optimized system design, detailed in the **conception drawing**, which allows us to achieve **complete coverage** of the required areas with **42 cameras**. This efficient design is reflected in the cost provided for this portion of the project.

The proposed cameras are standard with 30 days of on device storage. Additionally, Verkada provides unlimited cloud archiving. Some of the features inherent with Verkada's cameras are below:



We understand that the City may have additional coverage needs or preferred placement adjustments. We are prepared to conduct a comprehensive post-award review of any supplementary areas or modifications the City wishes to implement.

Based on the subsequent site walkthrough and floor plan analysis, our access control proposal is structured as follows:

We are quoting a total of **42 doors** on the first floor for access control integration. This total is segmented into two distinct approaches to meet the specified requirements:

- **Hardwired Doors (33):** We will provide the necessary details and hardware to support the **electrification** of these doors, ensuring robust, reliable control.
- **Verkada Mortise Wireless Locks (9):** These doors will utilize the Verkada mortise wireless locks, which allows for **seamless, full integration** with the advanced door control features within **Verkada Command**.
- **Door Position Sensors for any public facing door**
- https://www.verkada.com/access-control/#key-features can be found in this link.
- Verkada access control readers and wireless locks offer multiple methods to allow access (Bluetooth on invited device, credentials with EV3 card or fob). Our quote provides both inherently.

1st Floor Camera Verkada Hardware (interior/exterior)

Stock Code	Description	Quantity	Price	Extended
CM42-256-HW	Indoor Mini Dome Camera, 256GB, 30 days on device s	7.00	468.33	3278.31
CD53-256-HW	CD53 Dome Camera, Indoor	4.00	870.33	3481.32
CD32-256-HW	CD32 Indoor Dome Camera, 256GB, 30 Days Max	2.00	535.33	1070.66
CD43-256-HW	CD43 Indoor Dome Camera	7.00	669.33	4685.31
CD63-512-HW	CD63 Indoor Dome Camera	3.00	1138.33	3414.99
CD43-256E-HW	CD43 Outdoor Dome Camera	1.00	803.33	803.33
CF83-512E-HW	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	11.00	1205.33	13258.63
CY53-512E-HW	CY53-E Two Camera Multisensor	1.00	1473.33	1473.33
CD63-512E-HW	Verkada CD63-512E-HW Outdoor Dome camera 4K, 30	2.00	1272.33	2544.66
CD53-256E-HW	CD53-E Outdoor Dome Camera	3.00	1004.33	3012.99
CH63-2TBE-HW	CH63 Four-Camera Multisensor Series	1.00	2813.33	2813.33

1st Floor Licenses for Verkada Cameras (3 Year)

Stock Code	Description	Quantity	Price	Extended
LIC-CAM-3Y-CAP	Verkada Camera License, 3Y	40.00	401.33	16053.20
LIC-CAM-MLT4-3Y-CAP	3-Year Four-Camera Multisensor License, Capacity Incı	1.00	1205.33	1205.33
LIC-CAM-MLT2-3Y-CAP	3-Year Two-Camera Multisensor License, Capacity Incr	1.00	736.33	736.33

1st Floor Mounting Accessories

Stock Code	Description	Quantity	Price	Extended
ACC-MNT-ANGLE-1	Angle Mount (Cameras)	7.00	99.83	698.81
ACC-MNT-ARM-1	Arm Mount	7.00	66.33	464.31
ACC-MNT-PEND-1	Standard Pendant Cap	6.00	66.33	397.98
ACC-MNT-POLE-1	Verkada Pole Mount Kit	1.00	140.03	140.03
ACC-MNT-YPEND-1	Two-Camera Multisensor Pendant Cap Mount	1.00	73.03	73.03
ACC-POE-90W-NA	Indoor 90W PoE++ (802.3bt-2018) Injector, GigE, NA Ty	1.00	113.23	113.23

1st Floor Installation Cameras

Stock Code	Description	Quantity	Price	Extended
EMP-INSTALLATION	Installation of 1st floor Cameras, Mounts and Cat6 cab	1.00	24410.00	24410.00
LIFT RENTAL	Lift rental for project installation 2 - day rental required	1.00	1600.00	1600.00
EMP-ENGINEERING	Engineer Support as defined. Command Configuration	10.00	125.00	1250.00

*Emp-Engineering includes configuration of the Verkada Command site to include configuration of analytics, set up of alerts, user privileges.

1st Floor Access Control Hardware

Stock Code	Description	Quantity	Price	Extended
AD34-HW	Verkada AD34 Door Reader	32.00	267.33	8554.56
AD64-HW	Keypad Door Reader	1.00	434.83	434.83
AL54-MS-CC-01-26-HW	AL54 Mortise Lock, Conventional Core	9.00	1259.30	11333.70
AC62-HW	AC62 16 Door Controller	2.00	3818.33	7636.66
AC42-HW	AC42 4 Door Controller	2.00	1205.33	2410.66
AC12-HW	AC12 one-door controller	2.00	535.33	1070.66
WH32-HW	Verkada Alarms Wireless Repeater	3.00	209.30	627.90
ACC-BAT-18AH	18AH Backup Battery	2.00	468.33	936.66
ACC-BAT-4AH	4AH Battery Backup	2.00	86.43	172.86

Note: Wireless Locks (AL54 Mortise Lock) will come keyed alike and will not match existing wired doors. The locks can be re-pinned at additional cost.

1st Floor Access Control Verkada Licenses (1 Year)

1st Floor Access Control Door Hardware (electrification)

Stock Code	Description	Quantity	Price	Extended
DOOR HARDWARE	Door Hardware, Access Control	1.00	29845.00	29845.00

Key: D17, D18, D36, D37 receive mortise cut in strike.

D10, D41, D72, D23 receive cylindrical strike

D09, D39, D11, D17, D25, D29, D14, D33, D34, D35, D13 receive PT Hinge

D01, D02, D03, D77, D26, D16, D19, D27, D21 receive surface mounted strike

D09, D25, D14, D33, D34, D35, D13 receive electrification kit

D38, D67 receive Loop

D39, D11, D29, D38, D67 receive Von Duprin electrification kit

(2) doors adjacent to elevator will receive readers and composite only; HW by City & change of exit path

1st Floor Access Control Installation

Stock Code	Description	Quantity	Price	Extended
EMP-INSTALLATION	Verkada HW, conduit, composite, door HW	1.00	49519.50	49519.50
EMP-ENGINEERING	Engineer Support as defined. Command Configuration	1.00	5250.00	5250.00

*Emp-Engineering includes configuration of the Verkada Command site to include users, access roles, privileges, card assignment and schedules.

2nd Floor Cameras and Access Control Breakdown

For the second-floor deployment, our design, detailed in the conception drawing, utilizes **11 cameras** to achieve the comprehensive coverage specified in the RFP requirements. Please note that for areas containing individual workspaces within a shared group environment, we have focused coverage exclusively on the **access points** rather than the interior of the individual areas.

We understand that the City may have additional coverage needs or preferred placement adjustments. We are prepared to conduct a comprehensive post-award review of any supplementary areas or modifications the City wishes to implement.

Based on the subsequent site walkthrough and floor plan analysis, our access control proposal is structured as follows:

We are quoting a total of **29 doors** (2 with in and out readers) on the second floor for access control integration. This total is segmented into two distinct approaches to meet the specified requirements:

- **Hardwired Doors (12):** We will provide the necessary details and hardware to support the **electrification** of these doors, ensuring robust, reliable control.
- **Verkada Mortise Wireless Locks (20):** These doors will utilize the Verkada mortise wireless locks, which allows for **seamless, full integration** with the advanced door control features within **Verkada Command**.
- **Door Position Sensors for any public facing door**

A breakdown of the Verkada hardware, licensing, accessory mounts, door hardware and installation for both cameras and access control 1st Floor proposal follows:

2nd Floor Camera Verkada Hardware (interior only)

Stock Code	Description	Quantity	Price	Extended
CM42-256-HW	Indoor Mini Dome Camera, 256GB, 30 days on device s	1.00	468.33	468.33
CD43-256-HW	CD43 Indoor Dome Camera	3.00	669.33	2007.99
CD63-512-HW	CD63 Indoor Dome Camera	1.00	1138.33	1138.33
CF83-512E-HW	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	5.00	1205.33	6026.65
CY53-512E-HW	CY53-E Two Camera Multisensor	1.00	1473.33	1473.33

2nd Floor Licenses for Verkada Cameras (1 Year)

Stock Code	Description	Quantity	Price	Extended
LIC-CAM-3Y-CAP	Verkada Camera License, 3Y	10.00	401.33	4013.30
LIC-CAM-MLT2-3Y-CAP	3-Year Two-Camera Multisensor License, Capacity Incr	1.00	736.33	736.33

2nd Floor Installation Cameras

Stock Code	Description	Quantity	Price	Extended
EMP-INSTALLATION	Install 2nd fl Cameras, Cat6 cables	1.00	5000.00	5000.00
EMP-ENGINEERING	Engineer Support as defined. Command Configuration	4.00	125.00	500.00

*Emp-Engineering includes configuration of the Verkada Command site to include configuration of analytics, set up of alerts, user privileges.

2nd Floor Access Control Hardware

Stock Code	Description	Quantity	Price	Extended
AD34-HW	Verkada AD34 Door Reader	12.00	267.33	3207.96
AC62-HW	AC62 16 Door Controller	1.00	3818.33	3818.33
AC12-HW	AC12 one-door controller	2.00	535.33	1070.66
WH32-HW	Verkada Alarms Wireless Repeater	3.00	209.30	627.90
AL54-MS-CC-01-26-HW	AL54 Mortise Lock, Conventional Core	20.00	1259.30	25186.00
ACC-BAT-18AH	18AH Backup Battery	1.00	468.33	468.33

2nd Floor Access Control Verkada Licenses (1 Year)

Stock Code	Description	Quantity	Price	Extended
LIC-AC-3Y-CAP	3-Year Door License, Capacity Increase	29.00	401.33	11638.57

2nd Floor Access Control Door Hardware (electrification)

Stock Code	Description	Quantity	Price	Extended
DOOR HARDWARE	Door Hardware, Access Control	1.00	7560.00	7560.00

Key: D37, D26, D40 receive mortise cut in strike.

D37 receives PT Hinge

D27, D39 receive surface mounted strike

D68, D69 receive electrification kit

D68, D69 receive Loop

2nd Floor Access Control Installation

Stock Code	Description	Quantity	Price	Extended
EMP-INSTALLATION	Verkada HW, conduit, composite, door HW	1.00	21420.00	21420.00
EMP-ENGINEERING	Engineer Support as defined. Command Configuration	20.00	125.00	2500.00

*Emp-Engineering includes configuration of the Verkada Command site to include users, access roles, privileges, card assignment and schedules.

Access Control Fobs

Stock Code	Description	Quantity	Price	Extended
ACC-EV3-FOB-1	Verkada encrypted fobs	4.00	535.33	2141.32

Alarms (Panic Buttons) 1st Floor – includes required license

Stock Code	Description	Quantity	Price	Extended
BP52-HW-NA	Verkada BP52 Alarm Panel, North America Type B Plug	1.00	602.33	602.33
LIC-BX-MA-1Y	1-Year Advanced Video Alarms License for 1 Site	1.00	1005.00	1005.00
WH52-HW	New Alarms Wireless Hub	3.00	401.33	1203.99
BR33-HW	Wireless Panic Button	14.00	66.33	928.62
EMP-INSTALLATION		1.00	2050.00	2050.00
EMP-ENGINEERING	Engineer Support as defined. Command Configuration	5.00	125.00	625.00

Alarms (Panic Buttons) 2ndFloor – license included in 1st floor

Stock Code	Description	Quantity	Price	Extended
WH52-HW	New Alarms Wireless Hub	1.00	401.33	401.33
BR33-HW	Wireless Panic Button	1.00	66.33	66.33
EMP-INSTALLATION		1.00	475.00	475.00

Door Position Sensors (1st & 2nd Floors)

Stock Code	Description	Quantity	Price	Extended
BR13-HW	BR13 Wired Recessed Door Contact, 5P	7.00	66.33	464.31
EMP-INSTALLATION	Installation of door position sensors at 1st floor public	27.00	75.00	2025.00

Stock Code	Description	Quantity	Price	Extended
BR13-HW	BR13 Wired Recessed Door Contact, 5P	2.00	66.33	132.66
EMP-INSTALLATION	Installation of door position sensors at 2nd floor publi	9.00	75.00	675.00

Project Pricing by Floor/Product		
Description	**Cost**	**Notes**
Camera		
Verkada HW 1st Floor	$39,836.86	42 Cameras
Verkada Licenses 3YR	$17,994.86	
Verkada Mounting HW	$1,887.39	
1st Floor Installation	$27,260.00	Includes CAT6 runs, jhooks, patch panels, and cables
Camera		
Verkada HW 2nd Floor	$11,114.63	11 Cameras
Verkada Licenses 3YR	$4,749.63	
2nd Floor Installation	$5,500.00	Includes CAT6 runs, jhooks, patch panels, and cables
Access Control		
Verkada HW 1st Floor	$33,178.49	42 Doors
Verkada Licenses 3YR	$16,855.86	
Door HW	$29,845.00	Electrification of doors and HW required for access control
1st Floor Installation	$54,769.50	
DPS HW & Installation	$2,489.31	Includes required composite, HW from Verkada and installation
Access Control		
Verkada HW 2nd Floor	$34,379.18	29 Doors
Verkada Licenses 3YR	$11,638.57	
2nd Floor Installation	$23,920.00	
Door HW	$7,560.00	Electrification of doors and HW required for access control
DPS HW & Installation	$802.66	Includes required composite, HW from Verkada and installation
Alarms - Panic Buttons		
Verkada HW 1st Floor	$6,414.94	Includes Licenses for building, 14 panic buttons, alarm panels, wireless hubs
Verkada HW 2nd Floor	$942.66	Includes 1 Panic Button, wireless hub and installation
Credentials		
Fobs/Cards	$2,141.32	200 credentials, encrypted
Free Shipping		***Valued at $3500.00***
	$333,280.86	

Timeline and Implementation Plan

Low Voltage Cabling and Security System Installation Scope of Work

This scope of work outlines the necessary tasks for the comprehensive installation of low-voltage cabling, surveillance cameras, and access control systems on the 1st and 2nd floors, including a specific camera relocation task. Empire estimates this project to take approximately 3 months for completion.

Phase 1: First Floor Installation

Task	Description	Status
1. Cabling Infrastructure	Establish all necessary raceways and pathways for low voltage cabling (both camera and door access systems). This includes the installation of sleeves, hanging J-hooks, cable trays, and other necessary support hardware.	*Pending*
2. Camera Cabling	Pull, terminate, and test CAT6 cabling to all predetermined camera locations.	*Pending*
3. Wired Access Cabling	Pull low voltage cable to all predetermined **wired** door access locations.	*Pending*
4. Exterior Camera Installation	Install, configure, and precisely aim all **1st floor exterior** cameras.	*Pending*
5. Interior Camera Installation	Install, configure, and precisely aim all **1st floor interior** cameras.	*Pending*
6. Wired Access Control	Install and configure access control hardware (readers, strikes, etc.) on all **1st floor wired** doors.	*Pending*
7. Wireless Access Control	Install and configure access control hardware on all **1st floor wireless** doors.	*Pending*
8. System Verification	Verify the full functionality and operational readiness of all 1st-floor cameras and door access systems to meet **City approval standards**.	*Pending*
9. Housekeeping & Documentation	Complete final system management: **cable management**, clear and accurate **labeling of access control panels**, removal of all project-related trash, and replacement of all ceiling tiles.	*Pending*

Phase 2: Second Floor Installation

Task	Description	Status
1. Cabling Infrastructure	Establish all necessary raceways and pathways for low voltage cabling (both camera and door access systems). This includes the installation of sleeves, hanging J-hooks, cable trays, and other necessary support hardware.	*Pending*
2. Camera Cabling	Pull, terminate, and test CAT6 cabling to all predetermined camera locations.	*Pending*

Task	Description	Status
3. Wired Access Cabling	Pull low voltage cable to all predetermined **wired** door access locations.	*Pending*
4. Camera Installation	Install, configure, and precisely aim all **2nd floor** cameras (interior and exterior).	*Pending*
5. Wired Access Control	Install and configure access control hardware (readers, strikes, etc.) on all **2nd floor wired** doors.	*Pending*
6. Wireless Access Control	Install and configure access control hardware on all **2nd floor wireless** doors.	*Pending*
7. System Verification	Verify the full functionality and operational readiness of all 2nd-floor cameras and door access systems to meet **City approval standards**.	*Pending*
8. Housekeeping & Documentation	Complete final system management: **cable management**, clear and accurate **labeling of access control panels**, removal of all project-related trash, and replacement of all ceiling tiles.	*Pending*

Maintenance and Support

Primary Support (Verkada)

Verkada provides **24/7 support** (chat, phone, email) with a response time of **under 2 minutes** to resolve most system issues and initiate troubleshooting.

Secondary Support (Empire)

Empire is engaged for issues validated by Verkada that require reseller support.

Service Type	Timing	Rate	Details
Critical Issues	Non-Business Hours (5:30 PM – 8:30 AM M-F; Weekends/Holidays)	**$225/hour** (Phone)	For immediate, critical needs only.
	Non-Business Hours	**$350/hour** (On-site)	Requires physical presence.
Non-Critical Issues	Normal Business Hours	**$125/hour** (On-site)	Includes travel time; remote troubleshooting followed by scheduled on-site service.
Network Monitoring	(Optional)	Negotiable Monthly Fee	Available for reviewing/monitoring device outages.

System Reliability and Maintenance

Access Control Panels

- **Battery Backup:** Our proposal includes battery backups providing approximately **45 minutes** of operation during a power outage.
- **Fail-Safe Protocol:** All doors will **fail safe** during a power outage, with the **single exception** of the magnet door. With an internet outage, all readers will continue to function in cache mode as long as power is present.

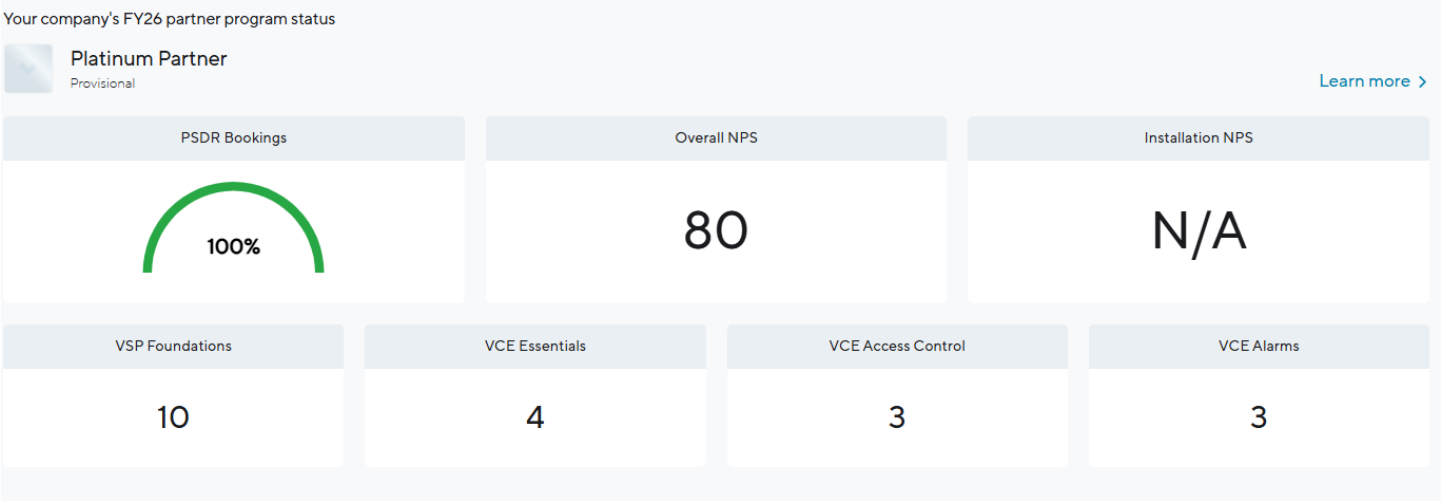
Inventory

- Empire strongly recommends procuring **spare panels and readers** (quantity to be determined at purchase) to ensure **immediate replacement** in the event of component failure.

Software Updates

- Verkada's cloud software automatically manages device updates. These updates can be **scheduled** in coordination with your IT staff to ensure system convenience.

Proof of Certification and/or Verkada Partnership



You can also search for Empire Computing & Consulting at the following link:

https://www.verkada.com/find-partners/?radius=25&search=32114

Empire Verkada References

Carlos M Fernandez

Information Technology Director

City of Aventura

E-mail: fernandezc@cityofaventura.com

Phone: (305) 466-8023







RFP Evaluation Summary

Project: City Hall Access Control

RFP Number: 2026-05

Recommendation of award highlighted

Date & Time: January 8, 2026 9:00 AM

	Firms							
	Midwest Alarm Co Inc dba BCI Integrated Solutions				Empire Computing and Consulting Inc			
The RFP's were scored on the following criteria:	C.O.	C.R.	G.L.	Totals	C.O.	C.R.	G.L.	Totals
Experience with Verkada systems- 25 points max	21	25	25	71	23	25	25	73
Technical approach and design- 25 points max	21	22	22	65	23	25	20	68
Cost effectiveness - 20 points max	10	13	11	34	18	20	20	58
Timeline and implementation plan - 15 points max	12	14	15	41	14	15	15	44
References and past performance - 10 points max	8	7	10	25	9	10	10	29
Proximity (within 120 mile radius) - 5 points max	4	3	3	10	5	5	5	15
Totals	76	84	86	246	92	100	95	287
	Rank			2	Rank			1

Rob Hart
Purchasing Coordinator

Chuck Osteen
IT Manager

Chris Roos
Police Captain

George Lavatelli
Senior Engineer

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.C.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Lime Sludge Hauling		
Recommended Action	Staff recommends approval of the Lime Sludge Hauling bid in the amount of $127,350 to Joe Dirt, Inc.		
Strategic Goal	Water Quality & The Environment — Other		
Department Staff Contact	Public Works Bob Preis, Public Works Operations Manager		

Summary

The purpose of this item is to award a bid for the Lime Sludge Hauling project, Bid No. 2026-11 to Joe Dirt, Inc. in the amount of $127,350.

During the lime softening process at the City's Water Treatment Plant, hard water and other impurity molecules present in the raw water coagulate together to form a sludge product. This sludge product then settles to the bottom of the Claricone structures as a part of the overall treatment process. The settled sludge is then extracted, dewatered, placed into sludge lagoons, and hauled away for proper disposal at licensed facilities. As such, the sludge hauling process is a necessary step in the treatment of raw water at the City's Water Treatment Plant to ensure high quality drinking water is produced for Ormond Beach residents.

On February 4, 2026, bids were received and opened. Two companies submitted bids and the bids ranged from $155,911.50 to $127,350. The low bidder for this project was Joe Dirt. Inc.

Financial Impact

Funding in the amount of $127,350 is available in Fund 401 - Water/Wastewater Operating Fund.

Citizen Impact

Proper disposal of chemical residuals and waste products created at the water treatment plant during the potable treatment process is essential for the City to provide reliable drinking water systems for the City's utility customers.

Attachments

1. 26-34 Joe Dirt Lime Sludge Removal (P26-0014G)
2. Joe Dirt Agreement
3. Bid 2026-11 Addendum No 1
4. Bid 2026-11 Addendum No 2
5. Bid 2026-11 Addendum No 3
6. Bid 2026-11 Addendum No 4
7. Certificate (2)
8. City of Ormond Beach_Joe Dirt Inc_2-23-2026
9. Signed bid tab

RESOLUTION NO. 2026-34

A RESOLUTION ACCEPTING A BID FROM JOE DIRT, INC. FOR LIME SLUDGE HAULING AND DISPOSAL SERVICES, UNDER BID NO. 2026-11; 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. 2026-11) regarding lime sludge hauling and disposal services at the water treatment plant ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Joe Dirt, Inc. at the unit price of $849.00 x 150 loads for a total price of $127,350.00 is the lowest responsible and responsive bid (a copy of said bid is 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 Water & Wastewater Operating Fund (401) for the services 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 Joe Dirt, Inc. to provide lime sludge hauling and disposal services for the City is hereby accepted.

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

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement with Joe Dirt, Inc. for lime sludge hauling and disposal

services at a cost not to exceed $127,350.00 and to pay the cost thereof from the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Joe Dirt, Inc.** ("Contractor"), 2745 Long Road, St. Augustine, FL 32084 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 ("Dry Lime Sludge Removal, Hauling and Disposal Services", Bid No. 2026-11) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. Request for service will be initiated by the City's Chief Water Treatment Plant Operator or designee. When Contractor is contacted by City to provide service, Contractor will respond to request and provide service within five (5) business days of City initiating request for service, or otherwise as mutually agreed upon. City makes no covenant or guarantee as to the quantity of truckloads to be hauled during the life of this Agreement ("truckload" is defined as between 14 to 16 tons). Contractor shall be paid by the unit price per truckload as provided in Exhibit "A". 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 will remain in effect through September 30, 2026.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
   (b) The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event, the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.
   (c) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the 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	**Joe Dirt, Inc.**
Joyce Shanahan, City Manager	Joe Williams, President
(copy to City Attorney)	2745 Long Road
22 South Beach Street	St. Augustine, FL 32084
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

19. **Requirements for Certificates of Insurance**.

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

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

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

20. **Enforcement of Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
JASON LESLIE
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2026.

Witnesses:

JOE DIRT, INC.

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: **Dry Lime Sludge Removal, Hauling and Disposal Services**

Bid Number: **2026- 11**

Bid Opening Date & Time: January 21, 2026 at 2:00 PM

Bid Opening Location: Training Room, Breezeway, City Hall

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

Bidder's Name: Joe Williams

Bidder's Mailing Address: 2745 Long Road

City, State, Zip Code: St. Augustine, FL 32084

F.E.I.N: 20-3896481

Phone Number: 904-806-0187

Email: wshecky@yahoo.com

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

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

At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

Joe Williams

AUTHORIZED SIGNATURE

Joe Williams

NAME

President

TITLE

1/16/26

DATE

GENERAL CONDITIONS

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

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

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

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

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

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in Ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

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

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

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

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator procurement@ormondbeach.org. 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.

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.

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

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

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

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

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs

assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

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

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

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

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

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

TERMINATION 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.

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)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 BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach

Dry Lime Sludge Removal, Hauling and Disposal Services

BID 2026-11

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.

Joe Dirt, Inc.
COMPANY NAME

Joe Williams
AUTHORIZED SIGNATURE

Joe Williams
NAME

President
TITLE

1/16/26
DATE

City of Ormond Beach

Dry Lime Sludge Removal, Hauling and Disposal Services

BID 2026-11

CITY OF 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.

Joe Dirt, Inc.

COMPANY NAME

Joe Williams

AUTHORIZED SIGNATURE

Joe Williams

NAME (PRINT OR TYPE)

President

TITLE

1/16/26

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.

Joe Dirt, Inc.

COMPANY NAME

Joe Williams

AUTHORIZED SIGNATURE

Joe Williams

NAME (PRINT OR TYPE)

1/16/26

DATE

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

Date: _____, 20___ Signed: Joe Williams

Entity: Joe Dirt, Inc. Name: Joe Williams

Title: President

STATE OF: Florida COUNTY OF: St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2026, by Joe Williams 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: 8/31/26 Ashley Boynton

This document must be completed and returned with your Submittal

ASHLEY BOYNTON
Notary Public
State of Florida
Comm# HH307193
Expires 8/31/2026

11 6 2025 RH

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
§
COUNTY OF St. Johns §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

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

Further Affiant sayeth not.

Date: _____, 20__

Signed: Joe Williams
Print Name: Joe Williams
Title: President

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [_] online notarization on the 16th day of January, 2026 by Joe Williams as President on behalf of Joe Dirt Inc who is personally known to me or who has produced License as identification.

(Notary Seal) Ashley Boynton

Notary Public, State of Ashley Boynton
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

ASHLEY BOYNTON
Notary Public
State of Florida
Comm# HH307193
Expires 8/31/2026

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 City of Ormond Beach

   By Joe Williams, President

   (print this individual's name and title)

   for Joe Dirt, Inc.
   (print name of entity submitting statements)

   whose business address is 2745 Long Rd

   and if applicable whose Federal Employer Identification Number (FEIN) is 20-3896481

   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).

X 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.

Joe Williams
(Signature)

County of St. Johns

STATE OF Florida

Sworn and subscribed before me this 16 day of January, 2026 by

Joe Williams who is Personally known to me X

Or who produced identification - _____
(Type of Identification)

Ashley Boynton
(Signature) Notary Public—State of Florida

_____
(Printed, typed or stamped commissioned name of notary public)

My commission expires 8/31/26 (SEAL)

ASHLEY BOYNTON
Notary Public
State of Florida
Comm# HH307193
Expires 8/31/2026

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: _____

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:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

   (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

      i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

      ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes.**

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes.**

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the

Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting there from, 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.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:

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

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

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official at 386-610-0540 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

City of Ormond Beach

Dry Lime Sludge Removal, Hauling and Disposal Services

Bid 2026-11

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 610-0470

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
January 13th, 2026	1

Receipt of all of which is hereby acknowledged.

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

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Joe Dirt, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 2745 Long Rd
St. Augustine, FL 32084

PHONE NO.: 904-806-0187 EMAIL: wshecky@yahoo.com

SUBMITTER'S NAME: Joe Williams
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Joe Williams 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

Dry Lime Sludge Removal, Hauling and Disposal Services

Bid 2026-11

GENERAL INSTRUCTIONS:

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

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

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-610-0470 or email procurement@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, by e-mailing procurement@ormondbeach.org. The deadline for questions is January 8, 2026 at 4:00 PM.

TERM OF AGREEMENT:

The terms of this Agreement shall be limited to the duration of the described project only.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach Public Works Department is seeking bids to remove and dispose of 75 truckloads, of dry expended lime sludge from the south storage basin located at the Water Treatment Plant (298 Tomoka Avenue, Ormond Beach, Florida) and remove and dispose of 75 truckloads of dry expended lime sludge at Leeway Pumping Station (301 Leeway Trail, Ormond Beach, Florida).

The Lime sludge in the basin is a by- product of the lime softening process and includes the centrifuge byproduct (centrate), the filter backwash clear well (filter waste), and the Clairicone blowdowns. The Lime sludge at Leeway Pumping Station is dry centrifuged sludge from the Lime Plant process.

Contractor Responsibilities

The Contractor will be responsible for providing all equipment, material and services required for removal, hauling and disposing of the dry expended lime sludge.

- Contactor will coordinate a timeline with the Chief Water Treatment Plant Operator or designee as to when the work will start and finish.
- Contractor will load, haul and ultimately dispose of 150 truckloads of dry expended lime sludge from the storage basins and the pumping station. All excavators, pumps, hoses and any necessary ancillary equipment shall be provided by contractor.
- Contractor will be responsible for providing a finished grade to the entrance, dump site and the driveway following the removal of the Lime Sludge at Leeway Pumping Station.
- Contractor will be responsible for cleaning and sweeping the street exiting Leeway Pumping station when the job is complete.
- Contractor will be completely and entirely responsible for disposing of the expended lime sludge at a fully permitted and licensed disposal site(s).

Truckload Definition

For the purpose of this project, a "truckload" is defined as 14 to 16 tons (26000 to 32000 pounds) of dry lime sludge. Hauling must be performed in a sealed and covered tandem axle dump truck, with each load hauled verified by a weight ticket for proof of quantity.

PROJECT MANAGEMENT

The City of Ormond Beach will have personnel on site during the lime sludge removal, but the Contractor shall be responsible for conducting all removal operations, site management, hauling and material disposal.

CONTRACT ASSIGNMENT

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

ORDER AND TIME OF WORK

It shall be the responsibility of the Contractor to obtain the necessary access information during a pre-bid site visit with the City of Ormond Beach, including but not limited to logistical site constraints and vehicular access points. The city will provide reasonable access to both the Water Treatment Plant and Leeway Pumping Station work sites during normal business hours. Contractor's personnel and equipment will be provided with reasonable access to the Water Treatment Plant work site during normal business hours. Unless otherwise agreed by both parties, no work shall be done at the Water Treatment Plant between the hours of 5:00 P.M. and 7:00 A.M., or on Saturdays, Sundays and holidays. Working within the time frames specified above, the Contractor shall provide sufficient resources to remove a total of 75 truckloads of dry expended lime sludge from the South Water Treatment Plant Basin and 75 truckloads of dry expended lime sludge from Leeway Pumping Station.

BIDDER MINIMUM QUALIFICATIONS

The materials and work specified herein shall be furnished and performed by firms that are fully experienced, reputable, and qualified in the performance and use of the specified items. The materials specified shall be constructed and installed in accordance with the best practice and methods.

SAFETY

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the work. The Contractor shall be responsible for all site safety and spill containment precautions. Any spillage, accidental or otherwise, which occurs on or off City site, will be the sole responsibility of the Contractor to address in accordance with applicable Federal, State, and local regulations.

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Description	Quantity	Unit	Unit Price	Total Price
Lime Sludge Removal, Hauling, and Disposal	150	Truck loads	$ 849.00	$ 127,350.00

TOTAL BID FOR CONTRACT $ 127,350.00

(Figures)

One hundred twenty-seven thousand, three-hundred fifty dollars.. no cents

(Words)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ *(hereinafter called Principal)* and

_____

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____

_____ Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24

in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST:

_____
(Surety)

_____ By: _____
(SEAL)

Addendum No. 1

January 13, 2026

TO: Perspective Bidders and Others Concerned

SUBJECT: Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11

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

Questions and answers:

Q1: I am inquiring to see if you have any analytical data on the lime sludge. Specifically, 8 RCRA metals and laboratory analysis specifically targeting sulfate (SO_4^{2-}) and total sulfur content. Also, do you have any recent pictures of the stockpiled material

A1: TCLP (Metals, EPA Method 1311) analysis has not been conducted recently. Reports from previous analysis completed (see below). Sulfate / Sulfur Analysis has not been completed.

Q2: Can a job walk be scheduled?

A2: Yes, Thursday January 15th at 2:00pm, interested parties should meet at the front gate of the water plant at 298 Tomoka Ave, Ormond Beach. Any questions arising from this visit need to be submitted in writing to the purchasing coordinator at procurment@ormondbeach.org.

Q3: Please verify if the following bonds are required:

- Bid Bond
- Payment/performance bond
- Service Bond

A3: Yes, a Bid Bond is required, 5%.

Q4: I acknowledge this is a hard copy submittal. Will you accept digital/scanned signatures as our signatory is in another office and travels often?

A4: Original signatures are required.

Q5: Please confirm the Affidavit of Compliance, Human Trafficking Affidavit, Florida Statutes on Public Entity Crime and the Local Vendor Affidavit must be notarized.

A5: Yes, they must be notarized.

Q6: If above noted notarizations are required, are they required to be signed by the corporate officer, or can those forms be signed by the Proposal Manager?

A6: They must be signed by someone authorized by your company to sign such documents.

Q7: Who is the most recent contract holder for this work?

A7: Previous contract holder was Envirowaste Service Group.

Q8: Can you share the most recent contract?

A8: attached.

Q9: What is the estimated value of this contract?

A9: $90,000.00

Q10: Is there analysis of the dry sludge you can provide?

A10: Yes, attached.

Q11: Is there any known PFAS?

A11: No

Q12: Can PFAS analysis be provided and what is the method?

A12: No PFAS analysis has been completed on the Lime Sludge

Q13: When should subcontractors be submitted for approval?

A13: Please include proposed subcontractor with the bid

Q14: When is the work expected to take place?

A14: Work expected to begin or scheduled within 30 days of award

Q15: The BID calls for the contractor to provide excavators, pumps and hoses. Is there dewatering necessary and what part of the scope entails pumping?

A15: This project consists of two locations. Leeway Pump Station and Tomoka Water Treatment Plant. The sludge pit at the Water Treatment plant may need to be dewatered depending on the weather. Some contractors could haul wet loads. This requires a pump and hoses to fill their tankers. Others prefer it as dry as possible, which requires an excavator. The Lime Sludge site at Leeway PS will not need to be dewatered but will require equipment to fill the trucks.

Q16: The ITB states hauling must be performed in a “sealed and covered tandem axle dump truck”, can you further explain “sealed” or would a dump truck with a liner and cover be sufficient?

A16: “Sealed” refers to the gasketed tailgate, tightened down with T-handles to provide a tight seal. A liner would not be sufficient due to the probability it would leak on the road.

Q17: Can you provide a site plan that shows the location of the dry expended sludge in the south storage basin located on Tomoka Avenue?

A17: Plans and pictures attached.

Q18: Can you also provide a site plan/sketch showing the location of the dry centrifuged sludge at the Leeway Pumping Station?

A18: See Q17

Q19 What fully permitted and licensed disposal sites has this material been taken to in the past?

A19: None that I am aware of

Q20: Can the city provide laboratory analytical results for the dry lime for the following analyses: RCRA 8 metals, reactivity, sulfate (SO_4^{2-}) and total sulfur content? This will help get the material approved for disposal

A20: TCLP (Metals, EPA Method 1311) analysis has not been conducted recently. Reports from previous analysis completed (see below). Sulfate / Sulfur Analysis has not been completed.

Q21: What is the Annual spent / last 3 invoices?

A21: This project varies year to year depending on quantity to be hauled. Last year was approximately $35,830. This year is anticipated to be closer to $90,000

Q22: What is the budgetary number for the services in 2025?

A22: See Q21

Q23: Are exceptions to the terms and conditions allowed to be submitted with the proposal?

A23: Exceptions may be submitted for our review but are unlikely to be approved.

Q24: What is the contract term/ duration? and the anticipated start date of the term?

A24: Contractor expected to start or schedule work 30 days following award date. And complete work in a timely manner

Q25: Could you please confirm if pricing should be wrapped up with transport, disposal and any other fees/ charges applicable?

A25: Pricing should be all inclusive to load, haul, and dispose of lime sludge

Q26: Could you please confirm if year on year price increase will be allowed?

A26: This is a one year contract. No price increases will be allowed

Q27: Prevailing wages/ Davis Bacon Act applicable to this bid?

A27: No.

Q28: Could you please confirm if liquidated damages can be waived?

A28: No.

Q29: Could you please confirm if there is any response time requirements/ mandates?

A29: See A24

Q30: Do the liquidated damages apply only if the bidder fails to sign the contract or provide the required bond, or are there additional scenarios where liquidated damages may be assessed?

A30: Liquidated Damages will be assessed if the contractor cannot remove the lime sludge from the specified locations or done so in a manner not to the Cities standards.

Q31: Can the City confirm whether the lime sludge is consistently dry, or should bidders anticipate variable moisture content?, please specify the percentage of solid sludge.

A31: The lime sludge is dry on the onset. Experience has shown that there is water trapped beneath. However, the sludge has been removed successfully from the pits using an excavator with a sand bucket attachment that is non-perforated and has no teeth.

Q32: Is the dry lime sludge considered non-hazardous, and can you provide any waste characterization or analytical data ?

A32: Lab Data is attached. Lime Sludge is considered Non-Hazardous

Q33: Please provide the past annual volumes or the truck loads that were removed and hauled?

A33: Over the last year there has been approximately 6500 tons removed from the Water Plant and sent to leeway pumping station. An additional 200 tons were removed by a contractor

Q34: Could you please specify the frequency of the required services?

A34: There is no frequency for this project. Currently, the lime sludge is removed on an as needed basis.

Q35 Is the material dry and ready to haul or will the contractor be required to excavate?

A35: Excavation is required to remove the lime sludge at both locations.

Leeway Pumping Station - Lime Sludge





Water Plant, South Sludge Pit – Lime Sludge





Pace Analytical®
www.pacelabs.com

Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

ANALYTICAL RESULTS

Project: TCLP metals Sludge Analysis
Pace Project No.: 35641179

Sample: 21-0547 Fuge Effluent **Lab ID: 35641179002** Collected: 06/17/21 09:00 Received: 06/17/21 10:50 Matrix: Solid
Results reported on a "wet-weight" basis

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP, TCLP	Analytical Method: EPA 6010 Preparation Method: EPA 3010 Leachate Method/Date: EPA 1311; 06/24/21 20:07 Pace Analytical Services - Ormond Beach								
Arsenic	**0.071 U**	mg/L	0.10	0.071	1	06/25/21 22:01	07/01/21 14:32	7440-38-2	
Barium	**0.25**	mg/L	0.10	0.0084	1	06/25/21 22:01	07/01/21 14:32	7440-39-3	
Cadmium	**0.0033 U**	mg/L	0.010	0.0033	1	06/25/21 22:01	07/01/21 14:32	7440-43-9	
Chromium	**0.017 U**	mg/L	0.050	0.017	1	06/25/21 22:01	07/01/21 14:32	7440-47-3	
Lead	**0.046 U**	mg/L	0.10	0.046	1	06/25/21 22:01	07/01/21 14:32	7439-92-1	
Selenium	**0.085 U**	mg/L	0.15	0.085	1	06/25/21 22:01	07/01/21 14:32	7782-49-2	
Silver	**0.010 U**	mg/L	0.050	0.010	1	06/25/21 22:01	07/01/21 14:32	7440-22-4	
7470 Mercury, TCLP	Analytical Method: EPA 7470 Preparation Method: EPA 7470 Leachate Method/Date: EPA 1311; 06/24/21 20:07 Pace Analytical Services - Ormond Beach								
Mercury	**0.0026**	mg/L	0.0020	0.00090	1	06/29/21 10:00	06/30/21 10:02	7439-97-6	

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

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: _____

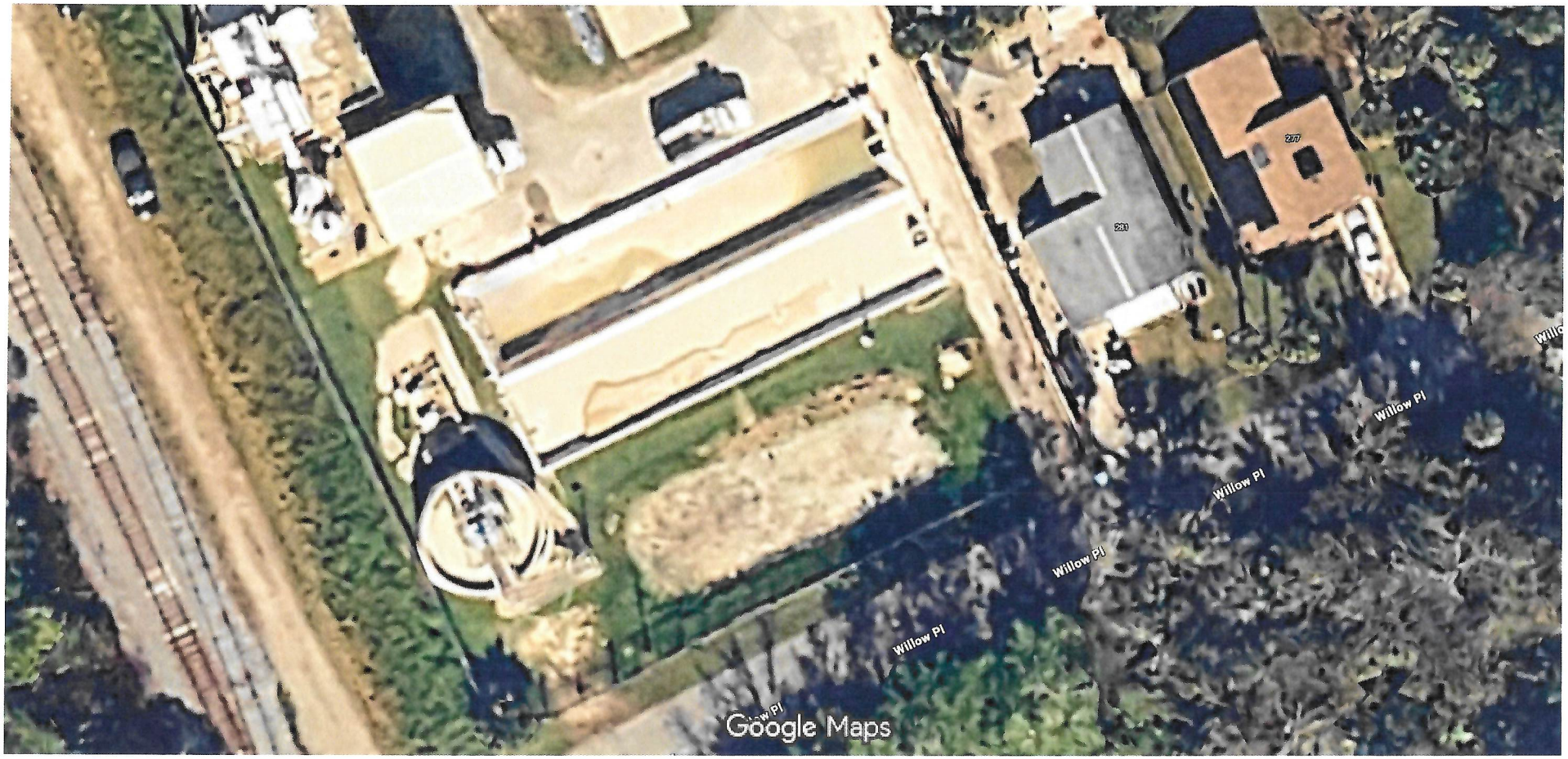
Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Google Maps

Water Plant Sludge Pits
298 Tomoka Ave, Ormond Beach



Imagery ©2026 , Map data ©2026 20 ft

Live traffic Fast Slow

Google Maps

Leeway Pump Station
300 Leeway Trail, Ormond Beach



Imagery ©2026 Airbus, Map data ©2026 20 ft

Live traffic Fast Slow

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 **EnviroWaste Services Group, Inc.** ("Contractor"), 18001 Old Cutler Road, Suite 643, Palmetto Bay, FL 33157, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid ("Lime Sludge Hauling and Disposal Services", #2025-04) dated August 6, 2024, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** 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 will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**EnviroWaste Services Group, Inc.**
Joyce Shanahan, City Manager	Jim Long, CEO
(copy to City Attorney)	18001 Old Cutler Road, Suite 643
22 South Beach Street	Palmetto Bay, FL 33157
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

19. **Requirements for Certificates of Insurance.**

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

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

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

ENVIROWASTE SERVICES GROUP, INC.

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **LIME SLUDGE HAULING AND DISPOSAL SERVICES**

BID NUMBER: **2025-04**

BID OPENING DATE & TIME: **August 27, 2024 at 3:00 PM**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: EnviroWaste Services Group, Inc.

BIDDER'S MAILING ADDRESS: 18001 Old Cutler Road, Suite 643

CITY-STATE-ZIP: Palmetto Bay, FL 33157

F.E.I.N. 65-0829090

PHONE NUMBER: 877-637-9665

EMAIL: INFO@EWSG.com

If returning as a "No Bid", please state reason (s): n/a

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 Jim Long
AUTHORIZED SIGNATURE (MANUAL)

Jim Long
NAME (TYPED)

CEO
TITLE

08/06/2024
DATED

GENERAL CONDITIONS

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

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

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

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

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

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

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

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of

Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <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 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob 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.

TERM OF AGREEMENT:

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

SCOPE OF WORK:

GENERAL:

The City of Ormond Beach Public Works Department is seeking bids to remove, haul, and dispose of expended lime sludge from the storage basins located at the Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. The sludge in the basin is a waste product of the lime softening process, averaging <10% solids, and includes the centrifuge byproduct (centrate), the filter backwash clear well (filter waste), and the Claricone blowdowns. The Contractor will be responsible for providing all equipment, material, labor, and other services required for removing, without onsite dewatering, hauling and disposal per the Invitation To Bid. The Work shall be performed on a per unit basis as indicated on the Unit Price Bid Table.

PROJECT MANAGEMENT:

The City of Ormond Beach will have personnel on site during the lime sludge removal, but the Contractor shall be responsible for all hauling and lime sludge material disposal along with coordination with the City for removal operations.

PROJECT REQUIREMENTS:

The scope of work shall include the tasks generally described herein:

- Request for service will be initiated by the City via the Chief Water Treatment Plant Operator or designee. When vendor is contacted by the City to provide service, vendor will respond to request and provide service within five (5) business days of City initiating request for service, or otherwise as mutually agreed upon.
- City will pump, vacuum out or otherwise load expended lime sludge from the storage basins into an appropriate vessel (tanker truck assumed) provided by the Contractor. All pumps, hoses and any necessary ancillary equipment to load the supplied vessel shall be provided by City.
- Once loaded into the vessel, Contractor will then haul and ultimately dispose of expended lime sludge from the storage basins.
- Contractor will be completely and entirely responsible for disposal of expended lime sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

CONTRACT ASSIGNMENT:

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

ORDER AND TIME OF WORK:

It is the intent of the City to have a minimum volume of 50,000 gallons in a storage pond located at the Water Treatment Plant before initiating a service request for expended lime sludge removal. Upon receiving a request for service from the City, the Contractor shall then mobilize and initiate service within 2 business days of the request, or otherwise as mutually agreed upon.

It shall be the responsibility of the Contractor to obtain the necessary access information during a pre-bid site visit with the City of Ormond Beach, including but not limited to logistical site constraints and vehicular access points. The City will provide reasonable access to the Water Treatment Plant work site for the Contractor during normal business hours. Normal business hours for this contract is to be considered between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday. Unless otherwise agreed by both parties, no work shall be done at the Water Treatment Plant outside regular hours, or on Saturdays, Sundays and holidays. Working within the time frames specified above, the Contractor shall provide sufficient resources to remove a volume of 50,000 gallons of lime sludge in no more than 5 business days or otherwise as mutually agreed upon. For volumes in excess of 50,000 gallons, the Contractor shall be provided one additional day per each additional 10,000 gallons of lime sludge or otherwise as mutually agreed upon.

SAFETY:

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the work. The Contractor shall be responsible for all site safety and spill containment precautions. Any spillage, accidental or otherwise, which occurs on or off City site, will be the sole responsibility of the Contractor to address in accordance with applicable Federal, State, and local regulations.

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.

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).

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities. The quantity currently shown in this invitation is a yearly estimate only.

MEASUREMENT AND PAYMENT:

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required for mobilization/demobilization.

SITE SECURITY:

The Contractor shall comply with the Home Land Security Act and City of Ormond Beach's protocol for personnel identification, site access control, and contractor deliveries. The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed and who shall ensure that requirements of this section are met. This individual may be the superintendent. All personnel associated with the work shall be required to wear an identification badge at all times while working at

the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times. Upon request, badges shall be shown to City of Ormond Beach staff or security officers. Persons without badges shall be required to immediately leave the site unless the City of Ormond Beach representative or the Contractor's site security monitor can verify that the person is required on site. The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current Driver's License or a state issued Identification Card.

Site Access Control: At the end of each workday, any gates, hatches, doors, windows, man ways, and exterior ladders, etc. shall be secured, closed, and locked. At the end of each workday the Contractor shall secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools materials, and flammable fluids.

Photo Control: Contractor shall not distribute any project photographs, images or video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project. Contractor shall obtain the written consent of City of Ormond Beach prior to distribution of photographs, images or video to outside or third parties. This need for prior written consent includes, but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project.

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

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.

EnviroWaste Services Group, Inc.
COMPANY NAME

x
AUTHORIZED SIGNATURE

Jim Long
NAME

CEO
TITLE

08/26/2024
DATE

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

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
08/20/2024	1

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: EnviroWaste Services Group, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: CUC1226273

ADDRESS: 18001 Old Cutler Road, Suite 643 Palmetto Bay, FL 33157

PHONE NO.: 877-637-9665 EMAIL: INFO@EWSG.com

SUBMITTER'S NAME: Jim Long
(Typed or Printed in Ink)

TITLE: CEO

AUTHORIZED SIGNATURE: I, x Jim Long 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.

Addendum No. 1

August 20, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #1 LIME SLUDGE HAULING AND DISPOSAL SERVICES, BID 2025-04

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

The attached page 16R replaces page 16 of 27 in the Bid Manual. Please substitute page 16R for page 16 of 27 in your response. Contractor to write in unit prices for both wet ton and dry ton removal. Intent is to give City WTP Operators the option for dry or wet removal. The Total Bid Price to be the sum of items 1 and 2. "Wet" for the purposes of this bid is to be considered material not processed by the Centrifuge unit and is as it sits in the lagoon. "Dry" for the purposes of this bid is to be considered material that has been processed by the Centrifuge unit, with a final moisture content ranging between 5% and 12%.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – LIME SLUDGE HAULING AND DISPOSAL SERVICES, BID 2025-04, for the City of Ormond Beach.

City of Ormond Beach, Florida

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

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	Lime Sludge Removal, Hauling, and Disposal – Wet	1,700	Ton	$74.75	$127,075.00
2	Lime Sludge Removal, Hauling, and Disposal - Dry	2,300	Ton	$74.75	$171,925.00

TOTAL BID FOR CONTRACT $ 299,000.00

(Figures)

Two hundred ninety nine thousand dollars and 00/100.....

(Words)

Any contract awarded as a result of this BID will require vendor to submit detailed invoices verifying price in BID SCHEDULE is being invoiced.

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

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.

EnviroWaste Services Group, Inc.
COMPANY NAME

x Jim Long
AUTHORIZED SIGNATURE

Jim Long
NAME (PRINT OR TYPE)

CEO
TITLE

08/26/2024
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

EnviroWaste Services Group, Inc.
COMPANY NAME

X Jim Long
AUTHORIZED SIGNATURE

Jim Long, CEO
NAME (PRINT OR TYPE)

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

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

Date: August, 20 24 Signed: x Jim Long

Entity: EnviroWaste Services Group, Inc. Name: Jim Long

Title: CEO

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 26th day of August, 20 24, by Jim Long, CEO and who:

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

John F. Rinehart - HH361297 x

Notary Public, State of Florida at Large:

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

(seal)

JOHN F. RINEHART
Notary Public
State of Florida
Comm# HH361297
Expires 6/2/2027

My commission expires: 6/2/2024

This document must be completed and returned with your Submittal

LOCAL VENDOR PREFERENCE

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

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

(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: EnviroWaste Services Group, Inc. is NOT a Local Vendor

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

State Certified License attached as Exhibit A

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

SAMPLE Certificate of Insurance attached as Exhibit B

[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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1226273 ISSUED: 08/12/2024
CERT UNDERGROUND & EXCAV CNTR
POLANCO, JOSE EUGENIO
ENVIROWASTE SERVICES GROUP, INC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC1226273 **EXPIRATION DATE: AUGUST 31, 2026**

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

POLANCO, JOSE EUGENIO
ENVIROWASTE SERVICES GROUP, INC.
18001 OLD CUTLER ROAD SUITE 643
PALMETTO BAY FL 33157

ISSUED: 08/12/2024

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Client#: 1840410 ENVIRSER19

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/30/2024

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.

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PRODUCER
USI Insurance Services, LLC/CL
201 Alhambra Circle, Suite 900
Coral Gables, FL 33134-5108
305 669-6000

CONTACT NAME: Laura or Yomie
PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): 305-669-6030
E-MAIL ADDRESS: laura.wilkeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Federal Insurance Company	20281
INSURER C : Aspen American Insurance Company	43460
INSURER D : Nautilus Insurance Company	17370
INSURER E : Colony Insurance Company	39993
INSURER F : AXIS Surplus Insurance Company	26620

INSURED
Envirowaste Services Group, Inc
18001 Old Cutler Road, Ste 643
Miami, FL 33157

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X BI/PD Ded:$50,000						MED EXP (Any one person)	$25,000
	X ContractorsPollution						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Pollution	$Included
B	AUTOMOBILE LIABILITY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE	$15,000,000
D	X EXCESS LIAB CLAIMS-MADE	X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE	$15,000,000
E	DED RETENTION $	X	X	EXO4267440	07/31/2024	07/31/2025		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	54326743	07/31/2024	07/31/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented	
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included	

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

Information Purposes

CERTIFICATE HOLDER

Proof of Insurance
XXXXXXXXXX XXXXXXXXXX

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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The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11.

City of Ormond Beach, Florida

Addendum No. 2

January 16, 2026

TO: Perspective Bidders and Others Concerned

SUBJECT: Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11

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

BID opening has been rescheduled for January 28, 2026 at 2:00 PM, an addendum answering questions is forthcoming, the deadline for questions has passed and no further questions will be accepted for acknowledged.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11.

City of Ormond Beach, Florida

Addendum No. 3

January 21, 2026

TO: Perspective Bidders and Others Concerned

SUBJECT: Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11

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

BID opening has been rescheduled for January 28, 2026 at 2:00 PM.

Questions and answers:

Q1: Does the material have to go to a permitted disposal facility, or are alternative uses allowed (e.g., land application, soil stabilization, recycling)?

A1: Material is not required to go to a permitted disposal facility.

Q2: Are we allowed to move the material from the Tomoka location to the Leeway site to solidify it before disposal?

A2: Material can be moved to Leeway for drying by contractor but the bid is for the disposal hauling.

Q3: Can the material be repurposed or reused for beneficial purposes, such as improving soil stability or being used by nearby farms, asphalt companies, or other local operations, instead of being sent to a landfill?

A3: See Q1

Q4: Are there any restrictions on transporting the wet material, including the types of vehicles (e.g., roll-off boxes or dump trucks) that can be used or limits on the number of trips?

A4: See Q1

Q5: Could you please clarify whether the waste quantities should be calculated based on the number of loads (14–16 tons per load as stated in the RFP) or actual tonnage? Additionally, please confirm the anticipated tonnage per load.

A5: The bid is based on a14-16 tons (per load) truckload

Q6: Need clarification if the waste has to go to an approved permitted landfill or can there be an alternative to this? It was mentioned that this material had not always been taken to a LF.

A6: See Q1

Q7: Need clarification if this needs to be bid at a per ton rate or per load rate. (it was mentioned they may change from per load to per ton)

A7: The bid is based on a14-16 ton truckload.

Q8: Will there be water access for the water buffalo.

A8: The city can provide water for filling water buffalo at Leeway site.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11.

City of Ormond Beach, Florida

Addendum No. 4

January 26, 2026

TO: Perspective Bidders and Others Concerned

SUBJECT: Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11

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

BID opening has been rescheduled for February 4, 2026 at 2:00 PM. The deadline for questions has passed and no further questions will be accepted for acknowledged.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Dry Lime Sludge Removal, Hauling and Disposal Services, BID 2026-11.

City of Ormond Beach, Florida

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2026

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	CONTACT NAME: Khrystal Weaver
Bates Hewett & Floyd Insurance Agency 3400 Crill Ave, Suite 2 Palatka, FL 32177	PHONE (A/C, No, Ext): (386) 328-1100 FAX (A/C, No): (386) 329-1100 E-MAIL ADDRESS: Khrystal@bates-hewett.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Ins.	10190
INSURER B : Geico	35882
INSURER C : Technology Insurance Company	42376
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Joe Dirt Inc
2745 Long Road
Saint Augustine, FL 32084

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 [X] PRO-JECT [ ] LOC [ ] OTHER: General Aggregate			78632038	11/18/2025	11/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			9300107867	1/30/2026	1/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4696567	11/24/2025	11/24/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented/leased Equip			78678299	1/10/2026	1/10/2027		100,000

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 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

Khrystal Weaver

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2026

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PRODUCER Acentria Insurance - Vero Beach (DM) 855 21 Street, Second Floor Vero Beach FL 32960 License#: L100460	**CONTACT NAME:** Acentria Certificate Team **PHONE (A/C, No, Ext):** 850-650-1950 **FAX (A/C, No):** 850-650-1950 **E-MAIL ADDRESS:** acentriacerts@acentria.com
INSURED Joe Dirt Inc 6310 County Road 305 Elkton FL 32033 JOEDIRT-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Auto-Owners Insurance Company / 18988 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2014171459 **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)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**			5263203801	12/9/2025	12/9/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] 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 Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Ormond Beach
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

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BID OPENING TABULATION

Dry Lime Sludge Removal, Hauling and Disposal Services

Bid Number: 2026-11

Date & Time: February 4, 2026 at 2:00 pm

Contractor	Add 1	Add 2	Add 3	Add 4	Bid Bond	Bid
Gph Services LLC	y	y	y	y	y	$155,911.50
Joe Dirt Inc	y	n	n	n	check	$127,350.00
Clean Harbor	n	n	n	n	y	na

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: Brad Bowman
Chief Treatment Plant Operator

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.D.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	RFP Award - Fireworks Display		
Recommended Action	Staff recommends approval of awarding the Annual Independence Day Aerial Fireworks Display contract to Fireworks by Santore, Inc.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a request to award a contract for the City's annual Independence Day aerial fireworks displays to Fireworks by Santore, Inc.

On December 2, 2025, the City Commission authorized the advertisement of RFP 2026-07 Ormond Beach Aerial Fireworks Display with a bid opening of January 7, 2026.

There were 2 companies that submitted proposals: North Florida Pyrotechnics and Fireworks by Santore, Inc. The City's evaluation committee met on February 2, 2026, at which time the proposals were rated to ensure all stipulations of the RFP were met. Based on the evaluation criteria, Santore, Inc. ranked highest by all committee members.

The City has contracted with this local vendor for over 30 years for the annual fireworks display, and since all the RFP requirements were met, the recommendation is to award the contract to Santore at an annual cost of $74,000. The RFP stipulated a 2-year contract, which may be renewed for 3 additional years if both parties agree.

The fireworks display is held on July 4, ¼ mile south of the Granada Bridge, with fireworks being shot from a barge located in the Halifax River. The display begins at 9:30 p.m., and continues for no less than 20 minutes, with no period of time from opening to the finale where there is not a display in the air.

Financial Impact

The Parks and Recreation event budget for FY 2026-27 includes $74,000 for the annual fireworks display.

Citizen Impact

The annual July 4th fireworks display enhances the City's quality of life, reinforces traditions, and creates memorable experiences residents and visions look forward to each year.

Attachments

1. 26-35 Fireworks by Santore (P26-0016G)
2. Fireworks by Santore agr
3. E-verify confirmation form
4. Ormond Beach 2026 COI
5. RFP 2026-07 signed score summary

RESOLUTION NO. 2026-35

A RESOLUTION ACCEPTING THE PROPOSAL OF FIREWORKS BY SANTORE, INC. REGARDING A FIREWORKS DISPLAY; GRANTING A LIMITED WAIVER FROM THE CITY'S MINIMUM INSURANCE REQUIREMENTS; ACCEPTING A CERTIFICATE OF GENERAL LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF A CONTRACT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional services to conduct an aerial fireworks display as part of the July 4 celebrations (City RFP No. 2026-07) ("the Project"), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the two proposals received and determined that the most advantageous proposal for the City, taking into consideration experience, qualifications and proposed aerial display, is the proposal submitted by Fireworks by Santore, Inc. (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, persons contracting with the city for the provision of goods, supplies or services or for the utilization of city property are required to provide and maintain general liability insurance coverage in accordance with the city's minimum insurance requirements; and

WHEREAS, the general liability insurance coverage to be provided by Fireworks by Santore, Inc., with Lloyds of London as its Underwriters, meets the city's minimum insurance requirements in all material respects except that it is provided on a claims made basis and not an occurrence basis, a copy of the Certificate of Insurance being attached hereto; and

WHEREAS, the City Commission desires to waive its requirement that the general liability insurance coverage be provided on an occurrence basis and desires to accept said coverage on a claims made basis; and

WHEREAS, the City Manager has certified that money for the purchase of the fireworks display in the amount of $74,000.00 per year for an initial two-year term ($148,000.00) has been appropriated to the General Fund (Community Events) and is not appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Fireworks By Santore, Inc., for a fireworks display as part of the July 4 celebrations. Said contract is for a two-year initial term with three annual renewal options.

SECTION TWO. All other proposals relative to the Project shall be deemed rejected upon the execution of an agreement with Fireworks by Santore, Inc.

SECTION THREE. The City Commission hereby waives its requirement that the general liability insurance coverage be provided on an occurrence basis and accepts that coverage on a claims made basis.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Fireworks by Santore** ("Contractor"), 18 Hargrove Grade, Unit 105, Palm Coast, FL 32137, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("Ormond Beach Aerial Fireworks Display" RFP 2026-07) dated January 5, 2026 attached hereto as Exhibit "A", and the Proposal dated January 5, 2026 attached hereto as Exhibit B are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties 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.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached Exhibits. Prior to the exhibition and upon receipt of an invoice, the City will pay a deposit equal to one-half (1/2) [$37,000.00] of all anticipated charges and expenses. Final payment for the remaining balance of $37,000.00 will be made upon the receipt of an invoice after the completion of the exhibition. 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 the attached Exhibits.

5. **Termination of Agreement.**
   (a) The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
   (b) The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event, the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.
   (c) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Fireworks by Santore, Inc.**
Joyce Shanahan, City Manager	Eric Larsen, Partner
(copy to City Attorney)	18 Hargrove Grade, #105
22 South Beach Street	Palm Coast, FL 32137
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

19. **Requirements for Certificates of Insurance.**

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

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

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
JASON LESLIE
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2026.

Witnesses:

FIREWORKS BY SANTORE, INC.

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **ORMOND BEACH AERIAL FIREWORKS DISPLAY**

RFP NUMBER: **2026-07**

RFP OPENING DATE & TIME: **January 7, 2026, 2:00 pm**

RFP OPENING LOCATION: **Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Fireworks By Santore, Inc.

PROPOSER'S MAILING ADDRESS: 18 Hargrove Grade #105

CITY-STATE-ZIP: Palm Coast, FL 32137

F.E.I.N.: 59-3423412

PHONE NUMBER: 386.246.4345

EMAIL: Eric@fireworksbysantore.com

If returning as a "No Submittal", please state reason (s

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Cindy Guldenschuh
AUTHORIZED SIGNATURE (MANUAL)

Cindy Guldenschuh
NAME (TYPED)

Office Manager
TITLE

1.5.2026
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

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

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

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

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

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

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

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

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

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

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

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

TERMINATION OF AGREEMENT:

A. The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
B. The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event,

the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.

C. This Agreement may not be terminated by the Contractor.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)610-0400
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

INTRODUCTION

The City of Ormond Beach is soliciting proposals from qualified fireworks display operators for the annual display of aerial fireworks to be conducted on Independence Day 2026. The fireworks display is to be held each year ¼ mile south of the Granada Bridge, from no less than a 30'x110' barge located in the Halifax River beginning at sharply 9:00 p.m. and continuing for no less than twenty (20) minutes with no period of time from opening to finale where there is not a display in the air.

To be considered, the proposal must be received by the, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174, on or before January 7, 2026 at 2:00 P.M. Responses shall be submitted in sealed envelopes and clearly identified as "ORMOND BEACH AERIAL FIREWORKS DISPLAY" and reference RFP No. 2026-07 on the outside of the envelope. All proposals received after the specified time and date will not be accepted. The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

NATURE OF SERVICES REQUIRED

General

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide the annual aerial The Independence Day fireworks display. The awarded firm shall furnish all labor, materials, equipment and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Background

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 43,500 living within an area of approximately 36 square miles.

The City of Ormond Beach produces a (4) hour Independence Day Celebration on July 4th annually. The celebration consists of bands, food vendors, children's activities and no less than a (20) minute aerial fireworks display showcasing the parks surrounding the Granada Bridge. An estimated 40,000 event goers take part in this annual tradition.

Scope of Work to be Performed

The City of Ormond Beach is requesting proposals for the purpose of providing a Fourth of July Aerial Fireworks Display ("Program") on July 4, 2026, July 4, 2027, July 4, 2028, July 4, 2029, and July 4, 2030. The City's needs are outlined in the following Request for Proposal ("RFP"). The selected firm will be issued an initial two (2) year contract for services with possible extensions as outlined in the agreement. This agreement is not anticipated to exceed July 4, 2030.

It is expected that the vendor(s) will satisfy the following requirements:

1. Produce a digital musical program for broadcast to synchronize for the entire display.

2. Provide, deliver and secure fireworks to the designated point of fire area.

3. Provide sufficient staff to set-up and fire display.
    a. The pyro-technicians shall be certified and experienced in major electronically fired shows and in the handling, transporting and discharge of fireworks.
    b. Provide a barge and tug company consisting of no less than a 30'x 110' with tug and crew for the duration of the event.
    c. Display shall begin promptly at 9:00pm local time.

4. Provide an on-site inventory check of shells with assigned City staff at 10:00am. All fireworks packages shall be clearly labeled as to size, Type, quantity and country of origin.

5. Provide the shooter with a working cellular phone, and provide the designated City personnel with the cellular phone number.

6. Provide to the designated City staff on the day before the event, prior to inventory check, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.

7. Provide to the City, as early as possible, but no less than three (3) weeks prior to the event, a copy of all applicable permits (Fire, Coast Guard, local, state). Provide compliance with all state and local requirements.

8. Provide to the City a copy of the approved fireworks permit submitted to the Fire Prevention Department, as early as possible, but no less than three (3) weeks prior to the event.

9. Allow total access of contractor operations to the City of Ormond Beach Fire/Police and Leisure Services Departments at all times on the day of the display.

10. Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.

11. Provide any and all other equipment required to provide fireworks display in accordance with RFP specifications shall be provided by the Contractor.

TERM OF AGREEMENT

The initial term of this contract shall be for a two (2) year agreement with a three (3) year renewal option. The term shall begin July 1 and conclude July 5 to permit for installation, execution and removal of the show. All terms and conditions shall remain firm for the initial two (2) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Ormond Beach reserves the right to terminate this agreement, with or without cause, with thirty (30) days notification.

PROPOSAL REQUIREMENTS

Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

1. Title Page: Title page marked, "Proposal for Ormond Beach Aerial Fireworks Display," the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents: Include a clear identification of the material included in the proposal by page number.

3. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

4. Profile of Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

5. Technical Proposal: This detailed proposal should follow the order set forth in Technical Proposal section of this Request for Proposals.

PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-610-0470, or by e-mail at: procurement@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than January 7th, 2026 at 2:00 P.M.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP by December 28, 2025 at 2:00 PM. **Questions received after that time will not be responded to**. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum.

Please direct written inquiries to:

Purchasing Coordinator
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 610-0470
procurement@ormondbeach.org

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

Proposal Delivery: Submit one (1) signed original of the complete proposal packet along with one (1) electronic fully complete copy in pdf format on either a CD or thumb drive, by the closing date and time. Both versions must be included in the sealed envelope.

Submit proposals to:

Purchasing Coordinator
City Hall Room 102
22 South Beach Street,
Ormond Beach FL 32174

The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. **Late proposals will not be accepted.**

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

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

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

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

Technical Proposal General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the fireworks display services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

Independence

The firm should provide an affirmative statement that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is

expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, it employees or agents or any of its agencies or component units during the period of the agreement.

QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents. This section will be scored on the following criteria:

1. Each proposal should include an Executive Summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's case as to why such Proposer should be selected as the City's Aerial Fireworks Display provider.

2. List those persons who will have the lead in administering the contract, proposed on site technicians, and those who will assist the pyro-technicians during the set-up and show. List name, title or position, and specific duties.

3. Background of your firm including number of years in business, number of personnel, and other pertinent information.

4. Resumes of the primary principals of your company.

5. Performance of other fireworks displays shows, including safety records. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of a fireworks display.

6. Prior failure (if any) to perform awarded contract.

7. Within the past five years, if your company has been cited by any local, state or federal agencies for violations involving safety procedures, please describe the details and outcome, including the agencies name and contact number.

8. References – a minimum of five (5) current (within the last three years) trade/business references including complete and current addresses, contact person(s), telephone and fax numbers, and length of contract.

Proposed Aerial Display

Proposer shall provide details of their proposed July 4th aerial fireworks display. The Proposer shall provide what each section of the program will consist of – the number of shells, size, and length of time. Each shell shall be described, including name, height of firing, color(s), size, sound effect, etc. The show must include opening, main body, and grand finale sequences. It is essential that the following information be included in the submitted proposal:

1. Opening, Main Body, Grand Finale ($52,000 maximum)

    - Provide for each sequence of the display
    - General description
    - Description of shells proposed
    - Size and number of shells
    - Total number of shells
    - Time duration
    - Barge Rental

2. Total Display Recap

    - Total number of shells by each size
    - Total duration of display.
    - Total cost of display (not to exceed $52,000)
    - Describe any proposed expanded display in details to include any additional shells and/or changes to shells for basic display.
    - Cost relative renting and operating the barge.
    - Describe details of any changes to time duration for each sequence of the display and total time duration. Please note; a significant display must be in the air from start to finish.

Information and Descriptive Literature

Proposer must submit for evaluation cuts, sketches, videotape, descriptive literature/brochures and technical specifications covering the products offered. Reference literature submitted with a previous proposal or on file with the City will not satisfy this provision.

Action Plan

A detailed, concise action plan for delivery, inventory, communication with staff, set-up, display, clean-up of area and disposal of defective, damaged or unsafe shells. Include safety procedures.

Display Price Adjustments

Proposer shall outline in his/her proposal what cost adjustments would be made to the contracted price of the fireworks display if the City were to encounter various difficulties with contract performance such as, but not limited to:

- Shells, which are not used because of damage, defective firing or other causes.
- Start of show significantly delayed by Contractor (10 minutes or more) or a time break in the show (dead air time).

Please be specific as to how adjustment(s) would be computed. If desired, Proposer may provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment will be expected for that delay or break. The City shall still require an adjustment for damaged or un-shot shells, even if there was a weather delay.

In the event the show is completely canceled due to weather conditions, (as determined by City personnel) the City reserves the right to reschedule or to completely cancel the display. Proposer is to outline in the proposal what price, if any, Proposer may charge if show is completely cancelled due to weather conditions.

Exceptions

Incorporation in a proposal of exceptions to any portion(s) of the RFP specifications may invalidate the proposal. Exceptions to the specifications and conditions shall be clearly and specifically noted in the Proposer's RFP on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be attached to the proposal. The use of Proposer's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the RFP documents.

Identification of Anticipated Potential Problems

The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City of Ormond Beach

Agency's Terms and Conditions

Agencies must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City and the selected Agency and shall not be deemed an opportunity to amend the proposal. Agencies may attach other materials that they feel may improve the quality of their responses. However, these materials should be identified as a supplement to their submittal.

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:
For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

- Experience/Qualifications/References Weight: **40%**
- Proposed Aerial Display: Qty/Size/Type of Shells Weight: **60%**

Responsive proposals will be ranked in each of the criteria.

The City reserves the following rights:

Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.

Request that Proposer(s) furnish additional information as the City may reasonably require.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If

it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

EXHIBIT A

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official at (386) 610-0540 or btonline@ormondbeach.org You can apply online here: https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 contractorlicensing@volusia.org

https://connectlivepermits.org/citizenportal/app/landing

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 610-0540 or btonline@ormondbeach.org

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within

five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended

beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide",

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
ORMOND BEACH AERIAL FIREWORKS DISPLAY
RFP No. 2026-07

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

Fireworks By Santore, Inc.
COMPANY NAME

Cindy Guldenschuh
AUTHORIZED SIGNATURE

Cindy Guldenschuh
NAME

Office Manager
TITLE

1.5.2026
DATE

OCT 23 2025 RH

City of Ormond Beach
Request for Proposals (RFP)
ORMOND BEACH AERIAL FIREWORKS DISPLAY
RFP No. 2026-07

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

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

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Fireworks By Santore, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 18 Hargrove Grade Unit 105 Palm Coast, FL 32137

PHONE NO.: 386.246.4345 FAX NO.: 386.246.4370

SUBMITTER'S NAME: Cindy Guldenschuh
(Typed or Printed in Ink)

TITLE: Office Manager

AUTHORIZED SIGNATURE: I, Cindy Guldenschuh
hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

Fireworks By Santore, Inc.
COMPANY NAME

Cindy Guldenschuh
AUTHORIZED SIGNATURE

Cindy Guldenschuh
SIGNER'S NAME (PRINT OR TYPE)

Office Manager
TITLE

1.5.2026
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Fireworks By Santore, Inc.
Company Name

Cindy Guldenschuh
Authorized Signature

Cindy Guldenschuh
Print Name

Office Manager
Title

OCT 23 2025 RH

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

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

Date: JAN 6, 2026 Signed: Cynthia Guldenschuh

Entity: FIREWORKS BY SANTORE, INC Name: CYNTHIA GULDENSCHUH

Title: OFFICE MANAGER

STATE OF: FLORIDA COUNTY OF: FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of January, 2026, by Cynthia Guldenschuh and who: ☐ Is personally known to me; or ☒ has produced Drivers License as identification.

Notary Public, State of Florida at Large:

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

(seal)

DESTINEE HEARD
Notary Public
State of Florida
Comm# HH367626
Expires 2/28/2027

My commission expires: 2/28/2027

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

Further Affiant sayeth not.

Date: JAN 6, 2026

Signed: Cindy Guldenschuh
Print Name: CINDY GULDENSCHUH
Title: OFFICE MANAGER

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [_] online notarization on the 6 day of January 2026 by Cynthia Guldenschuh as Office Manager on behalf of Fireworks by Santore who is personally known to me or who has produced Drivers License as identification.

(Notary Seal)

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

DESTINEE HEARD
Notary Public
State of Florida
Comm# HH367626
Expires 2/28/2027

This document must be completed and returned with your Submittal

OCT 23 2025 RH

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 City of Ormond Beach

   By Cindy Guldenschuh - Office Manager

   (print this individual's name and title)

   for Fireworks By Santore, Inc.
   (print name of entity submitting statements)

   whose business address is 18 Hargrove Grade #105 Palm Coast, FL 32137

   and if applicable whose Federal Employer Identification Number (FEIN) is 59-3423412

   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.

OCT 23 2025 RH

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).

__X__ 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.

Cindy Guldenschuh
(Signature)

County of Flagler

STATE OF Florida

Sworn and subscribed before me this 16 day of January, 2026 by

Cynthia Guldenschuh who is Personally known to me ____

Or who produced identification - D.L.
(Type of Identification)

(Signature) Notary Public—State of Florida

DESTINEE HEARD
Notary Public
State of Florida
Comm# HH367626
Expires 2/28/2027

(Printed, typed or stamped commissioned name of notary public)

My commission expires 2/28/27 (SEAL)

OCT 23 2025 RH

EXHIBIT "B"

Fireworks By

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

City of Ormond Beach Aerial Fireworks Display

Fireworks By Santore
18 Hargrove Grade Unit 105
Palm Coast, FL 32137

Prepared by:
Cindy Guldenschuh
386.246.4345 office 386.264.5648 cell

Date prepared: January 5, 2026

Fireworks By

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

January 5, 2026

City of Ormond Beach 22
South Breach Street
Ormond Beach, FL 32174

Fireworks by Santore is excited to submit a proposal for the City of Ormond Beach Aerial Fireworks Display. Fireworks By Santore have been a part of the Ormond Beach community since 1974. We've been producing the Ormond Beach July 4th Fireworks Celebration for over 50 years. We operate World-Wide from our office in Flagler County, still taking pride in producing our hometown show. There is no company in the world that has more experience working in the State of Florida. We have continually produced multiple shows in Volusia, Flagler, St. john's and Orange County for more than 40 consecutive years, we have produced the Sawgrass Country Club July 4th display for 67 Years! The State of Florida is not the easiest State to produce July 4th displays, we understand the heat, humidity and rain. We understand navigating the Halifax River and what equipment is needed to get to where we need to be and on time.

With our long experience producing Ormond Beach July 4th, we feel we are more than qualified to produce a world class spectacular fireworks display. The following proposal will outline all state and local permits, a **five** million dollar certificate of insurance, shipping, labor and workman's compensation, product, design, choreography, and post-show clean up. Everything required to produce a spectacular display from concept to clean up!

Please contact me if you have any questions.

Thank you for the opportunity to be of service.

Sincerely,

Eric Larsen
Partner
Fireworks by Santore, Inc.

Fireworks By

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

July 4, 2026 – City of Ormond Beach Aerial Fireworks Display

Company Profile

Fireworks by Santore, has been in business continuously for over 129 years, providing high-quality pyrotechnic entertainment. The Santore family takes pride in supplying the best entertainment value and the highest in safety for both our customers and our technicians.

Based in Palm Coast, Florida, Fireworks by Santore has both storage and manufacturing capabilities to make certain each show contains material that is optimum for the customer's theme and location. We can supply stock materials to fit a budget, and we manufacture custom effects on demand for customers with special needs.

Throughout our history we have produced large aerial displays, and have over forty years' experience producing displays with musical accompaniment. We have our own in-house music editing facilities with the capability to produce custom musical scores from commercially available music.

Santore's crews are highly qualified with both experience and artistic ability. Our staff is able to design, set up, manage, and fire displays with the utmost in safety and professionalism. We utilize state of the art digital firing systems and have an extensive background of firing from multiple locations.

Santore routinely produces displays ranging in price from $3500.00 to $250,000.00. We supply turn-key shows and pre-packaged materials for numerous theme parks in the United States. Our products are used in many sports and musical venues. We have the expertise to maximize entertainment value for your pyrotechnic budget.

Fireworks by Santore will provide you with the best fireworks display you can purchase. Our skilled and artful technicians will give you the best service and the safest display available anywhere.

Your satisfaction is guaranteed.

Design

Our design team has over 100 years combined experience producing large-scale fireworks productions. Lead by renowned designer Eric Larsen whose accomplishments include Major Theme Park Show Designs, NFL Halftime Production Designs, Super Bowl Productions, Nascar Race Productions and thousands of Pyromusical Displays.

For an additional fee, Fireworks by Santore utilizes ShowSim 3D™ design software allowing us to provide our clients a realistic preview of your pyromusical display. Regardless of budget our team custom design each display to ensure a unique experience for your audience.

Products

Santore displays feature products from around the world including but not limited to Japan, China, Spain, Italy and Australia. Utilizing a blend of imported products in combination with Santore products manufactured in our US facility enables us to produce the most entertaining fireworks displays available anywhere.

Safety / Compliance

Safety is our first priority! We follow all Federal, State and Local regulations, our technicians are highly skilled and receive ongoing training. All members of our staff are continuously drug tested and receive Federal (FBI) background screening and are all cleared by Alcohol, Tobacco and Firearms (ATF) to handle explosive materials. NFPA 1123, 1124 and 1126 standards are strictly followed.

Fireworks by Santore has an excellent safety record, in part this is due to our careful selection of the finest products, highly trained technicians and understanding our limitations. We will never offer our services unless we are positive we have the resources to provide a Safe Spectacular Display!

We invite you to explore our safety record and compare us to other companies.

Fireworks by Santore has no current or recent claims or litigation issues.

Similar Contracts and Clients

Fireworks by Santore has provided displays for thousands of clients, several are listed below, **many** more available upon request.

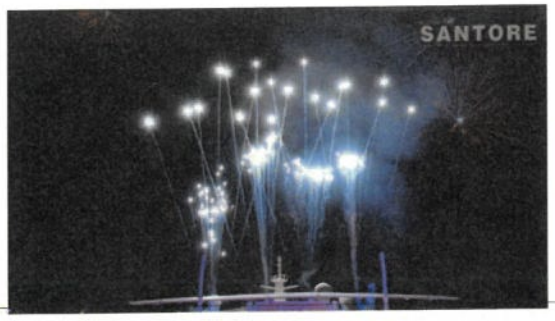
World Golf Village / PGA Productions	Exclusive Pyrotechnics Provider – 23 years
Sawgrass Country Club	Exclusive Pyrotechnics Provider – 67 years
City of St. Augustine, July 4th Celebration	Exclusive Pyrotechnics Provider – 33 years
City of Ormond Beach, July 4th Celebration	Exclusive Pyrotechnics Provider – 50 years
City of Port Orange, July 4th Celebration	Exclusive Pyrotechnics Provider – 27 years
Daytona International Speedway, "Daytona 500"	Exclusive Pyrotechnics Provider – 30 years
Daytona International Speedway, "Daytona 400"	Exclusive Pyrotechnics Provider – 27 years
Hello Florida	Exclusive Pyrotechnics Provider – 25 years
Ginn Properties, USA	Exclusive Pyrotechnics Provider – 12 years
Jacksonville Suns AAA Baseball	Exclusive Pyrotechnics Provider – 28 years
Grande Lakes Resort Orlando	Exclusive Pyrotechnics Provider – 21 years

Cori Niles – City of St. Augustine Public Event & Venue Coordinator – 904.825.1004 – 15 years of service
Megan Driscoll – Daytona International Speedway Senior Consumer Marketing – 386.681.6693 – 25 years of service
Ray Stines – Margaritaville Director, Entertainment – 407.308.0060 – 20 years of service
Obdulio Jimenez – Grande Lakes Resort Hotel Manager – 407.206.2300 – 16 years of service
Kelly Callihan – City of Davenport City Manager – 863.307.7747 – 10 years of service

Environmental Commitment

Fireworks by Santore strongly believes in the importance of protecting our environment. We have established practices that allow us to recycle many of the materials required to produce your display. We carefully inspect all the products we use to make sure they contain only environmentally friendly components and produce minimal debris.







Staff

Our highly trained technicians are our most valuable asset. Many have been producing displays for over 20 years and have experience working throughout the entertainment industry. Our technicians are customer friendly, they will arrive on schedule, work closely with fire inspectors, communicate with your representatives and will come equipped with everything required to produce your display.

Management

Anthony Santore Jr – President / CEO
33 years of experience manufacturing and displaying indoor, close proximity and aerial pyrotechnics.

Eric Larsen – Designer / Partner
38 years of experience designing and producing all types of pyrotechnics and special effect displays.

Nick Sieffert– General Manager / Partner
22 years of experience producing all types of pyrotechnics/special effects and aerial firework displays.

Cindy Guldenschuh – Office Manager
30 years of experience scheduling, permitting, ATF filing, DOT filing and Insurance.







Proposal

Your display will include a wide selection of the finest effects available, our designer will sequence your display in segments designed to highlight and contrast effects, including but not limited to:

Chrysanthemums	Heart Patterns	Titanium Salutes	Fanned Multi Comet
Peonies	Star Patterns	Silver Screaming	Aerial Mines
Twinkling Strobes	Jelly Fish Patterns	Emperor Crown	Crackling Willows
Palm Trees	Triple Rings	Crystal Cascade	Popping Brocade
Dahlias	Jupiter Patterns	Pixie Dust Willow	Octopus
Brilliant Brocade	Brilliant Waterfall	Twilight Glitter	Brilliant Silver
Scattering Stars	U S A Patterns	Spiral Patterns	Magnesium Comets
Diadem Kamuro	Multi-Color Floral	Sky Lanterns	Sky Flares
Falling Leaves	Crossettes	Smiley Face Patterns	Square Patterns
Swarming Bees	Kaleidoscope	Magnesium Mines	Strobe Flares
Thunder Mines	Multi-Salutes	Sparkling Fountains	High Altitude Mines

Layering - We will 'tier' effects of different sizes one atop another in the sky to create patterns of an artistically pleasing arrangement.

Colors - We will choose colors that will produce visual harmony and/or sharp visual contrasts, as required by the script and your artistic needs.

Noise - We will augment the color and visual effects with crowd-pleasing noise effects as necessary. We will use noise heavily in the finale segments to build excitement.

Fireworks by Santore will design to a mutually agreed upon soundtrack, the display will be fired using a state of the art digital firing system (FireOne), from a 30' x 110' steel barge, towed by a professional towing company and crew. The towing company will be in place by no later than 12pm on July 4th. The display will consist of premium aerial display fireworks that have been custom designed and manufactured for Fireworks by Santore.

Weather

In the event weather delays the performance. Once the weather clears and Ormond Beach determines it is safe to move forward, Fireworks by Santore will inspect the display and give an all clear to start the display. If bad weather starts during the firing of the display, Fireworks by Santore will continue to fire the display. Stopping will not be an option as the crew will never have time to safely recover the display. Weather is an act of god and Fireworks by Santore will not be responsible for any refund for products not fired due to weather. If the display is postponed due to weather, City of Ormond Beach will be responsible for all cost associated with the delay. Some of the cost could include, barge rental fees, security, boat transportation, additional crew fees for firing of the display on a different day.

Unfired Display Fireworks

In the event fireworks do not fire during the display, Fireworks by Santore will refund up to $750 dollars per minute of no fireworks being launched.

Display

The show will consist of an opening, body and grand finale. The display will be choregraphed to music and will follow the flow of the soundtrack, if the music is soft, the fireworks will be soft to follow, upbeat, more intense fireworks, patriotic, the colors will be patriotic, all growing to an intense finale. Products will range from 1" to 10" in diameter.

Opening 0:00 to 2:00

6 – 1" multi shot repeaters - 175 – 2.5" aerial display shells - 125 – 3" aerial display shells – 100 - 4" aerial display shells
30 – 5" aerial display shells - 15 – 6" aerial display shells - 2 – 8" aerial display shells

Main Body 2:00 to 18:00

30 – 1" multi shot repeaters - 350 – 3" aerial display shells - 500 - 4" aerial display shells - 350 – 5" aerial display shells
175 – 6" aerial display fireworks - 20 - 8" aerial display shells – 10 – 10" aerial display shells

Grand Finale 18:00 to 20:00

10 – 1" multi shot repeaters - 950 – 3" aerial display shells - 250 - 4" aerial display shells - 150 – 5" aerial display shells
100 – 6" aerial display fireworks - 10 - 8" aerial display shells – 5 – 10" aerial display shells

Cost

Fireworks by Santore will produce a 20-minute pyromusical for $45,000.00. City of Ormond Beach will have an option to lock this price in for 2026 and 2027. A 10% increase will be required for 2028/2029 and another 5% increase for 2030. Fireworks by Santore will not be locked into barge cost for any years. The 2025 barge cost was $29,000.00. If a multi-year contract is agreed upon, barge cost will be quoted yearly separately from the display cost.

$45,000.00 – 20 Minute PyroMusical Display
$29,000.00 – Barge Rental Cost (2025's actual cost) Price Subject to Change
$74,000.00 - Total

Inclusive Turn Key Pricing

Fireworks by Santore has no "hidden" costs. The price you pay covers everything necessary to produce your fireworks display, except for your own advertising and event preparations. Your display price includes the following:

- All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.
- Premiere custom show design.
- All travel costs for our display personnel
- All product (fireworks / pyrotechnics)
- All materials/ equipment
- All required rental equipment and consumable materials
- All safety / PPE – as required under NFPA 1123
- N.F.P.A. approved mortars / racks
- All electronic firing equipment
- All required insurance certificates.
- All permits conforming with all regulations required by the N.F.P.A., Flagler County, FL, City of Palm Coast, FL, B.A.T.F.E., F.A.A.,D.O.T., and any other Municipal, State or Federal law or regulation.
- Scrupulous post show clean-up

We thank you for considering us and look forward to providing the finest pyrotechnics products and services available anywhere!

Please feel free to contact me with any questions:

Eric Larsen
Partner / Designer
Fireworks by Santore, Inc.
407.694.5895
Eric@fireworksbysantore.com





City of Ormond Beach
Request for Proposals (RFP)
ORMOND BEACH AERIAL FIREWORKS DISPLAY
RFP No. 2026-07

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

Fireworks By Santore, Inc.
COMPANY NAME

Cindy Guldenschuh
AUTHORIZED SIGNATURE

Cindy Guldenschuh
NAME

Office Manager
TITLE

1.5.2026
DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2026

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:	
PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	PHONE (A/C, No, Ext): 415-475-4300	FAX (A/C, No): 415-475-4303
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fireworks by Santore, Inc.

PO Box 475
Absarokee MT 59001

COVERAGES **CERTIFICATE NUMBER:** BL-006617 **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 [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PY/25-0226	09/15/2025	09/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $5,000,000 $ $50,000 $ $ $ $5,000,000 $ INCLUDED
	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 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	 $ $ $

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

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

The City of Ormond Beach Independence Day Celebration are Additional Insured as respects the Class B (1.3g) fireworks display(s) on 07/01/2026 to 07/05/2026 located at 1 South Beach St. - Barge on Waterway, Ormond Beach, FL 32174 . This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

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

Susan Etter

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POLICY NUMBER: PY/25-0226 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the “Insurer” or the “Underwriters”

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured.**

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured’s written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**’s operations in accordance with the written contract.

Additional Insured:

The City of Ormond Beach Independence Day Celebration

07/01/2026 to 07/05/2026

c/o City of Ormond Beach

22 S. Beach St., Ormond Beach, FL 32174

All other terms, exclusions and conditions of this Policy remain unchanged.

RFP Evaluation Summary

Project: Aerial Fireworks Display

RFP Number: 2026-07

Recommendation of award highlighted

Date & Time: February 2, 2026 9:00 AM

	Firms							
	Fireworks by Santore, Inc				North Florida Pyrotechnics			
The RFP's were scored on the following criteria:	**S.J.**	**S.D.**	**C.B**	**Totals**	**S.J.**	**S.D.**	**C.B**	**Totals**
Experience/Qualifications/References- 40 points max	**40**	**30**	**40**	**110**	**30**	**20**	**30**	**80**
Proposed Aerial Display: Qty/Size/Type of Shells- 60 points max	**60**	**50**	**60**	**170**	**40**	**30**	**40**	**110**
Totals	**100**	**80**	**100**	**280**	**70**	**50**	**70**	**190**
	Rank			**1**	**Rank**			**2**

Rob Hart
Purchasing Coordinator

Sonja Johnson
Community Events Coordinator

Sara Dionne
Cultural Center Coordinator

Chris Byle
Assistant Finance Director

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.E.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Fleming Avenue Pump Station Reassessment and Bidding Services		
Recommended Action	Staff recommends approval of the proposal from Mead Hunt for plan reassessment and bidding services for the Fleming Avenue pump station project in the amount of $163,910.		
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	City Manager Shawn Finley, Assistant City Manager		

Summary

This item is a request to approve a work authorization with Mead Hunt for the reassessment and bidding services related to the Fleming Avenue Pump Station and forcemain project.

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 total project cost is estimated at $17,579,721. Funding for the project includes state and county contributions, with the City responsible for the remaining balance, as summarized below.

Funding Source	Amount	Percent of Total
Florida Legislative Appropriation (FDEP)	$5,350,000	30.4%
Volusia County Transform 386 Program	$8,789,860	50%
City of Ormond Beach (Estimated)	**$3,439,861**	**19.6%**
Total Estimated Project Cost	**$17,579,721**	**100%**

The proposed work will renew all necessary permits and provide support through the bidding phase to ensure that the intent of the plans is clearly understood and properly implemented by prospective bidders and contractors.

Because the original design of this project was prepared by Mead Hunt and their sub-consultant, Florida State Statutes require that the original Engineer of Record continue to provide professional responsibility for the project, unless a new consultant can demonstrate the ability to replicate the work.

Accordingly, a sole source justification form is attached to document the continuation of the services procured under the original RFP.

Financial Impact

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

Citizen Impact

This is the final project to be complete from the recommendations made in 2009 stormwater update prepared by CDM Smith, the improvement from this project will finish the transformation of the Central Park drainage system and impact flood reduction for future storms.

Attachments

1. 26-36 Fleming Ave Pump Stn-Mead Hunt (P26-0018G)
2. Work Authorization - Mead & Hunt
3. Sole Source Justification Form (Big Fleming 2026)

RESOLUTION NO. 2026-36

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ENGINEERING SERVICES FROM MEAD & HUNT, INC. REGARDING THE FLEMING AVENUE PUMP STATION REASSESSMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on March 21, 2019 by Resolution 2019-62, the City Commission approved a Work Authorization with Mead & Hunt, Inc. for engineering services regarding the design of the Fleming Avenue stormwater pump station (the Project), and

WHEREAS, City efforts to secure grant funding have taken longer than anticipated delaying the project which now needs to be reassessed, and

WHEREAS, because Mead & Hunt, Inc. was the original engineer of record, using them for the design reassessment is a sole source procurement pursuant to Section 2-300(g), 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 $163,910.00 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 Manager has certified that the money for the payment of the services has been appropriated to the credit of the Stormwater Fund (107) and is not appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves the sole source purchase of engineering services for the reassessment of the design of the Fleming Avenue stormwater pump station at a cost not to exceed $163,910.00 and to pay the cost thereof from the Stormwater Fund.

SECTION TWO. The proposal submitted by Mead & Hunt, Inc. to provide engineering services regarding the Fleming Avenue stormwater pump station project at a cost not to exceed $163,910.00 is hereby accepted and 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 Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 24th day of March, 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: Fleming Avenue Pump Station – Reassessment & Bidding Services

Project Description: Civil engineering services to include updating previously prepared plans and specifications for the construction of a regional stormwater pump station and associated force main along Fleming Avenue, as detailed in the attached proposal dated January 27, 2026.

Estimated Project Construction Cost: $17,579,721

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management	Fixed Fee	$3,801.00
Update Project Design	Fixed Fee	$36,175.00
Permitting Assistance	Fixed Fee	$15,504.00
Bidding Assistance	Fixed Fee	$12,745.00
Permit Fees & Reimbursables	Actual Cost	$95,685.00
Total Fee Authorized:	**Not to Exceed**	**$163,910.00**

Funding Source: Stormwater Fund (107)

Estimated Time for Completion: 14 Months 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.

January 27, 2026

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

Email: Shawn.Finley@ormondbeach.org
Hard Copy Mailed Only on Request

Subject: City of Ormond Beach Flemming Avenue Pump Station Reassessment & Bidding Services

Dear Shawn,

We are pleased to offer the enclosed scope of services and fee estimate for updating and revising the 100% design along with bidding assistance for the above referenced project. This project includes updating the previously prepared plans and specifications for the construction of a regional stormwater pump station and associated force main along Fleming Avenue, conveying stormwater from the Central Park lakes to the Halifax River. The original design, developed in support of the City's Stormwater Flooding Investigation Study (CDM Smith, March 2010), has been inactive for approximately five years and requires comprehensive technical updates to reflect current standards, regulations, and site conditions. The proposed scope will refresh the design documents, re-evaluate and update permitting requirements, and re-issue all associated local, state, and federal permits to allow the project to proceed to bidding and construction. Mead & Hunt will continue to engage CDM Smith as a subconsultant to support design updates and permitting coordination.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
VP & Client Manager

Chris Fagerstrom, PE
PM & Stormwater Practice Leader

MDG/CF:dp

CITY OF ORMOND BEACH
SCOPE OF SERVICES
FOR
FLEMMING AVENUE PUMP STATION REASSESSMENT & BIDDING SERVICES

GENERAL CIVIL ENGINEERING SERVICES

This Task Order is in conformance with the Continuing Contract for General Civil Engineering Services, RFQ 2017-01 dated March 20, 2017, between the City of Ormond Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT), and is referred to herein as the Contract.

PROJECT SUMMARY

This project includes updating the previously prepared plans and specifications for the construction of a regional stormwater pump station and associated force main along Fleming Avenue, conveying stormwater from the Central Park lakes to the Halifax River. The original design, developed in support of the City's Stormwater Flooding Investigation Study (CDM Smith, March 2010), has been inactive for approximately five years and requires comprehensive technical updates to reflect current standards, regulations, and site conditions. The proposed scope will refresh the design documents, re-evaluate and update permitting requirements, and re-issue all associated local, state, and federal permits to allow the project to proceed to bidding and construction. Mead & Hunt will continue to engage CDM Smith as a subconsultant to support design updates and permitting coordination.

MEAD & HUNT prepared this Scope of Work based on discussions at the 10/28/2025 project scoping meeting and with the following assumptions and limitations. This proposal is based on the assumption that the scope of work is limited to updating previously prepared plans, specifications, and permit applications to reflect current standards and to re-issue expired permits. The scope does not include substantive design modifications, reconfiguration of project elements, capacity changes, or incorporation of new features unless specifically authorized in writing by the CITY. Any design changes requested by the CITY or required as a result of new or revised regulatory criteria, agency comments, Requests for Additional Information (beyond those identified in this proposal), or permit conditions that necessitate material revisions to the existing design, analyses, or drawings, shall be considered additional services and will be addressed through a separate scope amendment.

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 six (6) month project duration. The PM will manage the development of project work and subconsultant efforts. The PM will provide project updates to the OWNER via work activity reports on monthly invoices.

Subconsultant Work Coordination

MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to four (4) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in the Subconsultants and Reimbursables Phase below.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – UPDATE PROJECT DESIGN

Task 1 – Update Existing 100% Plans

MEAD & HUNT will update and advance the existing plans and specifications to full, bid-ready (100%) construction documents. This effort will include a comprehensive review of the original design to identify and incorporate any required revisions to meet current codes, standards, and permitting requirements. All standard details will be updated to reflect current City and MEAD & HUNT standards, including civil, structural, mechanical, and electrical details. Electrical requirements will be reviewed and revised as necessary to reflect current equipment loads, control strategies, power distribution, grounding, and coordination with the serving utility.

In addition, the drawings and specifications will be reviewed for constructability, coordination between disciplines, and consistency with current bidding practices. This includes verifying quantities, updating material and equipment specifications to reflect currently available products, incorporating any changes resulting from updated regulatory criteria or site conditions, and addressing any gaps, ambiguities, or conflicts identified in the original documents. MEAD & HUNT will also update general notes, pay items, technical specifications, and front-end contract requirements to align with current procurement standards.

Based on the finalized 100% construction documents, MEAD & HUNT will prepare an updated Engineer's Opinion of Probable Construction Cost (EOPCC). The EOPCC will reflect current market conditions, updated quantities, revised design elements, and recent construction cost trends, providing the City with a reliable and defensible cost basis for bidding and project funding.

Upon completion of QA/QC, the updated 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design Update

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 3 – PERMITTING ASSISTANCE

Several permits are anticipated to support implementation of this project. These permits were previously prepared and submitted as part of earlier project efforts; however, due to the passage of time (approximately five years), the permits have expired and must be updated and re-issued to reflect current regulatory requirements, design standards, and site conditions. Anticipated permits include an Environmental Resource Permit (ERP) through the St. Johns River Water Management District (SJRWMD), as well as an Individual Permit (IP) and/or Nationwide Permits from the U.S. Army Corps of Engineers (USACE pursuant to Section 404 of the Clean Water Act). Construction of a new or modified outfall will also require coordination and permitting with the Florida Department of Environmental Protection (FDEP). Additional permits may be required from the Florida Department of Transportation (FDOT), Florida East Coast (FEC) Railway, and Volusia County for work within their respective rights-of-way. This Scope of Services is limited to updating and re-issuing the permits described herein.

The CONSULTANT will conduct pre-application coordination meetings with each applicable agency to confirm updated permit requirements, confirm applicability of previously approved permits, and identify any new data or analyses required. Prior to resubmittal, draft permit applications will be provided to the CITY for review, and comments will be addressed prior to final submission. The CONSULTANT will respond to one (1) Request for Additional Information (RAI) per permit application. All permit application fees will be paid by the CITY.

Permits typically obtained by the Construction Contractor during construction—including NPDES permits, Stormwater Pollution Prevention Plans (SWPPP), and SJRWMD Consumptive Use Permits (CUPs) for dewatering—are not included in this Scope of Services.

3.1 – SJRWMD Environmental Resource Permit (ERP)

The existing ERP has been extended through December 1st, 2030. The existing permit also includes authorization to use State Owned Sovereign Lands (SSL). Therefore, no additional service will be required at this time.

3.2 – USACE Permit

The CONSULTANT will update and re-submit the previously coordinated USACE permit application, which may include an Individual Permit and/or Nationwide Permit, depending on current regulatory thresholds and

project impacts. A separate application will be prepared, as the ERP no longer serves as a joint application with USACE.

As part of this effort, the CONSULTANT will review and update documentation related to federally protected species and cultural or historic resources, as required for USACE coordination. Recent regulatory changes related to permitting delegation to FDEP will be evaluated during agency coordination meetings, and the appropriate permitting pathway will be confirmed prior to resubmittal.

3.3 – FDEP Permit

The CONSULTANT will coordinate with FDEP to confirm permitting requirements for the proposed reclaimed water augmentation station. Previously submitted permit materials will be reviewed, updated as necessary, and re-submitted to obtain authorization for construction of the outfall. The CONSULTANT will coordinate with the CITY to obtain updated historical wastewater plant flow data.

3.4 – FDOT Right-of-Way Permit

The CONSULTANT will update and re-submit applications for FDOT right-of-way permits associated with the stormwater force main crossing FDOT-maintained roadways (including U.S. 1). Updated plans, profiles, and construction details will be prepared as required to reflect current FDOT standards and permitting requirements. The need for and extent of FDOT permitting will be confirmed during early project coordination. It is anticipated that FDOT will permit open cutting of U.S. 1; however, should FDOT mandate trenchless installation, a revised scope and additional fee will be necessary.

3.5 – FEC Railway Right-of-Way Permit

The CONSULTANT will update and re-submit permit and authorization requests to the Florida East Coast (FEC) Railway for construction within or crossing FEC right-of-way. Previously prepared design drawings will be reviewed and updated as necessary to meet current FEC standards. This scope assumes no significant additional technical studies beyond those already completed will be required.

3.6 – Volusia County Right-of-Way Use Permit

The CONSULTANT will update and re-submit a Volusia County Right-of-Way Use Permit for the stormwater force main crossing South Beach Street. Updated application materials and supporting documentation will be prepared, and the CONSULTANT will respond to reasonable requests for additional information from the County.

Deliverables – Permitting

- Final USACE Permit
- Final FDEP Permit
- Final FDOT Right-of-Way Permit
- Final FEC Railway Right-of-Way Permit
- Final Volusia County Right-of-Way Use Permit

PHASE 4 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize the County's and the Owners supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the County's & OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

MEAD & HUNT will also provide the final technical specifications and Construction Drawings (denoted as bid set). The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and totals. MEAD & HUNT will also review submitted pricing for imbalances and other

disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Bid Award Attendance

MEAD & HUNT will attend the County's Commission meeting for bid award and address questions regarding the recommendation of bid award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid by MEAD & HUNT and are included in this phase. Items included in this phase will be billed at actual cost.

CDM Smith

CDM Smith will provide the following deliverables as outlined in their attached scope:
CDM will assist Mead & Hunt to review and validate the previously submitted 100% design drawings and specifications. This will include:

1. Updating Hydrologic and Hydraulic (H/H) modeling (USEPA SWMM).
2. Reviewing Design and layout of the stormwater force main and outfall components of the project and provide Revised 100% design drawings and specifications, with signatures and seals as required.

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 site.
- Available data, drawings, and information related to the project.
- Review of (draft-final plans/specs/reports, etc.) within two 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 10/28/2025 project scoping meeting and with the following assumptions and limitations. This proposal is based on the assumption that the scope of work is limited to updating previously prepared plans, specifications, and permit applications to

reflect current standards and to re-issue expired permits. The scope does not include substantive design modifications, reconfiguration of project elements, capacity changes, or incorporation of new features unless specifically authorized in writing by the CITY. Any design changes requested by the CITY or required as a result of new or revised regulatory criteria, agency comments, Requests for Additional Information (beyond those identified in this proposal), or permit conditions that necessitate material revisions to the existing design, analyses, or drawings, shall be considered additional services and will be addressed through a separate scope amendment.

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	*180 days*	*Receipt of notice to proceed*
Phase 2 – Update Project Design	*120 days*	*Kick off Meeting*
Phase 3 – Permitting Assistance	*60 days*	*OWNER approval of 100% deliverable*
Phase 4 – Bidding Assistance	*60 days*	*OWNER approval of 100% deliverable*

The above timeframes *do not* include permitting agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is $163,910.00.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$3,801.00*	*Lump Sum*
Phase 2 – Update Project Design	*$36,175.00*	*Lump Sum*
Phase 3 – Permitting Assistance	*$15,504.00*	*Lump Sum*
Phase 4 – Bidding Assistance	*$12,745.00*	*Lump Sum*
Subtotal	**$68,225.00**	
Phase 5 – Subconsultants/Reimbursables	$95,685	*Actual cost*
TOTAL	**$163,910.00**	

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 The City 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:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Matt Guzinski, PE	Name:	Brad Blais, PE
Title:	Engineer IV, Client Manager	Title:	Vice President
Date:	January 27, 2026	Date:	January 27, 2026

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.

Mead & Hunt

CITY OF ORMOND BEACH
FLEMMING AVENUE PUMP STATION REASSESSMENT & BIDDING SERVICES
ORMOND BEACH
ESTIMATED MANHOUR SCHEDULE
January 19, 2025

Phase	Description	Principal	Senior Associate	Senior Engineer	Engineer II	Technician IV	Project Assistant II	Project Assistant I	Senior Engineer			Mileage	Total Task ($)
	Hourly Rate	$ 355.00	$ 323.00	$ 227.00	$ 180.00	$ 185.00	$ 125.00	$ 95.00	$ 227.00			$ 0.70	See Below
1	**Project Management**												
	Project Kick-Off Meeting	2	2	2	2		2	2					$ 2,610.00
	Project Coordination	2	10	10	5		2	2					
	Subconsultant Work Coordination (geotech, survey, CR, Bio, SUE)												$ -
	Internal Kick-Off Meeting		1	1	1	1	1	1				$ 56.00	$ 1,191.00
	Subtotals	**4.0**	**13.0**	**13.0**	**8.0**	**1.0**	**5.0**	**5.0**	**0.0**	**0.0**	**0.0**	**$ 56.00**	**$ 3,801.00**
2	**100% Design Development**												
	100% Documents	3	15	25	20	30	2	2	25				$ 26,850.00
	100% QAQC	2	2	2	5	10			2				$ 5,014.00
	100% Review Meeting	2	3	3	3		1	1	5			$ 56.00	$ 4,311.00
	Subtotals	**7.0**	**20.0**	**30.0**	**28.0**	**40.0**	**3.0**	**3.0**	**32.0**	**0.0**	**0.0**	**$ 56.00**	**$ 36,175.00**
3	**Permitting Assistance**												
	SJRWMD Environmental Resource Permit (ERP)	0	0										$ -
	Pre-Application Meeting												$ -
	RAI												$ -
	USACE Permit												$ -
	Pre-Application Meeting												$ -
	RAI												$ -
	FDEP Permit		2	4	4								$ 2,274.00
	Pre-Application Meeting		2	2									$ 1,100.00
	RAI		2	3									$ 1,327.00
	FDOT Right-of-Way Permit		2	4	4								$ 2,274.00
	RAI		2	3									$ 1,327.00
	FEC Railway Right-of-Way Permit		2	4	4								$ 2,274.00
	RAI		2	3									$ 1,327.00
	Volusia County Right-of-Way Use Permit		2	4	4								$ 2,274.00
	Pre-Application Meeting		2	3									$ 1,327.00
	RAI												$ -
													$ -
													$ -
													$ -
													$ -
	Subtotals	**0.0**	**18.0**	**30.0**	**16.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ -**	**$ 15,504.00**
4	**Bidding Assistance**												
	Bidding and Contract Documents	1	2	5	5	8	2	2	5				$ 6,091.00
	Bidding and Contract Documents QAQC	1	2	2	2	2			1				$ 2,412.00
	Prebid Meeting		2	2								$ 56.00	$ 1,156.00
	Addenda/um		2	2	2		1	1					$ 1,680.00
	Bid Opening						2					$ 56.00	$ 306.00
	Bid Review and Recommendation of Award			2			2						
	Bid Award Attendance		2	2									$ 1,100.00
	Subtotals	**2.0**	**10.0**	**15.0**	**9.0**	**10.0**	**7.0**	**3.0**	**6.0**	**0.0**	**0.0**	**$ 112.00**	**$ 12,745.00**
	TOTAL ALL TASKS	**13.0**	**61.0**	**88.0**	**61.0**	**51.0**	**15.0**	**11.0**	**38.0**	**0.0**	**0.0**	**$ 224.00**	**$ 68,225.00**
												Lump Sum Total	**$ 68,225.00**
5	**Subconsultant/Reimbursables Breakdown:**											Subs/Reimbursables	$ 95,685
												Contingency	
												GRAND TOTAL	**$ 163,910**

Description	Amount
Geotech Allowance	
Survey Allowance	
Cultural Resources Allowance	
Biological Allowance	$ 5,000.00
Tetra Tech	$ 89,685.00
Printing/Reproduction/Postage	$ 1,000.00
Total	**$ 95,685.00**

Notes:

EXHIBIT A

DESCRIPTION OF BASIC CONSULTANT SERVICES AND RELATED MATTERS

CITY OF ORMOND BEACH

FLEMING AVENUE STORMWATER PUMP STATION ENGINEERING SERVICES

AGREEMENT FOR UPDATED DESIGN AND PERMITTING SERVICES

JANUARY _____, 2026

This Exhibit, when executed, shall be incorporated in and become part of the AGREEMENT FOR SUBCONTRACTED TECHNICAL SERVICES between Mead & Hunt, Inc. (Mead & Hunt) and CDM Smith Inc. (CONSULTANT), dated _____ , 2026, hereafter referred to as the Agreement.

1. INTRODUCTION/PROJECT BACKGROUND

In May 2009, the City of Ormond Beach (CLIENT) experienced an extreme rainfall event of approximately 28 inches over several days, resulting in widespread flooding in the Laurel Creek Basin. Subsequent studies by Mead & Hunt and CONSULTANT identified conceptual alternatives to mitigate flooding through the interconnection of existing stormwater ponds and the installation of a new stormwater pump station and stormwater force main discharging east to the Halifax River. Between 2010 and 2018, the CLIENT has implemented several of the pond interconnections and conveyance improvements ("Phase 1") recommended in the *City of Ormond Beach Stormwater Flooding investigation Study* (CDM Smith, March 2010), and in 2019 retained Mead & Hunt to evaluate, design, permit, and provide post-design services for the proposed stormwater pump station and stormwater force main outfall ("Phase 2").

Figure 1 shows the preliminary layout for the Study Area and modeling and design components.

2. OBJECTIVES

To reduce the risks of flooding following extreme rainfall events similar to that experienced by the CLIENT in May 2009, the objectives of this CLIENT project consists of: 1) construct a stormwater pump station adjacent to the existing pond located on the CLIENT-owned Central Park on Fleming Avenue; 2) convey the pumped stormwater through a new stormwater force main along Fleming Avenue; and 3) discharge the stormwater into the Halifax River. Mead & Hunt and the CONSULTANT delivered the 100% design drawings, specifications, and permitting package to the CLIENT for "Phase 2" in December 2020. Due to a lack of funding at that time, the CLIENT was unable to construct the project. Five years later, with funding secured from Transform 386, the CLIENT directed Mead & Hunt and the CONSULTANT to review the previously completed design, examine current site conditions, re-secure necessary permits for the project's construction, and perform bid phase services.

Under this Agreement and at the direction of Mead & Hunt, the CONSULTANT will provide review and validation of the components of the project previously completed by the CONSULTANT, namely,

1. Stormwater force main and hydrologic and hydraulic (H/H) modeling design verification,
2. Support Mead & Hunt with renewing previously submitted permit applications enumerated below to relevant agencies, and
3. Complete Bidding Phase services for elements of the work previously completed by CONSULTANT.

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Mead & Hunt (or its other subcontractors) will be responsible for review and validation design services not explicitly designated to CONSULTANT under this Agreement, including topographic survey, subsurface utility engineering, geotechnical evaluation, stormwater force main design outside of, the CONSULTANT's limits established in Task 2, pump hydraulic and mechanical design, structural engineering, electrical design, instrumentation and controls, and bidding Phase services for components of the project other than the stormwater force main and H/H modeling support.

1. SCOPE OF WORK

CONSULTANT will perform the following Tasks under this Authorization:

TASK 1 - PROJECT AND QUALITY MANAGEMENT

Project management is a critical activity in the execution of this work, which will require project planning, management, and collaboration with CLIENT and Mead & Hunt. Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope of work is consistent with CONSULTANT's standards and CLIENT'S requirements. The following project management items are included in this task:

Subtask 1.1 Project Management Plan Update and Project Schedule

The CONSULTANT shall update the Project Management Plan (PMP), which includes team member identification and contact information, roles and responsibilities of the team members, management activities, a quality management plan (QMP), list of key deliverables, schedule, and the budget. The project schedule will be developed to identify work activities and delivery milestones.

Subtask 1.2 Project Kickoff Meeting

The CONSULTANT will attend a project kickoff meeting with Mead & Hunt and the CLIENT. The meeting will be attended by at least two CONSULTANT personnel. The CONSULTANT will assist Mead & Hunt in organizing this meeting, including preparing an agenda, compiling meeting minutes and distributing the minutes to attendees.

Subtask 1.3 Project Meetings

The CONSULTANT will attend up to eight bi-weekly progress meetings which will be held by conference call or Teams web meeting, assumed 30-minute duration. The CONSULTANT will provide a written bi-weekly status report and update on schedule and pending items.

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Figure 1
Site Location
City of Ormond Beach, FL

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Subtask 1.4 Quality Management

The QMP includes procedures related to project startup, execution, and close-out. CONSULTANT's quality management system includes quality technical reviews, independent technical reviews, and cross-checking activities. The CONSULTANT will perform an independent technical review and cross-checking for each deliverable.

The quality technical reviews and independent technical reviews will be performed prior to the Design Review meeting.

TASK 1 DELIVERABLES

CONSULTANT will provide the following deliverables to Mead & Hunt:

1. Project Schedule
2. Kickoff Meeting minutes
3. Bi-weekly Progress Status Reports and Schedule Updates

TASK 2 - DESIGN REVIEW AND VALIDATION

Under this task, the CONSULTANT will assist Mead & Hunt to review and validate the previously submitted 100% design drawings and specifications. This will include the:

1. Hydrologic and Hydraulic (H/H) modeling (USEPA SWMM),
2. Design and layout of the stormwater force main and outfall components of the project as defined in the following subtasks below.

Subtask 2.1 Data and Field Review

The objective of the design review and validation will be to confirm the design drawings, specifications (including pump capacity), location, layout of the pump station, stormwater force main, outfall, and other design components are still valid after the five years that have elapsed since the submission of the 100% design drawings and specifications to the CLIENT. Under this Subtask, CONSULTANT will:

- Perform a field inspection and data confirmation
- Perform a visual inspection of the stormwater pipe layout and location of the proposed outfall along with Mead & Hunt. This will include one field visit by the CONSULTANT with up to three staff.
- Review previously collected geotechnical and survey data information along with Mead & Hunt.
- A request for any utility work completed by others from 2021 through 2025 along the stormwater pipeline layout shall be made to Sunshine 811 by Mead & Hunt and shared with CONSULTANT once received.

Subtask 2.2 H&H Model Validation and Update

CONSULTANT will review the potential for changes to the USEPA SWMM H&H for the area, including land use, utilities (as provided by Mead and Hunt), projects, proposed force main routes and crossings, tidal boundary conditions and outfall, location and constraints.

CONSULTANT will summarize results from the USEPA SWMM for the 5, 10, 25 and 100-year 24-hour St. Johns River Water Management District (SJRWMD) design storm distribution using NOAA Altas 14 rainfall with and without the proposed pump station and report the changes in flood control level of service (LOS) in tabular form. Tabular summary tables will include peak stages, flows and velocities.

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The Halifax River tidal boundary conditions will be the 1-year tidal stillwater as recommended by CONSULTANT. No sea level rise scenarios will be included in this evaluation unless requested by the CLIENT as additional services to this agreement.

No potential design drawings or calculation modifications are recommended by CONSULTANT as part of this scope of work.

Subtask 2.3 Design Drawings and Specifications Reviews and Update(s)

CONSULTANT will review and update dates and signatures for up to 20 drawing sheets as part of the design validation evaluation, including the drawings developed by CONSULTANT for current date and professional engineering signing and sealing as engineer of record for work previously completed by CONSULTANT. No design revisions will be made to the drawings under this subtask.

Specifications previously prepared by the CONSULTANT will be reviewed by CONSULTANT to confirm that they are consistent with current engineering codes, regulations, and CLIENT approved materials. An updated microtunneling specification will be included as part of this scope of work, as significant advancements have been made using that approach over the past five years. As Volusia County will be the new contracting entity, a new Division 1 will be required, and references within other sections of the specifications will be updated accordingly.

Revised 100% design drawings and specifications, with signatures and seals as required, will be provided to the CLIENT.

TASK 2 DELIVERABLES

CONSULTANT will provide the following deliverables to Mead & Hunt:

1. Revised 100% design drawings and specifications, with signatures and seals as required

TASK 3- PERMITTING SERVICES

Several permits were issued for implementation of this project five years ago as described below. These permits included an Environmental Resource Permit (ERP) through the St. Johns River Water Management District (SJRWMD) as well as an Individual Permit (IP) and/or Nationwide Permits as applicable for construction (dredge and fill activities) and operational activities is anticipated from the US Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act. The construction of a new, additional outfall point required additional permitting with the Florida Department of Environmental Protection (FDEP). Subsequent to this, FDEP has lost Section 404 permit delegation.

Additional permits were needed from the Florida East Coast (FEC) railroad and Florida Department of Transportation (FDOT) for construction within their rights-of-way (ROWs).

The permits mentioned above need to be reissued by the relevant agencies for this work to be constructed. This Scope of Work does not address other permits beyond those described below.

CONSULTANT will provide CLIENT with supporting documentation related to work previously completed by CONSULTANT. Mead & Hunt shall prepare permit applications for re-issuance of the required permits for the project including the following:

- SJRWMD ERP
- USACE Section 404 Permit
- FDEP Permit
- FDOT ROW Permit

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- FEC ROW Permit.

CONSULTANT understands that the CLIENT and Mead and Hunt have confirmed that the SJRWMD ERP has been extended and that new ERP requirements (e.g., O&M budgeting and TP and TN nutrient reduction calculations) that became effective December 28, 2025 are not required for this project.

CONSULTANT will spend up to a total of 40 hours supporting Mead & Hunt attending up to three re-application meetings with the agencies via Teams or other teleconference calls and responding to one Request for Additional Information (RAI) per permit application. The revised microtunneling specification will be included.

All permit fees will be paid by the CLIENT.

Not included in this task are those permits typically obtained during construction by the Construction Contractor such as any National Pollutant Discharge Elimination System (NPDES) permits or requirements such as a Stormwater Pollution Prevention Plan (SWPPP), and/or SJRWMD Consumptive Use Permits (CUPs) for dewatering.

In the event that additional permits or permitting services beyond the established sixteen (16) hours of CONSULTANT labor are necessary, an Amendment will be required.

TASK 3 DELIVERABLES

CONSULTANT will provide the following deliverables to Mead & Hunt:

1. Supporting documentation for each draft permit renewal application prepared by Mead & Hunt
2. Supporting documentation for each final permit application prepared by Mead & Hunt
3. Pre-application meeting minutes for each permit application attended by CONSULTANT
4. Response to up to one RAI per permit application

TASK 5 - BIDDING PHASE SERVICES

Mead & Hunt and the CONSULTANT will provide bidding phase services to the CLIENT for elements of the work each party was responsible. One staff member from the CONSULTANT will attend the Prebid meeting hosted by the CLIENT. The CONSULTANT will respond to questions related to the design and specifications completed by the CONSULTANT, and coordinate with the CLIENT to issue up to three Addenda to the bid package.

TASK 5 DELIVERABLES

1. Addenda to the Bid Package (up to three)

2. TIME FRAMES AND DELIVERABLES

It is anticipated that the work will take 4 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). CONSULTANT will prepare an updated detailed schedule within the first 30 calendar days after NTP. Should design and/or permitting constraints be identified that will impact the proposed schedule, the CONSULTANT will notify Mead & Hunt immediately.

3. BUDGET/COST AND SCHEDULE

Mead & Hunt agrees to pay CONSULTANT a lump sum amount of $89,685 for the services provided under this Agreement. Partial payment shall be made on a monthly basis in proportion to the percentage of work completed. For invoicing purposes only, the value of each task is presented in **Table 1**.

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Table 1 – Task Values

Task	Value ($)
Task 1 – Project and Quality Management (Lump Sum)	**$26,110**
Task 2 – Design Review and Validation (Lump Sum)	**$41,200**
Task 3 – Permitting Services (Lump Sum)	**$11,240**
Task 4 – Bidding Phase Services (Lump Sum)	**$11,135**
Total Not to Exceed Amount =	**$89,685**

BASIS OF ESTIMATE AND LIMITATIONS

The following list provides the basis limitations for the scope and budget estimate:

1. No new survey or geotechnical analysis is included in this Agreement.
2. No changes to the H&H model or the stormwater pipe layout or design are anticipated. If current field conditions necessitate an update of the H&H model, or if the layout of the stormwater pipe designed by the CONSULTANT needs to be modified beyond updating the date and Professional Engineer seal, an Amendment to this Agreement will be required.
3. It is assumed that FDOT will still permit open cut of US Highway 1. No microtunneling, horizontal directional drilling, or jack and bore design/analysis crossing US Highway 1 is included in this Agreement.
4. It is assumed that FEC will still permit the microtunnel crossing of the railroad in the same vertical and horizontal location.
5. A request for any utility work completed by others from 2021 through 2025 along the stormwater layout shall be made to Sunshine 811 by Mead and Hunt and delivered to the CONSULTANT.
6. Benefit cost analysis, cost estimating, triple bottom line analysis, grant funding services, and construction phase services will not be provided by the CONSULTANT.
7. If additional meetings beyond those described in the Scope of Work are required, CONSULTANT reserves the right to seek additional compensation.
8. Kick-off and design/planning review meetings will be held at Mead & Hunt's office with CLIENT staff and up to three CONSULTANT staff attending in person and the remainder of the available design and permitting team attending via teleconference/webinar.
9. Scoped meetings with Mead & Hunt and CLIENT are budgeted to be joint meetings with applicable staff rather than separate individual meetings.
10. The CONSULTANT will be responsible for the validation of the design of the stormwater force main component of the project from a point just inside the right-of-way of Fleming Avenue to a point just west of South Beach Street, as well as the piping component of the maintenance bypass system to be constructed within the Central Park parcel.
11. Should additional data collection, analysis, or hydrologic/hydraulic modeling be required to represent existing conditions than the services scoped herein, the effort will be addressed with an Amendment to this Agreement.

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12. Any potential field work requirements will be provided by Mead and Hunt.
13. It is assumed that no changes to the surge protection devices will be required.
14. Mead & Hunt will be responsible for the design of the pump station (including header) and outfall (including a diffuser assembly or other end treatment, as applicable). Mead & Hunt will be responsible for design services not explicitly designated to the CONSULTANT by this Agreement, including topographic survey, subsurface utility engineering, geotechnical engineering, pump hydraulic and mechanical design, electrical design, structural engineering, and instrumentation and controls.
15. All permit fees will be paid by the CLIENT.
16. This Agreement includes only those permits described herein. Not included in this scope are those permits typically obtained during construction by the Construction Contractor such as any National Pollutant Discharge Elimination System (NPDES) permits or requirements such as a Stormwater Pollution Prevention Plan (SWPPP), and/or SJRWMD Consumptive Use Permits (CUPs) for dewatering.
17. This Agreement does not include environmental/ecological/water quality studies or evaluations or development of mitigation plan.
18. This Agreement does not include wetland/surface water jurisdictional determination or development of legal descriptions.
19. Should project constraints require more extensive design or permitting efforts than scoped herein, these will be addressed by an Amendment to this Agreement.
20. No opinions of probable construction costs are included in this Agreement.

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HOURLY BUILD UP FOR CITY OF ORMOND BEACH FLEMING AVENUE STORMWATER PUMP STATION ENGINEERING SERVICES AGREEMENT FOR UPDATED DESIGN AND PERMITTING SERVICES

Resource Details													
Resource Type	abor - Employe	bor - Employe	bor - Employe	bor - Employe	bor - Employe	or - Employe	bor - Employe	or - Employe	or - Employe	Labor - Job	bor - Employe	bor - Employe	abor - Employee
Resource Description	Senior Officer	Senior Officer	Associate	Associate	Senior Office	Technical	or Technical E	Senior Office	r Support Se	Professional I	r Support Ser	Support Ser	ment Control Specialist
Resource Name	Grotke, Eric J	Vann, Kevin N	McCue, Terr	Cashon-Front	Schmidt, Mic	Tappan, Cla	Wagner, Richa	Pathirage, K	Aust, James	US-Environm	Humphries, A	Abhishek, Fn	Jensen, Judith A
Project Bill Rate	$305.00	$305.00	$275.00	$275.00	$305.00	$295.00	$295.00	$305.00	$175.00	$185.00	$175.00	$155.00	$110.00
Total Units	19.00	6.00	62.00	104.00	28.00	4.00	16.00	16.00	56.00	8.00	8.00	8.00	14.00
Total Billable Amount	$5,795.00	$1,830.00	$17,050.00	$28,600.00	$8,540.00	$1,180.00	$4,720.00	$4,880.00	$9,800.00	$1,480.00	$1,400.00	$1,240.00	$1,540.00

WBS Code	Level	Act ID	WBS/Activity Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Labor Bill Amount	ODC Billable	Total Billable
TASK 1	1		Project and Quality Management														$25,110.00	$1,000.00	$26,110.00
Task 1.1	2		Project Management Plan Update and Project Schedule	2.00	6.00	4.00								8.00	8.00	8.00	$7,060		$7,060
Task 1.2	2		Project Kickoff Meeting	4.00		4.00	4.00	4.00									$4,640	$500	$5,140
Task 1.3	2		Project Meetings	8.00		8.00	8.00	4.00									$8,060	$500	$8,560
Task 1.4	2		Quality Management	4.00		2.00		4.00	4.00	4.00							$5,350		$5,350
TASK 2	1		Design Review and Validation														$40,700	$500	$41,200
Task 2.1	2		Data and Field Review			8.00	20.00	4.00				12.00					$11,020	$500	$11,520
Task 2.2	2		H&H Model Validation and Update			4.00	4.00	4.00		12.00		2.00	8.00				$8,790		$8,790
Task 2.3	2		Design Drawing and Specifications Review and Update			8.00	40.00				8.00	30.00					$20,890		$20,890
TASK 3	1		Permitting Services			16.00	16.00	4.00			4.00						$11,240		$11,240
TASK 4	1		Bidding Phase Services	1.00		8.00	12.00	4.00	0.00		4.00	12.00				6.00	$11,005	$130	$11,135

City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: February 17, 2026

Vendor: Mead Hunt Cost: $163,910

Requested by: Shawn Finley Department: Engineering

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

The work proposed in this proposal will renew all necessary permits for the Fleming Avenue Pump Station Project, provide support through the bidding phase to ensure that the intention of the plans is fully realized and comprehended by all prospective bidders and contractors and allow for constructio of this project which has received $14.7 million in funding through the Florida Legislature and Volusia County's Transform 386 Program.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Mead Hunt and their subcontractor TetraTech (formerly CDM Smith) were the original Engineer of Record for this project. This project involves the resubmittal of formal engineering plans for permit renewal and compliance.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Florida Statutes requires plans submitted for permitting and construction to be signed and sealed by the Engineer of Record (EOR). In order to sign and seal plans and calculations, this work must either be performed by the EOR or under their responsible charge. For an EOR not originally involved in the project design to take this responsibility they must prove that the can replicate the work, or redesign the project. A redesign of this project would cost an estimated $3 million, well over the cost of this work authorization as well as potentially one year or longer creating a substantial time delay.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

_____

Signature (Dept. Director or Division Manager)

_____

Title

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.F.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Ormond Beach Sports Complex Fields 11 & 12 LED Lighting		
Recommended Action	Staff intends to proceed with the use of Parks and Recreation Impact Fee funds to complete this project unless otherwise directed.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The City Commission approved the submission of a grant request in the amount of $300,000 for the installation of LED lighting for Soccer Fields 11 and 12 under the Daytona Beach Racing and Recreational Facilities District grant program through Resolution 2025-189. The remaining cost of the project was to be paid from Recreation Impact Fee Funds.

The City did not receive funding from The Daytona Beach Racing and Recreational Facilities District. In order to proceed and avoid further delay with this much-needed project, staff intends to use additional Recreation Impact Fee dollars to fund the project. The proposed use of Recreation Impact Fee dollars is consistent with the intended purpose of those funds, as the project enhances recreational infrastructure and supports increased demand for athletic field use.

Staff has received a proposal from AM Weigel, under their continuing contract, for the procurement and installation of the LED lighting in the amount of $653,264.83.

Financial Impact

The original budget for this project was solely based on the cost of materials required to install the lights and did not account for the associated installation cost. If approved, the $653,264.83 cost will be funded from Fund 310- Recreation Impact Fee Fund and will require a budget amendment to offset the additional cost over the $500,000 budget.

Citizen Impact

Approval of this item will enhance recreational opportunities for residents by increasing field availability, improving scheduling flexibility, supporting community youth and adult programs, and promoting a safer environment for all users.

Attachments

1. 26-37 OBSC Field Light-AM Weigel (P26-0020G)
2. OBSC Soccer Fields 11 & 12 Work Authorization - AM Weigel

RESOLUTION NO. 2026-37

A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE INSTALLATION OF LIGHT POLES AT FIELDS 11 AND 12 AT THE ORMOND BEACH SPORTS COMPLEX; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from A.M. Weigel, a firm under continuing contract with the City, to provide construction management services regarding the installation of light poles at fields 11 and 12 at the Ormond Beach Sports Complex ("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 A.M. Weigel to provide construction management services for the aforedescribed project at a cost not to exceed $653,264.83 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 Recreation Impact Fee Fund (310) 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 A.M. Weigel to provide construction management services regarding the installation of light poles at fields 11 and 12 at the Ormond Beach Sports Complex at a cost not to exceed $653,264.83 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 A.M. Weigel to provide construction management services for the Project at the said price, and to pay the cost therefor from the Recreation Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022, between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: OBSC Fields 11 & 12 – LED Lighting

Project Description: Construction management services to install MUSCO Light Poles to fields 11 and 12 at the Ormond Beach Sports Complex, as detailed in the attached proposal dated February 6, 2026.

Estimated Project Construction Cost: $653,264.83

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Softball Fields 11 & 12 Lighting	Guaranteed Maximum Price	$653,264.83
Total Fee Authorized:	**Not to Exceed**	**$653,264.83**

Funding Source: Recreation Impact Fee Fund (310)

Estimated Time for Completion: 180 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Jason Leslie
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
A. Michael Weigel
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.

February 06, 2026

Mr. Lane Carter
Engineering Department
City of Ormond Beach
22 South Beach Street,
Ormond Beach, FL 32174

RE: City of Ormond Beach
Ormond Beach Sports Complex
Soccer 11 & 12 LED Field Lighting

Dear Lane,

We are pleased to submit our Guaranteed Maximum Price proposal to add MUSCO Light Poles for Soccer Fields 11 and 12 at the Ormond Beach Sports Complex (700 Hull Road, Ormond Beach, Florida 32174), in the amount of **Six Hundred Fifty Three Thousand Two Hundred Sixty Four Dollars and Eighty Three Cents ($653,264.83)**.

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A"	Assumptions & Qualifications
Exhibit "B"	Cost Summary
Exhibit "C"	MUSCO Layouts, Boring Locations, Access Plan

The Proposal includes MUSCO Poles and Lights, FAA Study and Warning Lights, Power, Electrical Design, Temporary Access, Removal of Spoils, and Field Repairs.

We anticipate an overall project duration of six (6) months with three (3) months of construction activities, during which Soccer Fields 10-12 will be closed.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach staff in building this important project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.



A. Michael Weigel
President

Attachments

Ormond Beach Sports Complex **EXHIBIT A**
Soccer Fields 11 & 12 Lighting

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

A. QUALIFICATIONS:

1. In the event of discrepancies between the Contract Documents and these qualifications, these qualifications shall prevail.
2. In general terms, the scope of the Project is limited to construction of new MUSCO High-Mast Field Lighting for Soccer Fields 11 & 12 at the Ormond Beach Sports Complex. This will involve the installation of four (4) new high-mast light poles and modification to existing poles along Field #10, and directionally-drilled conduit and wiring back to existing Panel HH2 / MUSCO Control Cabinet. Damages to field from construction will be remediated.
3. This proposal is based on the Proposal Document, these Assumptions & Qualifications identified as Exhibit "A", the Cost Summary identified as Exhibit "B", and the MUSCO Sports Lighting Documents as Exhibit "C" all attached hereto and made a part hereof.
4. All work will be performed during normal working hours. Premiums for shift work or overtime are not included in the Contract Sum.
5. 6% State Sales Tax, 0.5% County Sales Tax (on the first $5,000) – is included on all materials. It is our intention for the Owner to directly purchase as many items as feasible for the purpose of realizing the benefit of their tax exempt status.
6. The sales tax saved through the Owner Direct Purchase Process will accrue to the contract as a budget to be used for the purpose of defraying the expenses due to unforeseen circumstances relating to the CM's responsibilities for construction. The Construction Manager will be required to furnish documentation justifying expenditures charged to this budget prior to the release of funds by the Owner. Budget balance shall be tracked by the CM and reported to the Owner on an ongoing basis. Upon completion of the project, a final accounting of the unused funds will be reconciled with the Owner and any and all unused monies will be credited to the Owner Contract via deductive change order.

B. EXCLUSIONS:

1. We have not included any costs associated with removal or replacement of unsuitable soils or hazardous materials found on site.
2. Removal or relocation of unforeseen conflicting utilities is excluded.
3. MUSCO calculations anticipate that existing Panel HH2 has sufficient power for new lights; therefore, new electrical service and panels are excluded.
4. Temporary Lighting is excluded.
5. We have included costs related to an electrical permit only; costs for any other type of permitting is excluded.

C. QUALIFICATIONS BY TRADE:

Division 01 – General Requirements

6. We have included the necessary project management and full-time jobsite supervision for the entire period of construction.
7. The project is based on a continuous schedule of one (1) month for Owner-Direct Purchasing of Materials and permit documents development, one (1) month of permit review, one (1) additional month for high-mast lighting fabrication, and three (3) months of construction activities. MUSCO Light Poles have an expected lead time of 8 to 10 weeks.
8. A.M. Weigel Construction will prepare documents and request the FAA study for new light poles during design development and permitting, which the FAA states will take 45 days.
9. We have included the cost of Liability Insurance and Builders Risk Insurance coverage and Performance and Payment Bond premiums as described in our contract agreement.
10. It is assumed that all temporary utility services will be connected to existing facilities and that the cost associated with temporary water, sewer, and power consumption are not included.
11. We have included a temporary driveway in an approximate 20’ path in the ditch Northeast of Field #12. Temporary 6” drainage pipe and temporary vehicle gate with lock will be added.
12. We have included staging plywood for vehicle access across Fields 10-12.

Division 02 – Repair Allowance

13. We have included repair allowance of $15,700 for field repairs.
14. We have included MUSCO Pre-Engineered Foundations for new Light Poles.

Division 16A - Electrical

15. We have included new 2” Directionally-Bored Electrical Conduit in a direct path from Panel HH2 to Light Poles. Drilling will be a minimum of 4’ below grade per Exhibit “C”.
16. We have included tie-in with Panel HH2 and associated MUSCO Control Panel.
17. We have included separate circuits for Red FAA Warning Lights.

Division 16B – Field Lighting

18. We have included the cost to furnish and install new Field Lighting consisting of four (4) new high mast light poles with lighting, and additional lighting on Poles S27 and S28 along Soccer Field #10.
19. We have included the cost for red FAA Warning Lights as we anticipate new poles will require them as all neighboring poles did on previous projects.

Ormond Beach Sports Complex Soccer Fields 11 12 Lighting

EXHIBIT "B" - GMP COST BREAKDOWN

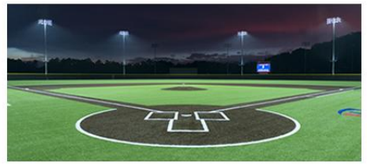
Bid Pkg	Description	Qty	UM	Rate	TotalCost
1A	Project Management	240	HRS	52.75	12,660.00
1A	Superintendent	480	HRS	60.32	28,953.60
1A	Acounting	40	HRS	50.00	2,000.00
1A	Vehicle / Gas & Oil	3	MO		450.00
1A	Telephone / Communication	3	MO		192.00
1B	Dumpsters & Waste	3	EA		1,440.00
1B	Temporary Toilet Rental	3	MO		252.00
1B	Temporary Barricades and Signage	1	LS		1,800.00
1B	Periodic & Final Cleanup	8	DAYS		1,363.20
1C	Plywood Staging (Labor)	1	LS		9,980.00
1C	Plywood Staging (Material)	1	LS		9,000.00
1C	Temporary Driveway	1	LS		6,050.00
1C	Temporary Gate	1	LS		600.00
1C	Haul Off Drilling Slurry	1	LS		3,635.00
1D	Site Surveying & FAA Study	1	LS		5,250.00
2A	Repair Allowance - Remove and Replace Sod	9,500	SF		9,500.00
2A	Repair Allowance - Grade and Fill Ruts in Sod	40	HRS		6,200.00
16A	MUSCO LED Materials - Soccer Field 11	1	LS		152,615.00
16A	MUSCO LED Materials - Soccer Field 12	1	LS		152,615.00
16A	MUSCO Pole Cost	4	EA		84,270.00
16C	Electrical Conduit & Circuitry to Existing Panel HH2	1	LS		70,500.00
1A	Permitting & Impact Fees	1	LS		2,000.00
	SUBTOTAL				561,325.80
	ST Contingency		6.50%		25,465.70
	General Liability Insurance		1.15%		6,455.25
	Builders Risk Insurance		0.25%		1,403.31
	Performance & Payment Bond				6,692.13
	Overhead and Profit		9.25%		51,922.64
	GRAND TOTAL				**653,264.83**

Ormond Beach Soccer Field 11 & 12

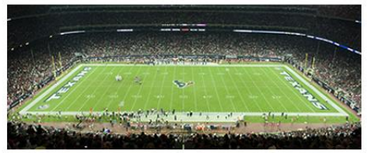
Ormond Beach, FL

EXHBIIT "C"

From Hometown to Professional









Lighting System

Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S27-S28	70'	70'	6	TLC-LED-1200	7.02 kW	K
S29-S30	70'	70'	6	TLC-LED-1200	7.02 kW	K
		70'	6	TLC-LED-1200	7.02 kW	L
S31-S32	70'	70'	6	TLC-LED-1200	7.02 kW	L
6			**48**		**56.16 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
K	Soccer 11	28.08 kW	24
L	Soccer 12	28.08 kW	24

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	48

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Soccer 11	Horizontal Illuminance	32.44	26.27	39.17	1.49	1.24	K	24
Soccer 12	Horizontal Illuminance	31.42	25.29	38.94	1.54	1.24	L	24

We Make It Happen.

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EXHBIIT "C"

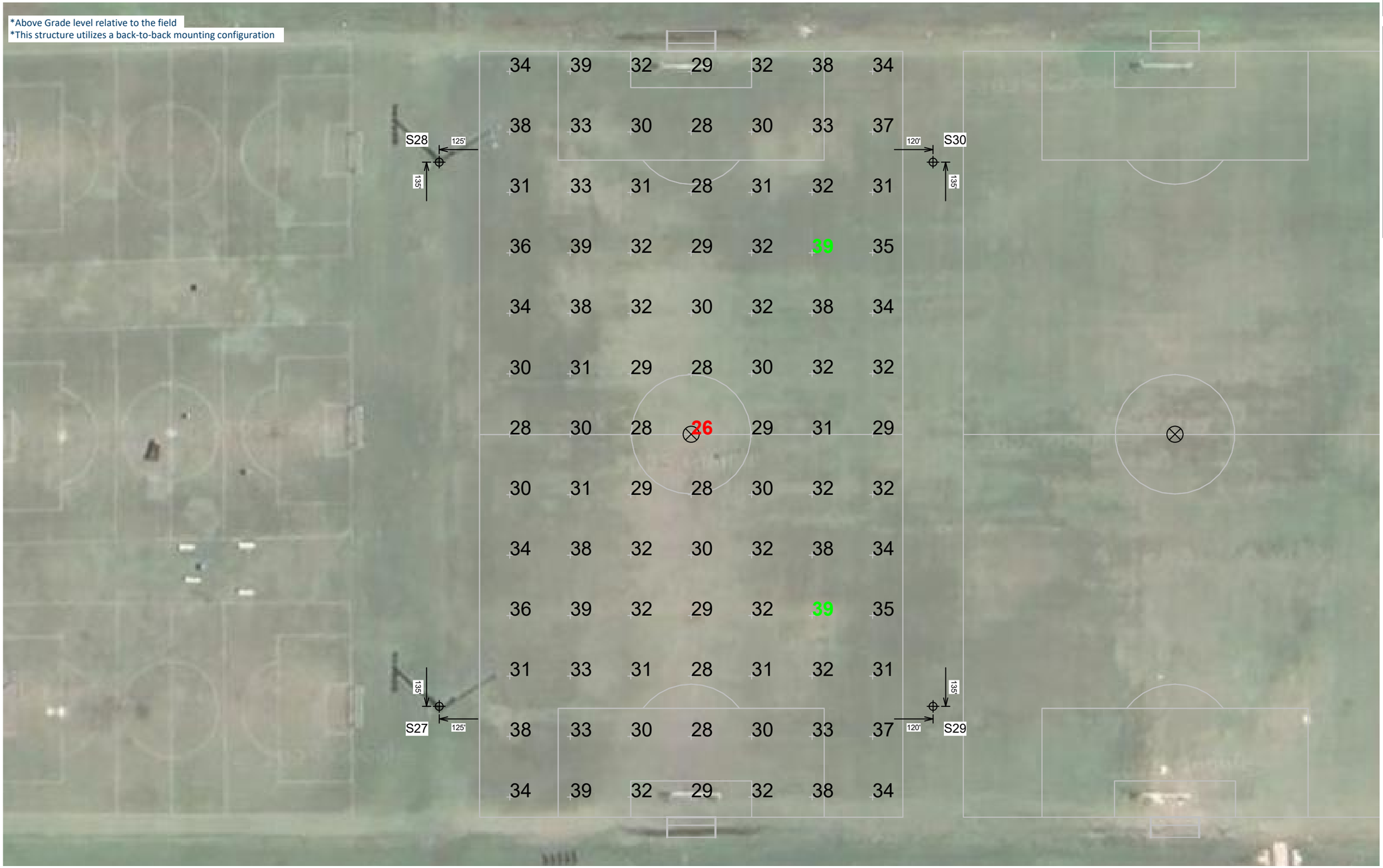
Ormond Beach Soccer Field 11 & 12

Ormond Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	S27-S28	70'	-	70'	TLC-LED-1200	6	6	0
2	S29-S30	70'	-	70'	TLC-LED-1200	6/6*	6	6
4	Totals					36	24	12

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



Grid Summary

Name:	**Soccer 11**
Size:	380' x 210'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.44
Maximum:	39.17
Minimum:	26.27
Avg/Min:	1.24
Guaranteed Max/Min:	**2.5**
Max/Min:	1.49
UG (adjacent pts):	1.24
CU:	0.73
No. of Points:	91
LUMINAIRE INFORMATION	
Applied Circuits:	K
No. of Luminaires:	**24**
Total Load:	28.08 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50
0' 50' 100'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #242785A • 28-Feb-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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EXHBIIT "C"

Ormond Beach Soccer Field 11 & 12

Ormond Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	S29-S30	70'	-	70'	TLC-LED-1200	6/6*	6	6
2	S31-S32	70'	-	70'	TLC-LED-1200	6	6	0
4	Totals					36	24	12

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



Grid Summary

Name:	**Soccer 12**
Size:	380' x 210'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	31.42
Maximum:	38.94
Minimum:	25.29
Avg/Min:	1.24
Guaranteed Max/Min:	**2.5**
Max/Min:	1.54
UG (adjacent pts):	1.23
CU:	0.71
No. of Points:	91
LUMINAIRE INFORMATION	
Applied Circuits:	L
No. of Luminaires:	**24**
Total Load:	28.08 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50
0' 50' 100'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #242785A • 28-Feb-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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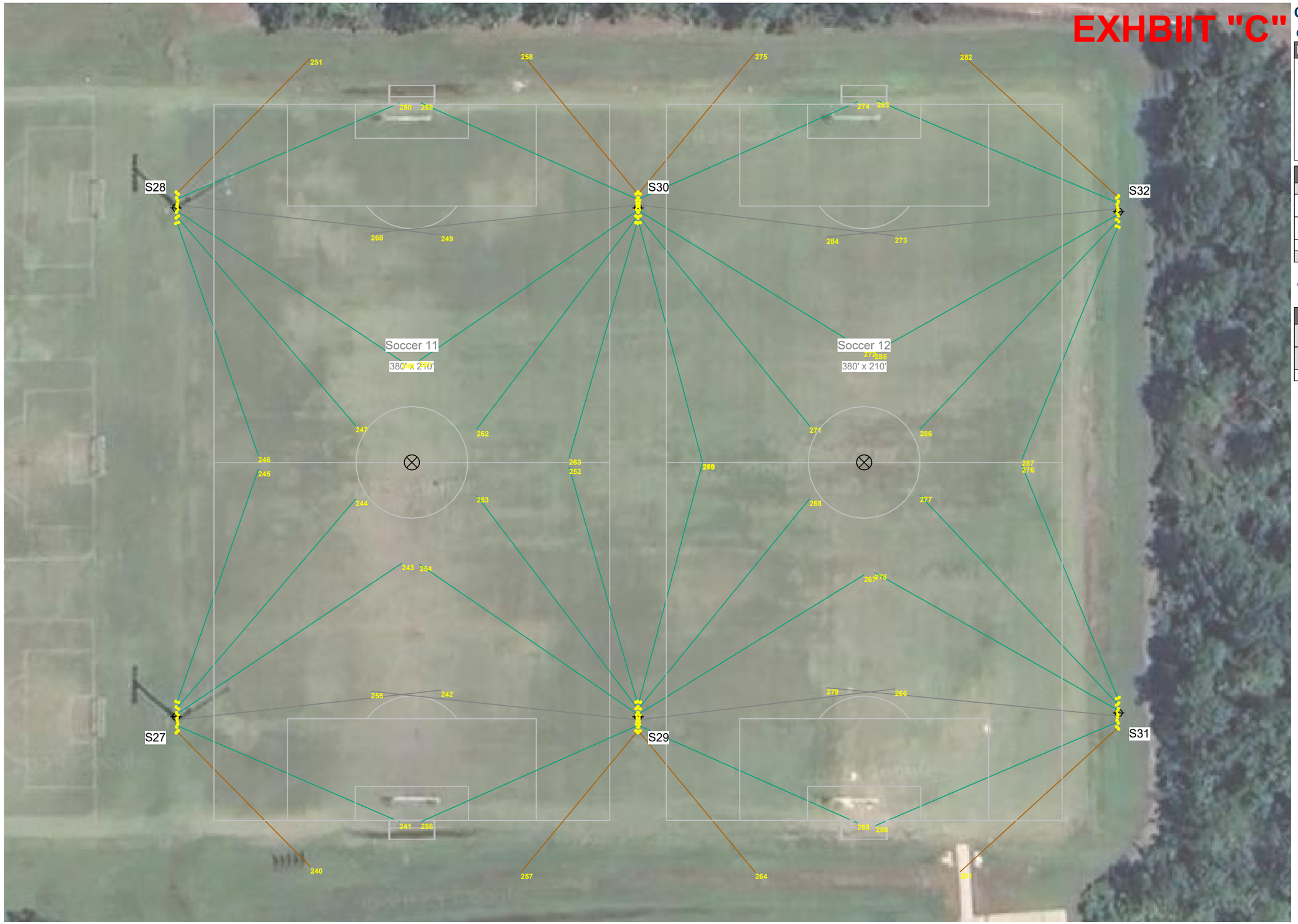
EXHBIIT "C"



SCALE IN FEET 1 : 50

0' 50' 100'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #242785A • 28-Feb-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

Ormond Beach Soccer Field 11 & 12

Ormond Beach, FL

Equipment Layout

INCLUDES:
· Soccer 11
· Soccer 12

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
4	S27-S28 S31-S32	70'	-	70'	TLC-LED-1200	6
2	S29-S30	70'	-	70'	TLC-LED-1200	6/6*
6	Totals					48

*This structure utilizes a back-to-back mounting configuration

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

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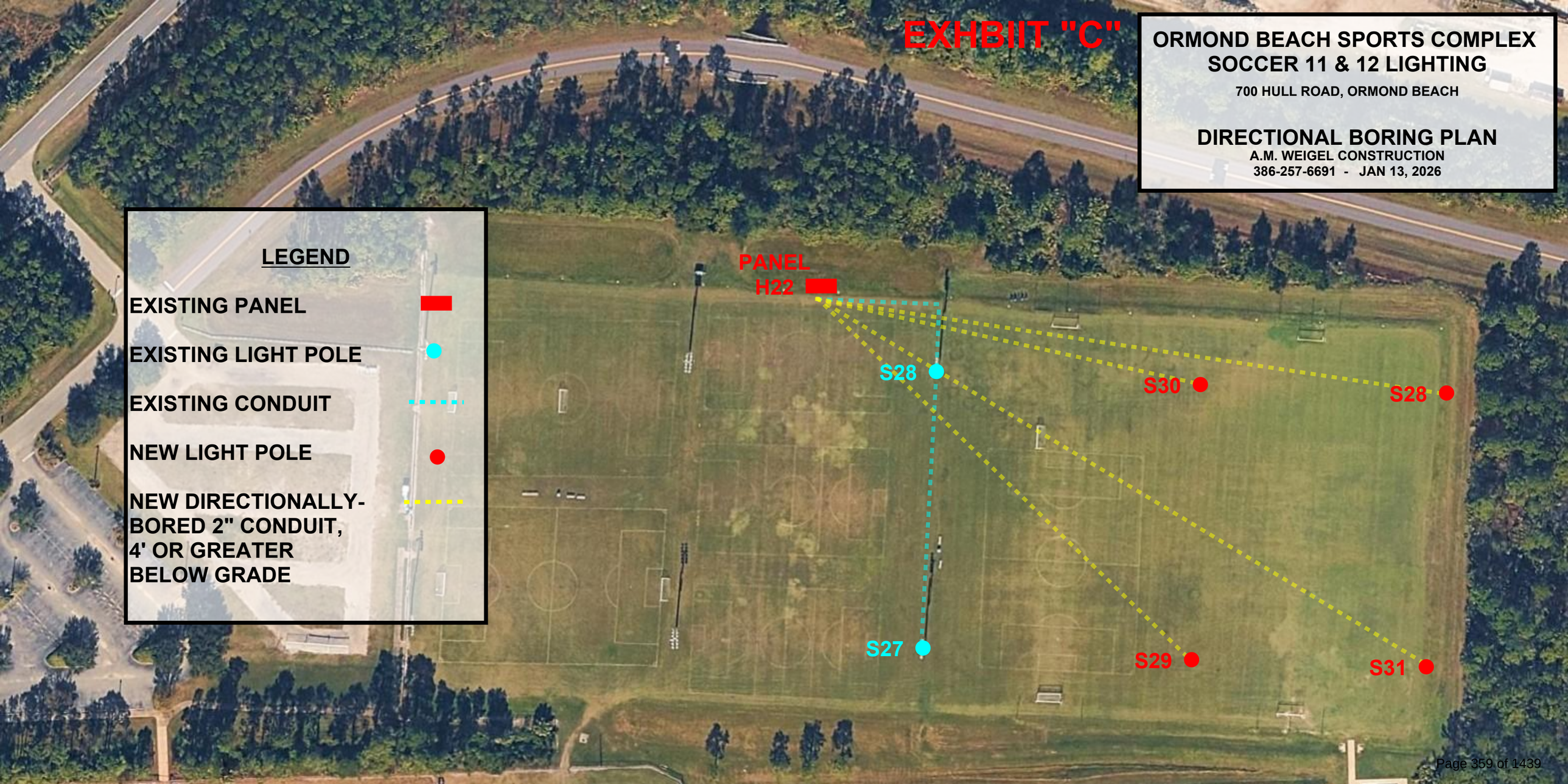
EXHBIIT "C"

ORMOND BEACH SPORTS COMPLEX
SOCCER 11 & 12 LIGHTING

700 HULL ROAD, ORMOND BEACH

DIRECTIONAL BORING PLAN

A.M. WEIGEL CONSTRUCTION
386-257-6691 - JAN 13, 2026




EXHBIIT "C"
ACCESS PATH
ACCESS PATH
PANEL
H22
TEMP. FILL
WITH GATE
25'-5 1/2"
ACCESS PATH
514'-9 3/4"
262'-3 3/4"
S28
S30
S28
92'-4"
ACCESS PATH
270'-0"
ACCESS PATH
270'-0"
266'-0"
ACCESS PATH
S27
S29
S31
STAGING &
ASSEMBLY
ORMOND BEACH SPORTS COMPLEX
SOCCER 11 & 12 LIGHTING
700 HULL ROAD, ORMOND BEACH
ACCESS PLAN
A.M. WEIGEL CONSTRUCTION
386-257-6691 - JAN 13, 2026

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.G.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Ormond Beach Sports Complex Stormwater Expansion Additional Work		
Recommended Action	Staff recommends approval of the additional work in the amount of $91,351.14 to the Ormond Beach Sports Complex Stormwater Retention Expansion Project.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

On July 22, 2025, the City Commission approved a contract with GPS Civil Construction, Inc. in the amount of $870,185 for construction of the *Ormond Beach Sports Complex Stormwater Retention Expansion* (Resolution No. 2025-115).

The project involves excavation of existing stormwater ponds to provide additional stormwater retention capacity, and reduce flooding of playing fields during and after significant rain events. To expedite the project schedule, the construction bid was issued prior to the issuance of the St. Johns River Water Management District (SJRWMD) permit.

During the permit review process, SJRWMD required additional design elements to comply with newly adopted standards related to water quality and nutrient reduction. As a result, portions of the project required redesign. These modifications increased the scope of work and required adjustments to both the project cost and schedule.

The Engineer of Record and City staff provided the contractor with revised plans identifying the additional work required to meet the updated SJRWMD requirements. Based on those revisions, the contractor submitted a negotiated proposal in the amount of $91,351.14 for additional work.

The contractor has also requested an additional 189 days of contract time, primarily due to delays associated with the redesign and permitting.

The Engineer of Record has reviewed the proposal and recommends approval. Based on this

review, staff recommends approval of the change order and authorization for the contractor to proceed with the additional work. A summary of the contract modifications is provided below:

Item	**Amount / Time**
Original Contract Amount (Resolution 2025-115), Approved July 22, 2025	$870,185.00
Change Order Amount	$91,351.14
Revised Contract Total	$961,536.14
Additional Contract Time Requested	189 Days

Financial Impact

The cost of the additional work is $91,351.14, a 10.5% increase over the original contract amount of $870,185. Funds are available in the Stormwater Fund - 107.

Citizen Impact

The additional work will have minimal impact on the citizens and will reduce the frequency of flooding in the area.

Attachments

1. 26-38 Stormwater Retention - GPS Add Work (P26-0018G)
2. Additional Work No 1 - GPS Civil

RESOLUTION NO. 2026-38

A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NUMBER ONE (1) TO THAT CONTRACT AWARDED TO GPS CIVIL CONSTRUCTION, INC. REGARDING THE SPORTS COMPLEX STORMWATER RETENTION EXPANSION PROJECT, BY INCREASING THE CONTRACT PRICE BY $91,351.14; INCREASING THE CONTRACT TIME BY 189 DAYS; 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 Additional Work Number One (1) to that Contract between the City and GPS Civil Construction, Inc. as authorized by Resolution No. 2025-115 for the purpose of completing additional work now required by SJRWMD. The said Additional Work One (1), a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by $91,351.14 (from $870,185.00 to $961,536.14) and increases the Contract Time by 189 days (from 180 to 369).

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ADDITIONAL WORK
No. 1

PROJECT: OBSC Stormwater Retention Expansion **Date Issued: 03/24/2026**

BID NUMBER: 2025-22

CITY OF ORMOND BEACH	**CONTRACTOR**	**ENGINEER**
22 South Beach Street	GPS Civil Construction, Inc	Upham, Inc.
Ormond Beach, FL 32174	455 Walker Street	265 Kenilworth Avenue
	Holly Hill, FL 32117	Ormond Beach, FL 32174

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

Increase the Contract Price from $870,185.00 to $961,536.14.

Description: Changes to the original scope to include reduction of credit to haul spoil material off-site, additional installation of sod, and re-grade of previously completed pond slopes to new design.

CHANGE IN CONTRACT PRICE

Original Contract Price:	$870,185.00
Previous Changes:	None
Contract Price Prior to This Change:	$870,185.00
Net Increase of This Change:	$91,351.14
Contract Price with all Changes:	**$961,536.14**

CHANGE IN CONTRACT TIME

Notice to Proceed		09/08/2025
Original Contract Time		
Substantial Completion	150 days	02/05/2026
Final Completion	180 days	03/09/2026
Previous Changes	None	
Contract Time Prior to This Change		
Substantial Completion	150 days	02/05/2026
Final Completion	180 days	03/09/2026
Increase of This Change	189 days	
Contract Time with all Changes		
Substantial Completion	**339 days**	**08/13/2026**
Final Completion	**369 days**	**09/14/2026**

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: _____
GPS Civil Construction, Inc.

_____
Title

_____
Printed Name

Change Order Request

Project: OBSC Retention Expansion
Change Order - 1/13/26 Plan Revision - R1
Date: 2/6/26

GPS CIVIL CONSTRUCTION

				Items w/ OH&P Included:		Material:		Labor:		Equipment:		Subcontractor:		
Row:	Description:	Unit:	Quantity:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Total:
1	**Excavation, Earthwork, and Grading**	LS	1.00	$ (75,435.00)	$ (75,435.00)		$ -		$ -		$ -		$ -	$ (75,435.00)
					$ -		$ -		$ -		$ -		$ -	$ -
2	**Credit To Haul All Spoil Material Off-Site & Keep**	LS	(0.35)	$ (400,000.00)	$ 140,000.00		$ -		$ -		$ -		$ -	$ 140,000.00
					$ -		$ -		$ -		$ -		$ -	$ -
3	**Concrete Weir**	SF	(260.00)	$ 37.00	$ (9,620.00)		$ -		$ -		$ -		$ -	$ (9,620.00)
					$ -		$ -		$ -		$ -		$ -	$ -
4	**Clearing and Grubbing**	ACRE	(6.00)	$ 6,700.00	$ (40,200.00)		$ -		$ -		$ -		$ -	$ (40,200.00)
					$ -		$ -		$ -		$ -		$ -	$ -
5	**Bahia Sod**	SY	16,938.00	$ 3.15	$ 53,354.70		$ -		$ -		$ -		$ -	$ 53,354.70
					$ -		$ -		$ -		$ -		$ -	$ -
6	**Reduction in 12" Water Main**	LF	(247)	$ 112.00	$ (27,664.00)		$ -		$ -		$ -		$ -	$ (27,664.00)
					$ -		$ -		$ -		$ -		$ -	$ -
7	**Reduction in 6" Irrigation Main**	LF	(172)	$ 52.00	$ (8,944.00)		$ -		$ -		$ -		$ -	$ (8,944.00)
					$ -		$ -		$ -		$ -		$ -	$ -
8	**ARV Not Installed**	LS	(1)	$ 9,000.00	$ (9,000.00)		$ -		$ -		$ -		$ -	$ (9,000.00)
					$ -		$ -		$ -		$ -		$ -	
9	**ARV Structure - Not Returnable and Handling**	LS			$ -		$ -		$ -		$ -		$ -	$ -
	Structure - Not Returnable	EA	1		$ -	$ 1,826.00	$ 1,826.00		$ -		$ -		$ -	$ 1,826.00
	Foreman	hr	1		$ -		$ -	$ 50.00	$ 50.00		$ -		$ -	$ 50.00
	Excavator Operator	hr	1		$ -		$ -	$ 35.20	$ 35.20		$ -		$ -	$ 35.20
	Loader Operator	hr	1		$ -		$ -	$ 27.50	$ 27.50		$ -		$ -	$ 27.50
	Pipe Layer	hr	1		$ -		$ -	$ 33.00	$ 33.00		$ -		$ -	$ 33.00
	Hill Man	hr	1		$ -		$ -	$ 28.60	$ 28.60		$ -		$ -	$ 28.60
	Tail Man	hr	1		$ -		$ -	$ 24.20	$ 24.20		$ -		$ -	$ 24.20
	Pickup w/ Small Tools	hr	1		$ -		$ -		$ -	$ 66.71	$ 66.71		$ -	$ 66.71
	4-Wd Articulated Wheel Loader - 926M CAT	hr	1		$ -		$ -		$ -	$ 59.80	$ 59.80		$ -	$ 59.80
	Excavator - Deere 210G	hr	1		$ -		$ -		$ -	$ 84.14	$ 84.14		$ -	$ 84.14
					$ -		$ -		$ -		$ -		$ -	
10	**Re-Mobilize Equipment**	LS	1		$ -		$ -		$ -		$ -		$ -	$ -
	Truck Driver	hr	20		$ -		$ -	$ 35.24	$ 704.80		$ -		$ -	$ 704.80
	Tractor Truck and Lowboy Trailer	hr	20		$ -		$ -		$ -	$ 96.40	$ 1,928.00		$ -	$ 1,928.00
					$ -		$ -		$ -		$ -		$ -	$ -
11	**Re-Establish GPS Base Station**	LS	1		$ -		$ -		$ -		$ -		$ -	$ -
	Foreman	hr	4		$ -		$ -	$ 50.00	$ 200.00		$ -		$ -	$ 200.00
	Pickup w/ Small Tools	hr	5		$ -		$ -		$ -	$ 66.71	$ 333.55		$ -	$ 333.55
					$ -		$ -		$ -		$ -		$ -	$ -
12	**Build New GPS Machine Model**	LS	1		$ -		$ -		$ -		$ -		$ -	$ -
	Model Vendor - Quantum Land Design	LS	1		$ -		$ -		$ -		$ -	$950.00	$ 950.00	$ 950.00
					$ -		$ -		$ -		$ -		$ -	$ -
13	**Re-Install Pond Dewatering**	LS	1		$ -		$ -		$ -		$ -		$ -	$ -
	Foreman	hr	8		$ -		$ -	$ 50.00	$ 400.00		$ -		$ -	$ 400.00
	Excavator Operator	hr	10		$ -		$ -	$ 35.20	$ 352.00		$ -		$ -	$ 352.00
	Loader Operator	hr	10		$ -		$ -	$ 27.50	$ 275.00		$ -		$ -	$ 275.00
	Pipe Layer	hr	10		$ -		$ -	$ 33.00	$ 330.00		$ -		$ -	$ 330.00
	Hill Man	hr	10		$ -		$ -	$ 28.60	$ 286.00		$ -		$ -	$ 286.00
	Tail Man	hr	10		$ -		$ -	$ 24.20	$ 242.00		$ -		$ -	$ 242.00
	Pickup w/ Small Tools	hr	10		$ -		$ -		$ -	$ 66.71	$ 667.10		$ -	$ 667.10
	4-Wd Articulated Wheel Loader - 926M CAT	hr	8		$ -		$ -		$ -	$ 59.80	$ 478.40		$ -	$ 478.40
	12" Pump - Machine - Maintain Pond Water Level	hr	8		$ -		$ -		$ -	$ 19.25	$ 154.00		$ -	$ 154.00
	12" Pump - Fuel	hr	-		$ -		$ -		$ -	$ 42.56	$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -

Change Order Request

Project: OBSC Retention Expansion
Change Order - 1/13/26 Plan Revision - R1
Date: 2/6/26

GPS CIVIL CONSTRUCTION

				Items w/ OH&P Included:		Material:		Labor:		Equipment:		Subcontractor:		
Row:	Description:	Unit:	Quantity:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Unit Price:	Subtotal:	Total:
14	**Draw Pond Back Down (4 days)**	LS	1		$ -		$ -		$ -		$ -		$ -	$ -
	Foreman	hr	8		$ -		$ -	$ 50.00	$ 400.00		$ -		$ -	$ 400.00
	Pickup w/ Small Tools	hr	8		$ -		$ -		$ -	$ 66.71	$ 533.68		$ -	$ 533.68
	12" Pump - Machine - Maintain Pond Water Level	hr	32		$ -		$ -		$ -	$ 19.25	$ 616.00		$ -	$ 616.00
	12" Pump - Fuel	hr	96		$ -		$ -		$ -	$ 42.56	$ 4,085.76		$ -	$ 4,085.76
					$ -		$ -		$ -		$ -		$ -	$ -
15	**Re-Grade Previously Completed Pond Slopes to New 6:1 Design**	LS	1		$ -		$ -		$ -		$ -		$ -	$ -
	Foreman	hr	48		$ -		$ -	$ 50.00	$ 2,400.00		$ -		$ -	$ 2,400.00
	Dozer Operator	hr	60		$ -		$ -	$ 35.75	$ 2,145.00		$ -		$ -	$ 2,145.00
	Loader Operator	hr	60		$ -		$ -	$ 28.60	$ 1,716.00		$ -		$ -	$ 1,716.00
	Dump Truck Driver	hr	60		$ -		$ -	$ 28.60	$ 1,716.00		$ -		$ -	$ 1,716.00
	Ground Man	hr	60		$ -		$ -	$ 24.20	$ 1,452.00		$ -		$ -	$ 1,452.00
	Pickup w/ Small Tools	hr	60		$ -		$ -		$ -	$ 66.71	$ 4,002.60		$ -	$ 4,002.60
	Off-Road Dump Truck - Bell 25B	hr	48		$ -		$ -		$ -	$ 138.04	$ 6,625.92		$ -	$ 6,625.92
	Dozer - Deere 650K LGP	hr	48		$ -		$ -		$ -	$ 88.93	$ 4,268.64		$ -	$ 4,268.64
	Excavator - Hitachi 350	hr	48		$ -		$ -		$ -	$ 139.19	$ 6,681.12		$ -	$ 6,681.12
	12" Pump - Machine - Maintain Pond Water Level	hr	48		$ -		$ -		$ -	$ 19.25	$ 924.00		$ -	$ 924.00
	12" Pump - Fuel (11.2 Gal/HR)	hr	192		$ -		$ -		$ -	$ 42.56	$ 8,171.52		$ -	$ 8,171.52
					$ -		$ -		$ -		$ -		$ -	$ -
	Management, Planning and Transport				$ -		$ -		$ -		$ -		$ -	$ -
	Project Manager	hr	-		$ -		$ -	$ 95.00	$ -		$ -		$ -	$ -
	Superintendent	hr	-		$ -		$ -	$ 95.00	$ -		$ -		$ -	$ -
	Plan Reprodution	ls			$ -		$ -		$ -		$ -		$ -	$ -
	Subtotals:				$ 22,491.70		$ 1,826.00		$ 12,817.30		$ 39,680.94		$ 950.00	$ 77,765.94
	Labor Burden (44.65%):								$ 5,722.92					$ 5,722.92
	Tax (6.5%):						$ 118.69							$ 118.69
	Overhead & Profit(s):					*10.0%*	$ 194.47	*10.0%*	$ 1,854.02	*10.0%*	$ 3,968.09	*5%*	$ 47.50	$ 6,064.44
	Subtotals W/ Markups:				$ 22,491.70		$ 2,139.16		$ 20,394.25		$ 43,649.03		$ 997.50	$ 89,671.64
													P&P Bond 2.5%	*$ 1,679.50*
													Final Total:	$ 91,351.14

Notes:
We also request that liquidated damages be removed from this contract. Though we will endeavor to remove fill material from this project as quickly as possible, timing of this will be dependant upon the external market, which we do not completely control. At the time of bid, we had plans for this excess material. Much it it being sold, and the remainder going to other jobs of our own.

CITY OF ORMOND BEACH
Public Works Department · Engineering Division
22 South Beach Street, Room 104 · Ormond Beach, FL 32174 · 386-610-0550

Description of Changes to Scope of Work for OBSC Stormwater Pond Expansion (Per GPS Civil proposal dated 2/6/26)

The project involves excavation of existing stormwater ponds to provide additional stormwater retention, which will reduce flooding of playing fields during and after storm events. During the design phase of the project, the Engineer of Record advised the city that a permit from the St. Johns River Water Management District (SJRWMD) was not required for the scope of work outlined in the bid. After commencing construction, the City learned that a permit was in fact required, and the contractor had to stop work until the permit was issued. In addition, SJRWMD issued additional requirements which necessitated a redesign of the project. This redesign is reduced in scope and area for the proposed pond(s).

Line Item 1: Excavation, Earthwork, and Grading (Credit)

Due to the reduction in the size of the pond to be excavated, the amount of excavation, earthwork, and grading were in turn also reduced. This resulted in a *credit of $75,435.00*.

Line Item 2: Credit to Haul all Spoil Material Off-Site and Keep (Charge)

The excavation associated with this project would leave the City with a large amount of fill dirt. To offset construction costs, GPS Civil agreed to purchase the dirt from the City. Per the original Work Authorization, GPS Civil gave the City a credit of $400,000.00 for the purchase of the dirt. Due to the redesign of the project, and subsequent reduction to the size of the stormwater pond, GPS Civil will only be able to purchase $260,000.00 worth of dirt. This resulted in an *additional charge of $140,000.00*.

Line Item 3: Concrete Weir (Credit)

The concrete weir was required to control the flow of water between ponds. Since we are no longer combining ponds, the structure is no longer required. This resulted in a *credit of $9,620.00*.

Line Item 4: Clearing and Grubbing (Credit)

Clearing and grubbing around ponds has been reduced because the size of the ponds has been reduced. This resulted in a *credit of $40,200.00*.

Line Item 5: Bahia Sod (Charge)

Since the area of the pond has been reduced, the area to be sodded has increased. This resulted in an *additional charge of $53,354.70*.

Line Item 6: Reduction in 12" Water Main (Credit)

With the reduction in the size of the pond, utilities will be rerouted on a more direct path, since they do not have to stretch around the pond. This resulted in a *credit of $27,664.00*.

Line Item 7: Reduction in 6" Irrigation Main (Credit)

With the reduction in the size of the pond, utilities will be rerouted on a more direct path, since they do not have to stretch around the pond. This resulted in a *credit of $8,944.00*.

Line Item 8: ARV not Installed (Credit).

Since utilities are being rerouted on a more direct path, this ARV (Air Release Valve) is no longer required. This resulted in a *credit of $9,000.00*.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.H.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Volusia Multi-Jurisdictional Program for Public Information Plan (Floodplain Management)		
Recommended Action	Staff recommends **APPROVAL** to adopt the 2025 Volusia County Multi-Jurisdictional Program for Public Information plan.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This resolution seeks to adopt the updated 2025 Volusia Multi-Jurisdictional Program for Public Information Plan.

The Federal Emergency Management Agency National Flood Insurance Program provides federally supported flood insurance in communities that regulate development in floodplains. All Volusia County communities participate in the NFIP, allowing all property owners to acquire federal flood insurance policies.

The City is a Community Rating System community and earns additional floodplain management credits by participating in the Volusia Multi-Jurisdictional Program for Public Information. The Community Rating System is a voluntary program under the NFIP that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and educational activities that go well beyond minimum NFIP requirements. The Program for Public Information is a planning tool to provide a coordinated approach to flood hazard outreach for participating Volusia County jurisdictions; participation in this program with the other municipalities in Volusia County will provides extra benefits through the NFIP, development and implementation of public information plans covering a broader, multi-jurisdictional area could result in greater resources to our residents as well as potentially lower flood insurance costs.

By collaborating on existing outreach projects, more information is provided in all communities in a more efficient and effective manner. Communities have an opportunity to improve their

Community Rating System class rating, which results in lower insurance premiums through higher discounts.

The City has previously adopted the Volusia Multi-Jurisdictional Program for Public Information Plan in 2016 and 2021.

Financial Impact

There is no direct budget impact to the City. The Volusia Multi-Jurisdictional Program for Public Information Plan will have a positive impact based on additional outreach projects at no additional cost. An indirect cost is staff time to participate in the Volusia Multi-Jurisdictional Program for Public Information Committee as part of managing the Community Rating System program for Ormond Beach.

Citizen Impact

The City is currently rated as a 5, which provides a 25% flood insurance discount to policyholders in a special flood hazard area. Table 1 of the Volusia Multi-Jurisdictional Program for Public Information Plan states the total savings in premiums for flood policyholders in Ormond Beach is $227,076.

Attachments

1. 26-39 VC MJPPI Resolution (P26-0022) plan
2. Volusia MJ-PPI Plan

RESOLUTION NO. 2026-39

A RESOLUTION OF THE CITY COMMISSION ADOPTING THE NATIONAL FLOOD INSURANCE PROGRAM, COMMUNITY RATING SYSTEM, 2025 MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION PLAN, AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, areas of the City of Ormond Beach are vulnerable to coastal and riverine flooding that significantly threatens the safety of residents; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses; and

WHEREAS, the City of Ormond Beach's participation in the CRS program has earned a Class 5 rating, providing flood insurance to policyholders located with the Special Flood Hazard Areas within Ormond Beach a 25 percent discount on annual premiums, a discount which saves these property owners collectively $227,076 dollars a year; and

WHEREAS, the CRS program requirements were revised by the NFIP in 2013 to include new creditable activities, one of which is to develop and implement a Program for Public Information (PPI) Plan, a coordinated flood hazard outreach program for the purpose of building community resilience to flooding; and

WHEREAS, the CRS program requirements provide extra benefit for partnering with other jurisdictions to develop and implement a PPI Plan covering a broader, multi-jurisdictional area; and

WHEREAS, the City Commission adopted the original Program for Public Information Plan by Resolution 2016-14 on January 19, 2016; and

WHEREAS, the City Commission adopted the first update of the Program for Public Information Plan by Resolution 2021-21 on January 5, 2021; and

WHEREAS, the City of Ormond Beach joined with its neighboring CRS communities, Volusia County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ponce Inlet, Port Orange, and South Daytona, to develop the updated 2025 Multi-Jurisdictional Program for Public Information Plan that provides a comprehensive, coordinated approach to improving communication with citizens to reduce injury and damage to property from future floods; and

WHEREAS, the City Commission finds the Plan consistent with its goals and objectives in reducing the potential for personal/property losses in flood prone areas and ensuring the lowest possible flood insurance premiums for property owners, now therefore,

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

SECTION ONE. The City Commission hereby adopts the 2025 Volusia Multi-Jurisdictional Program for Public Information Plan, a copy of which is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

2025 Volusia Multi-Jurisdictional Program for Public Information

Community Rating System Participating Communities:

Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Unincorporated Volusia County

2025

Prepared by County of Volusia Planning and Development Services Division in coordination with the Volusia Multi-Jurisdictional PPI Committee Members

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Executive Summary

Volusia County is in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,103 square miles of land and 329 square miles of water with 50 miles of Atlantic Ocean shoreline, an intracoastal waterway, and bounded on the west by the St. Johns River.

All 17 jurisdictions within Volusia County participate in the NFIP.

Every jurisdiction in Volusia County participates in the Local Mitigation Strategy (LMS) Working Group to receive federal mitigation funding.

Of the17 jurisdictions that participate in the NFIP and LMS, only 11 participate in the CRS. Those 11 communities include Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated Volusia County. All 11 of these communities participate in this Multi-Jurisdictional Program for Public Information (MJ-PPI).

The Program for Public Information (PPI) is a planning tool to provide a coordinated approach to flood hazard outreach.

The Volusia Multi-Jurisdictional Program for Public Information (MJ-PPI) was initiated on March 11, 2015, through agreement with the attendees at a Local Mitigation Strategy (LMS) Working Group meeting.

The Multi-Jurisdictional Program for Public Information (MJ-PPI) committee must contain people from both inside and outside local government. The committee meets annually to monitor the implementation of the outreach projects and is integral in updating the MJ-PPI every five years - providing feedback on possible changes to targeted areas for outreach, revisions to messages, and delivery method and frequency of the messages.

The total savings for all Volusia County communities that participate in the CRS is approximately $1,964,356 based on flood policies in effect as of January 2025.

Background

Community Rating System

The Community Rating System (CRS) is a voluntary program under the National Flood Insurance Program (NFIP) that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and educational activities that go well beyond minimum NFIP requirements. All 17 jurisdictions within Volusia County participate in the NFIP.

In addition, every community in Volusia County participates in the Local Mitigation Strategy (LMS) Working Group to receive federal mitigation funding. The 2025 Volusia County Multi-Jurisdictional LMS is Volusia County's Hazard Mitigation Plan, a comprehensive document that includes the Integrated Floodplain Management Plan and Volusia County Flood Warning Program.

Of the 17 jurisdictions that participate in the NFIP and LMS, only 11 participate in the CRS. Those 11 communities include Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated Volusia County (Figure 1). All 11 of these communities participate in this Multi-Jurisdictional Program for Public Information (MJ-PPI).

Table 1 identifies the CRS Class for each participating community and the applicable discount potential for properties located in a Special Flood Hazard Area (SFHA) and the current savings to policyholders. It indicates that most communities have been participating in the CRS Program since the early 1990s. The flood policy discounts range according to the community class rating and flood zone. The lower the CRS Class, the more savings an individual homeowner will receive. The total savings for all Volusia County communities that participate in the CRS is approximately $1,964,356 based on flood policies in effect as of January 2025.

Table 1: Volusia County CRS Insurance Savings Report (as of 1/28/2025)

Community	CRS Entry Date	Current Class	% Discount for Properties in Special Flood Hazard Areas	Total Savings in Premiums for Flood Policy Holders
Daytona Beach	10/01/1994	5	25	$340,828
Daytona Beach Shores	10/01/1992	5	25	$56,627

Community	CRS Entry Date	Current Class	% Discount for Properties in Special Flood Hazard Areas	Total Savings in Premiums for Flood Policy Holders
Deltona	05/01/2015	9	5	$21,819
Edgewater	10/01/1992	6	20	$29,584
Holly Hill	10/01/1994	8	10	$38,686
New Smyrna Beach	10/01/1991	5	25	$463,411
Ormond Beach	10/01/1992	5	25	$227,076
Ponce Inlet	05/01/2004	5	25	$110,794
Port Orange	10/01/1992	5	25	$182,645
South Daytona	10/01/1992	7	15	$38,082
Volusia County	10/01/1993	5	25	$454,804
			Total	$1,964,356

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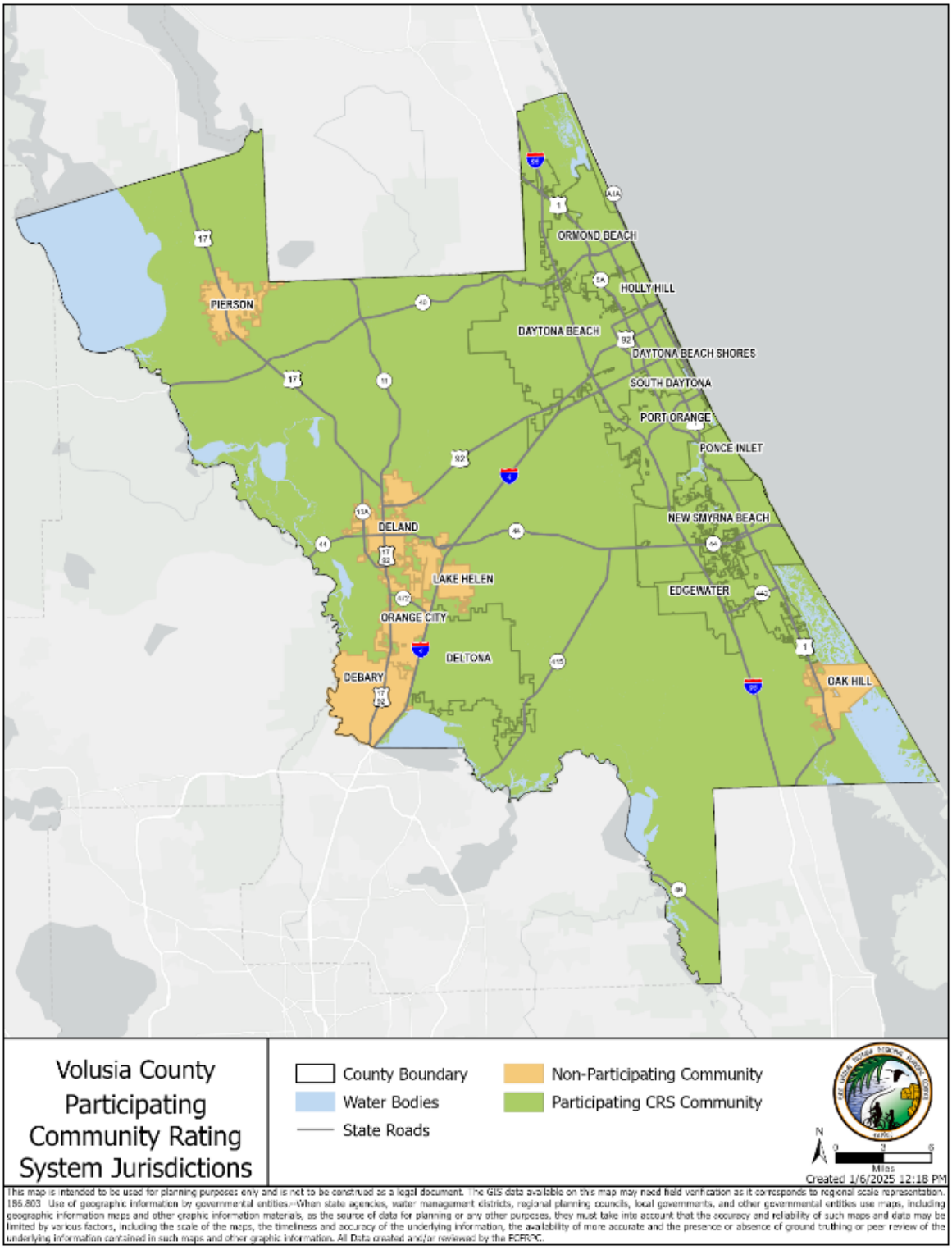
Figure 1: Participating CRS Jurisdictions in Volusia County



Multi-Jurisdictional PPI

The Program for Public Information (PPI) is a planning tool to provide a coordinated approach to flood hazard outreach. A PPI can be developed and implemented by a single community or with other communities as a multi-jurisdictional effort. The purpose is the same: to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from it.

Coordination between jurisdictions through a Multi-Jurisdictional Program for Public Information (MJ-PPI) further increases efficiency in resource use and improves communication with citizens. All Community Rating System (CRS) participating communities realize an opportunity in collaborating to develop a multi-jurisdictional plan built on existing programs.

Reducing future flood damage requires a partnership with the public, and an educated public is an important component for success. A MJ-PPI Plan can offer participating communities the benefits of clear, coordinated messages and a more comprehensive approach in getting information out in a consistent, cost-effective manner.

Specifically, the MJ-PPI is an ongoing outreach effort to design and transmit the messages that the community determines are most important to its flood safety and the protection of its floodplains' natural functions. A MJ-PPI must be developed according to a seven-step planning and public involvement process that begins with establishing a PPI committee to guide the effort. The next step involves assessing the community's public information needs to identify key focus areas. Based on this assessment, targeted messages are formulated and specific outreach projects are identified to convey those messages effectively. The program also includes a review of other existing public information initiatives to promote coordination and avoid redundancy. Following these preparatory steps, a comprehensive PPI document is prepared and formally adopted. Finally, the program is implemented, with ongoing monitoring and evaluation to ensure that it meets the community's needs and objectives.

History

The Volusia Multi-Jurisdictional Program for Public Information (MJ-PPI) was initiated on March 11, 2015, through agreement with the attendees at a Local Mitigation Strategy (LMS) Working Group meeting.

Original preparation of the MJ-PPI, and subsequent 5-year updates, include insurance statistics showing the number of claims inside and outside of the floodplain, identification of the "Target Area", "Target Audiences", an assessment of the community's public information needs, formulation of messages, and an inventory of public outreach initiatives to convey those messages.

After preparation and review, the MJ-PPI document is formally adopted by Resolution by all 11 participating communities. The MJ-PPI committee implements, monitors, and evaluates the program annually.

Table 2 identifies the summary of past actions, including the original MJ-PPI establishment in 2015 and the first 5-year update in 2020. Each update follows the seven-step planning and public involvement process outlined in the 2017 CRS Manual, pages 330-11 through 330-19.

Table 2: Summary of Past Actions

Date	Action Description
October 23, 2015	Draft Volusia MJ-PPI sent to CRS Technical Specialist
November 24, 2015	Draft Volusia MJ-PPI sent to FEMA, Region 4 - No identifiable issues found.
November 2015-June 2016	All participating communities adopted the PPI by Resolution
February 2016-January 2017	Implementation of the outreach projects
February 28, 2017	Implementation documents sent to the CRS Technical Coordinator for review
March 7, 2017	Positive score results received
April 30, 2018	Annual PPI review
March 20, 2019	Annual PPI review
March 23, 2020	Annual PPI review
September 23, 2020 October 7, 2020	Virtual meetings for 5-year update
June 25, 2021	Annual PPI review
February 24, 2022	Annual PPI review
February 17, 2023	Annual PPI review
February 9, 2024	Annual PPI review

Committee

The Multi-Jurisdictional Program for Public Information (MJ-PPI) committee must contain people from both inside and outside local government. The committee meets annually to monitor the implementation of the outreach projects and is integral in updating the MJ-PPI every five years - providing feedback on possible changes to targeted areas for outreach, revisions to messages, and delivery method and frequency of the messages. Table 3 identifies the updated MJ-PPI committee for 2025.

Table 3: Volusia Multi-Jurisdictional PPI Committee Membership

Community	Governmental Representative	Nongovernmental Stakeholder
Daytona Beach	Justin Barton, Engineer II	Angie Sehenuk, Resident
Daytona Beach Shores	Stewart Cruz, Community Services Director	Chuck Horion, Resident Kim Smith, Resident
Deltona	Phyllis Wallace, Deputy Public Works Director	Glenn Whitcomb, Resident
Edgewater	Dilena Talley, Junior Planner Erica Ehly, Senior Planner	Tracey Barlow, Resident Bliss Jamison, Real Estate
Holly Hill	Rickie Lee, Chief Building Official	Kyle Mahanes, Resident
New Smyrna Beach	Kyle Fegley, City Engineer	Stan Harrison, Insurance
Ormond Beach	Robin Gawel, Senior Planner	Becky Weedo, Resident
Ponce Inlet	Hank Baker, Chief Building Official Ami Pierce, Office Manager	Chad Sturno, Resident
Port Orange	Margaret Tomlinson, Construction & Engineering Manager Valerie Duhl, Community Development Engineer	Mike Springer, Resident
South Daytona	John Boden, Chief Building Official Becky Witte, Deputy City Clerk/Public Information Officer	Megan Howard, Resident
Volusia County	Samantha West, Sustainability & Resilience Manager Clayton Jackson, Public Information Officer Joseph Jaskula, CRS Coordinator/Planner II	Denise Hutchinson, Resident

The MJ-PPI Committee met twice in 2025, with an in-person meeting on February 18, 2025, and a virtual meeting on May 21, 2025, to review program status, data trends, and proposed updates to the Volusia Multi-Jurisdictional Program of Public Information. Committee members reviewed the annual PPI reports and were advised on areas where updates or refinements may be necessary. The County distributed background information to support updates to the 2020 MJ-PPI, and each participating jurisdiction provided updates on their current public information activities. While some outreach efforts were community specific, many were regional in nature, and the discussions highlighted opportunities for improved coordination and shared messaging among jurisdictions.

During both meetings, the committee discussed key data trends relevant to public outreach, including increasing population across most jurisdictions, declining flood insurance policies inside and outside Special Flood Hazard Areas, and rising numbers of repetitive loss properties. Members noted that population growth, particularly among new residents, reinforces the need for consistent and targeted outreach, while the decline in flood insurance participation and increases in repetitive loss buildings underscore the importance of strengthening flood risk awareness, insurance education, and mitigation-focused messaging.

The committee also reviewed the approved proposed priority areas and priority audiences for the 2025 MJ-PPI update, and evaluated revised public information messages, outcomes, and performance metrics. Additional discussion focused on program development, including ways to better deliver messages to target audiences, track outreach effectiveness, and align the PPI document with current CRS guidance and related planning documents. Members provided detailed input on recommended changes to this update, including corrections, clarifications, and refinements to messaging and document organization.

Public Information Needs Assessment

Community Profile

Volusia County is in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,103 square miles of land and 329 square miles of water with 50 miles of Atlantic Ocean shoreline. Along the eastern side of the County, the Halifax River and the Indian River/Mosquito Lagoon form long, narrow estuaries which separate the County's mainland from its barrier island. Ponce DeLeon Inlet, located near the middle of the coastline, serves as the County's only inlet through the barrier island and the major passage through which Atlantic tides and storm surge propagate into the estuaries. The Tomoka and St. Johns Rivers are other major estuaries in the County which are also sources of flooding.

Volusia County has a subtropical climate, with long, warm, and humid summers and short, mild winters. The average annual precipitation is approximately 48 inches. Over half of the rainfall occurs from June 1 through November 30, designated as the "Atlantic hurricane season."

There are sixteen incorporated areas within Volusia County, of which Deltona is the largest in terms of population.

Table 4 shows the 2020 populations of the CRS participating cities and unincorporated areas within Volusia County along with the 2024 population estimates provided by the Bureau of Economic Business Research (BEBR), University of Florida.

Table 4: 2020 Census Count and 2024 Projected Population Estimates of Cities and Unincorporated Areas

Jurisdiction	2020 Population	2024 Population Estimate
Daytona Beach	71,488	84,891
Daytona Beach Shores	5,179	5,251
Deltona	93,692	98,312
Edgewater	23,097	24,981
Holly Hill	12,958	13,008
New Smyrna Beach	30,142	32,542
Ormond Beach	43,080	45,140
Ponce Inlet	3,364	3,428
Port Orange	62,596	65,670
South Daytona	12,865	13,493

Jurisdiction	2020 Population	2024 Population Estimate
Unincorporated	116,397	119,097

There has been a consistent upward trend in population growth in the participating CRS communities since the original MJ-PPI in 2015.

Flood Hazard

The 2025 Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) identifies 17 individual hazards categorized as natural, manmade, and technological. Section 5.6 describes the Flood Hazard Profile, identifying key terms, location and spatial extent, historical occurrences, historical summary of insured flood losses, repetitive loss properties, and the probability of future occurrences. Section 6.8 identifies the vulnerability and impacts of this hazard. Flooding is the most frequent and costly natural hazard in Volusia County.

The 2025 Volusia County Integrated Floodplain Management Plan (FMP) analyzed and assessed flood hazards (including riverine, urban, and storm surge flooding) through a risk assessment. Changes in the 100-year FEMA flood zone were analyzed, comparing the acreage of the 2017 flood zone (used in the 2020 FMP analysis) to that of 2024. Storm surge flooding was assessed using the Sea, Lake and Overland Surges from Hurricane (SLOSH) model, which predicts the tidal surge heights that result from hypothetical hurricanes with selected various combinations of pressure, size, forward speed, track, and winds. The Maximum of the Maximum Envelope of High Water (MOM) was utilized from the SLOSH model from the National Hurricane Center to further determine the worst-case scenario for a particular storm category under “perfect” storm conditions.

Volusia County experienced significant flooding events since the 2020 update to the LMS, FMP, and Multi-Jurisdictional Program for Public Information (MJ-PPI). Daytona Beach and Port Orange experienced 6 to 10 inches of rainfall over a 24-hour period from a slow-moving front in 2021. Hurricane Ian (2022) produced 22 inches of rainfall, setting historic precipitation records; and Hurricane Nicole (2022) generated 3 to six inches, worsening flooding impacts and causing the St. Johns River to rise into a moderate flood stage. Holly Hill and Ormond Beach reported flooding in the fall of 2023 due to excessive rainfall. Hurricane Helene (2024) produced 0.5 to 1.5 inches of rain, and Hurricane Milton (2024) delivered 7 to 17 inches of rain. Recovery efforts from the significant flooding events that began in 2022 were further exasperated by those in 2023 and 2024.

Figure 2: FEMA Flood Hazard Zones

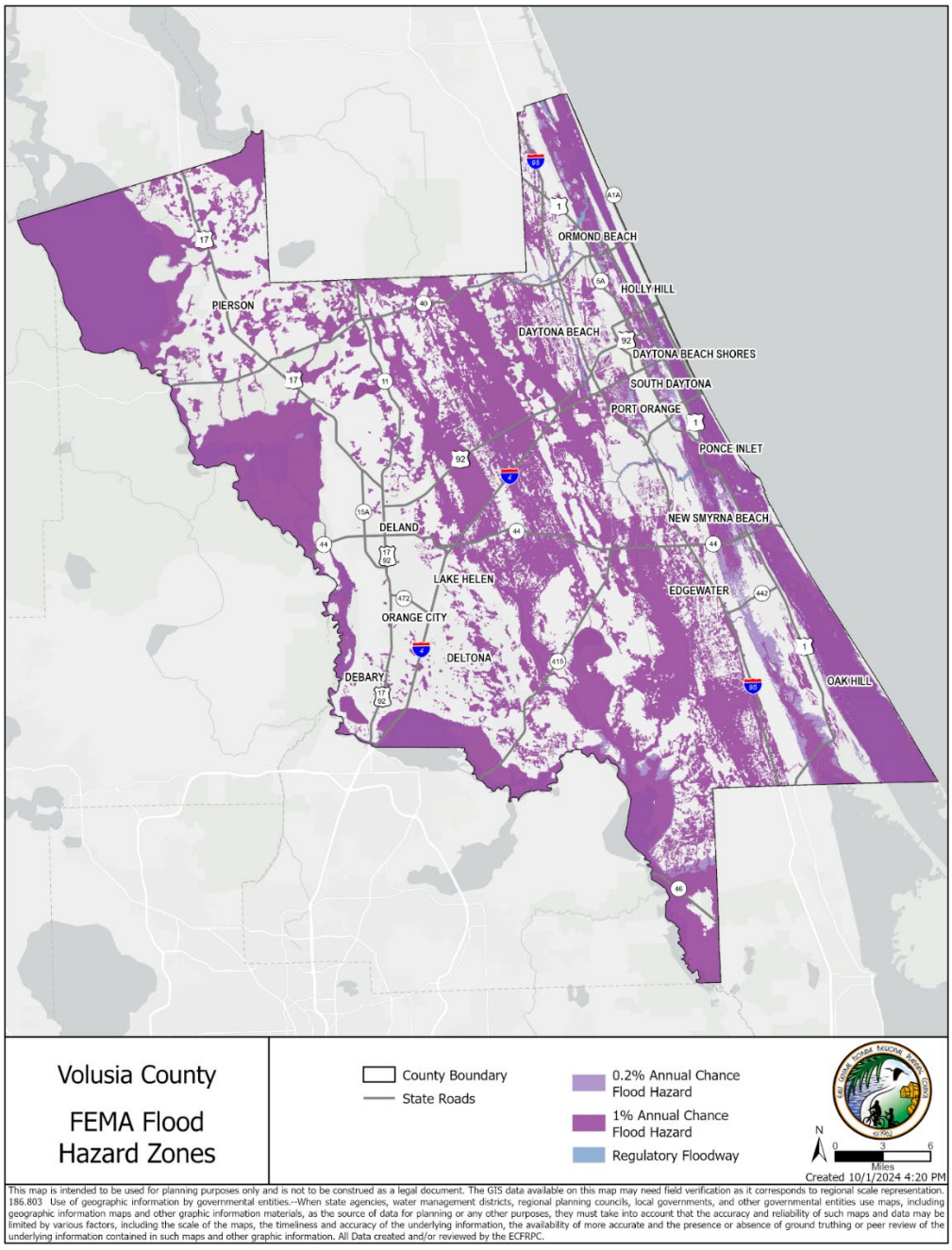


Figure 3 illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data. This includes Zones A/AE/AH/AO (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain).

Figure 3: Special Flood Hazard Areas for Volusia County

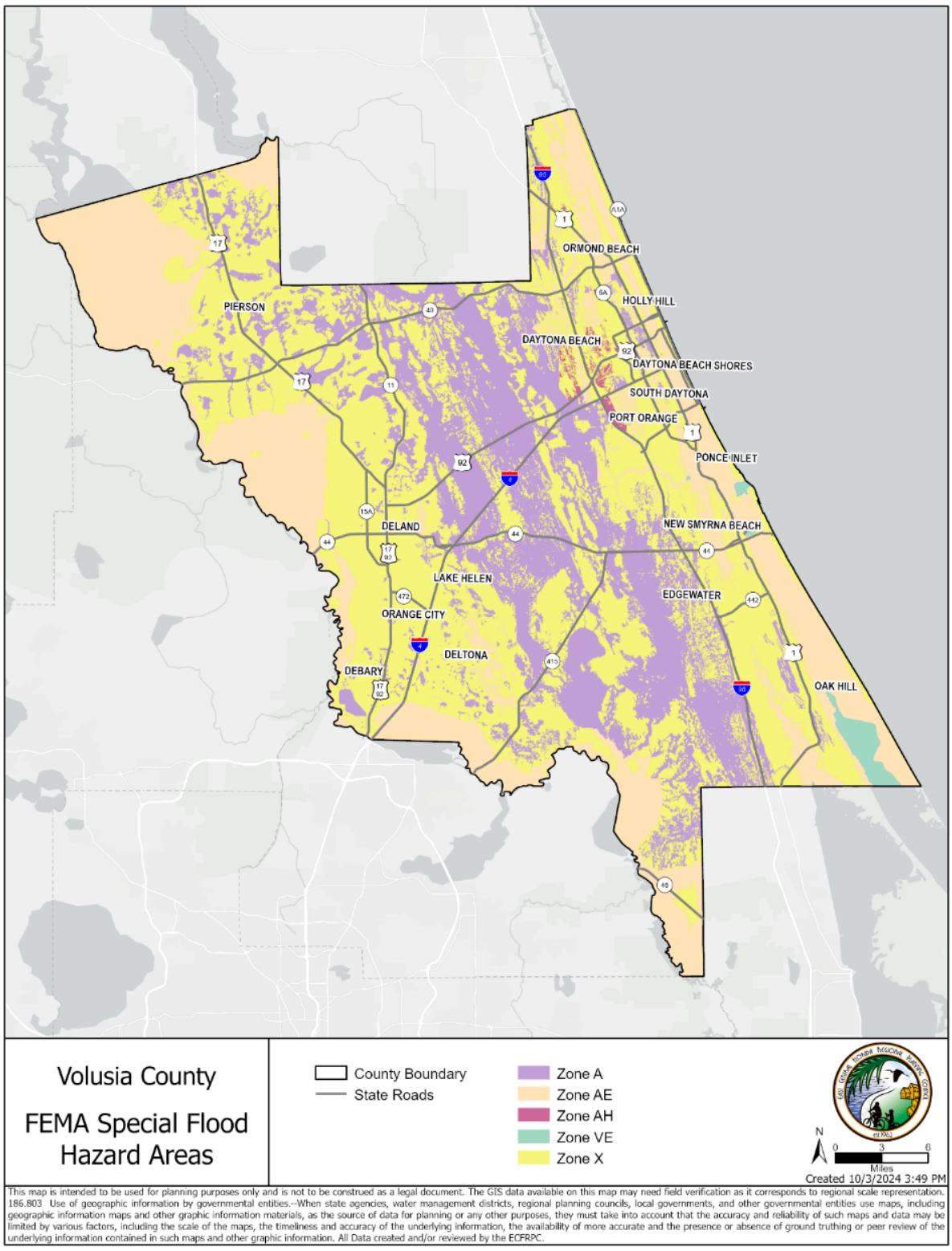
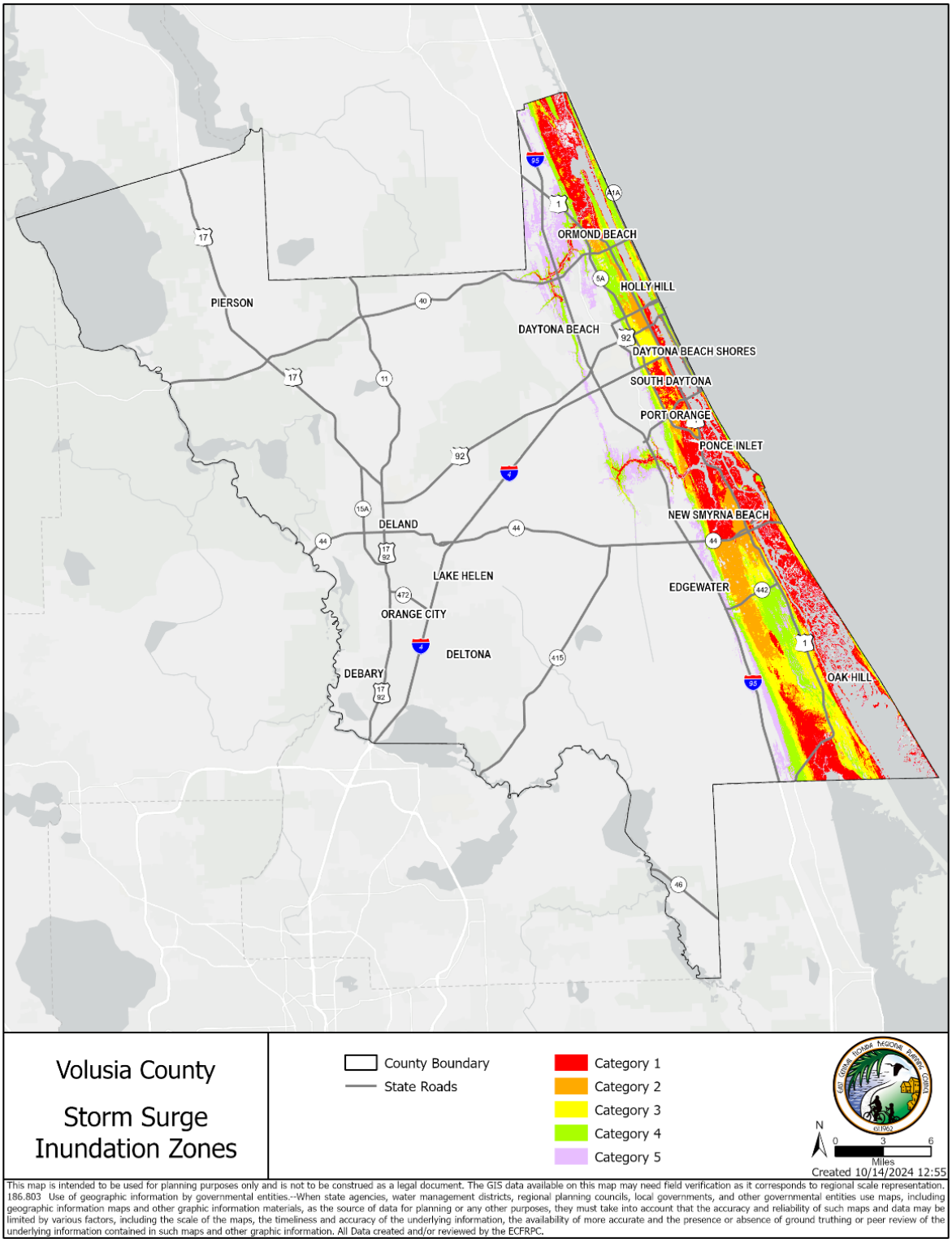


Figure 4: Storm Surge Inundation Zones



Flood Insurance Coverage Assessment

Flood Insurance Coverage

FEMA's National Flood Insurance Program (NFIP) provides coverage for residential properties, personal property, and non-residential properties. NFIP flood insurance premiums are based on the risk rating of the building to be insured: the higher the risk, the higher the flood insurance premium.

Prior to October 1, 2021, the NFIP rating methodology primarily considered flood zones and elevations, and had not been updated in 50 years, causing disparities that resulted in individuals paying more than their fair share in flood insurance premiums. New policies effective on or after October 1, 2021, are priced under Risk Rating 2.0. This is a new, individualized approach to risk assessment, built on years of investment in flood hazard information. By using new data, new flooding models, and new technology, Risk Rating 2.0 can assess many factors for individual properties, including: frequency of flooding, multiple flood types, proximity to flood sources, and building characteristics.

To determine the level of flood insurance coverage in the Volusia Multi-Jurisdictional area, the most recent flood insurance policy and repetitive loss data provided by FEMA and the Insurance Service Office (ISO), a subsidiary of Verisk Analytics, along with GIS information, were evaluated. Table 5 summarizes the two key statistics of policies in force in the Special Flood Hazard Area and past claims by jurisdiction.

Table 5: Flood Insurance Data in the SFHA by Jurisdiction (as of 4/2/2025)

CID	Community Name	# of Policies within the SFHA in Force	Insurance in Force	$ of Closed Paid Losses within the SFHA	$ of Closed Paid Losses Outside the SFHA
125099	Daytona Beach	3,091	$967,075,000	$89,063,128	$30,000,340
125100	Daytona Beach Shores	15	$792,260,000	$60,993.90	$3,851,237.78
120677	Deltona	199	$163,882,000	$1,053,635.07	$2,265,997.61
120308	Edgewater	75	$172,656,000	$924,397.28	$6,765,905.19

CID	Community Name	# of Policies within the SFHA in Force	Insurance in Force	$ of Closed Paid Losses within the SFHA	$ of Closed Paid Losses Outside the SFHA
125112	Holly Hill	150	$246,684,000	$5,247,747.90	$7,723,871.52
125132	New Smyrna Beach	1,330	$1,263,871,000	$35,352,544.25	$16,337,860.16
125136	Ormond Beach	340	$667,697,000	$4,920,125.48	$8,033,635.29
120312	Ponce Inlet	358	$452,944,000	$5,694,530.24	$2,310,235.74
120313	Port Orange	454	$509,416,000	$30,973,855	$37,770,731
120314	South Daytona	158	$169,501,000	$21,382,311.02	$38,512,069.02
125155	Volusia County	1,288	$1,266,310,000	$47,708,868.78	$23,374,974.92
Total		7,458	$6,672,296,000	$242,382,137	$176,946,858

Table 6 compares the number of policies in Table 6 with the number of buildings in the SFHA by jurisdiction.

Table 6: Percentage of Buildings Insured

CID	Community Name	# of Buildings Within SFHA	# of Policies Within SFHA in force	% Insured Within SFHA	Total # of Policies	Total # of Policies Outside The SFHA
125099	Daytona Beach	6,192	3,091	49%	5,713	2,622
125100	Daytona Beach Shores*	5	15	N/A	3,578	3,563
120677	Deltona	568	199	35%	579	380
120308	Edgewater	715	75	10%	571	496
125112	Holly Hill	2,791	150	5%	907	757
125132	New Smyrna Beach	1,775	1,330	75%	5,066	3,736
125136	Ormond Beach	3,150	1,043	33%	3,532	2,489
120312	Ponce Inlet	422	358	84%	1,720	1,362

CID	Community Name	# of Buildings Within SFHA	# of Policies Within SFHA in force	% Insured Within SFHA	Total # of Policies	Total # of Policies Outside The SFHA
120313	Port Orange	5,035	454	9%	1,698	1,244
120314	South Daytona	982	158	16%	571	413
125155	Volusia County	4,241	1,288	30%	4,569	3,281
Total		25,876	8,161	35%	28,504	20,343

*Note: (1) Daytona Beach Shores policies exceed the total number of buildings. For insurance purposes, some condominium units will have their own policy as well as each building. For this reason, policies exceed the number of buildings.

According to Tables 5 and 6, there are 8,161 flood insurance policies within the Special Flood Hazard Area with 20,343 policies outside the floodplain. About 35% of the buildings within the Special Flood Hazard Areas have flood insurance coverage. It should be noted that the percentage of policy coverage for buildings may be skewed due to the way condominium buildings and units are insured. For example, there may be one condominium building and 12 units for a total of 13 policies. The community only counts one building, not 12 units, so those communities with more condominiums in or out of the SFHA will have more policies. The statistics are used for broad analysis only.

Table 7: Insurance Occupancy Type

CID	Community Name	Single Family Policies in Force	2 – 4 Family Policies in Force	All Other Residential in Force	Non-Residential Policies in Force	Total # of Policies
125099	Daytona Beach	1,450	54	1,912	287	3,703
125100	Daytona Beach Shores	75	9	3,450	44	3,578
120677	Deltona	577	0	0	2	579
120308	Edgewater	548	6	1	16	571
125112	Holly Hill	342	12	512	41	907

CID	Community Name	Single Family Policies in Force	2 – 4 Family Policies in Force	All Other Residential in Force	Non-Residential Policies in Force	Total # of Policies
125132	New Smyrna Beach	1,898	202	2,825	141	5,066
125136	Ormond Beach	1,436	21	747	128	2,332
120312	Ponce Inlet	358	35	1,312	15	1,720
120313	Port Orange	1,599	27	45	52	1,723
120314	South Daytona	520	8	14	29	571
125155	Volusia County	2,915	23	1,583	55	4,576
Total		11,718	397	12,401	810	23,326

Repetitive Loss Properties

Although the entire county is susceptible to flooding, there are approximately 2,208 buildings which are considered unmitigated "repetitive loss" properties as defined by FEMA (having at least two claims of $1,000 over a 10-year period). Of the 2,208 unmitigated repetitive loss properties, 1,125 are in the Special Flood Hazard Area, and 1083 are outside the Special Flood Hazard area as displayed in the table below.

Table 8: Total Unmitigated Repetitive Loss Buildings by Jurisdiction and Flood Zone

Community	Total RL Buildings	RL in AE, A1-30, AO, AH, A	RL in VE, V1-30, V	RL in B, C, X	RL Buildings (Insured)
Daytona Beach	405	161	2	242	138
Daytona Beach Shores	14	1	0	13	7
Deltona	11	3	0	8	6
Edgewater	29	6	0	23	16
Holly Hill	113	54	0	59	48
New Smyrna Beach	164	116	3	45	56
Ormond Beach	132	47	0	85	25
Ponce Inlet	28	22	0	6	5
Port Orange	440	242	0	198	231
South Daytona	411	152	0	259	202
Volusia County	461	315	1	145	131
Total	2208	1119	6	1083	865

Based on the statistics, 51% of the buildings classified as repetitive loss have occurred in Special Flood Hazard areas. 49% of the repetitive loss buildings are located outside Special Flood Hazard Areas.

An interesting statistic contained in Table 8 above is the number of repetitive loss buildings currently insured equals a total of 865 or 39%. Even though the building may have experienced flood loss, flood insurance is not being purchased, probably because it is not required.

Summary

Based on the information above, most property owners in the multi-jurisdictional Volusia County area do not carry flood insurance on their buildings. In the Special Flood Hazard

Areas, where flood insurance is mandatory as a condition of federal aid or a federally backed mortgage or loan that is federally backed, only 35% of the buildings have flood insurance coverage. Also, it is interesting that approximately 39% of the repetitive loss buildings are insured.

Because the percentage of properties with flood insurance coverage is generally low, the PPI committee decided to continue to target a variety of audiences to increase flood insurance coverage for buildings. The target audiences are listed in the next section. The communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County will continue to provide outreach to the various target audiences through methods such as mailings, ads, flyers, and the countywide website to encourage property owners to purchase flood insurance coverage. Additionally, the participating CRS jurisdictions will provide countywide information about flood insurance and other flood-related topics at public meetings and public events throughout the year. This consolidated outreach is intended to increase.

Priority Areas

The MJ-PPI committee identified the following priority areas:

- All properties
- A, AE, AH and VE zones, and flood-prone X and shaded X properties

All properties in the 11 participating CRS communities: Since flooding can happen anywhere in the County, the committee reconfirmed that the priority area of "all properties in the 11 Volusia County CRS communities" should remain unchanged. There were some recommendations to modify some of the messages and outcomes due to some activities being difficult to measure and monitor. This is the second five-year update to the plan.

A, AE, AH, VE zones, and flood-prone X and shaded X properties: Areas countywide can be flooded from overwhelmed rivers, creeks, coastal sources, sheet flow, and local drainage ways. The official FEMA Flood Insurance Rate Map designates the deeper riverine and coastal flood-prone areas as A, AE, AH or VE Zones. The committee agreed these should be priority areas, in addition to flood-prone X and shaded X properties.

Priority Audiences

The MJ-PPI Committee identified the priority audiences listed below.

- The general public
- Residents in the floodplain

- Residents and property owners in repetitive loss areas
- Residents and property owners with substantial damage properties
- Real estate, lending, title, and insurance agencies
- New residents and property owners
- Real estate appraisers

General Public in the 11 participating CRS Communities: As past flooding and flood insurance claims indicate, residents and business owners in the cities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated areas of Volusia County need to be aware of the flood hazard, flood insurance, and ways they can protect themselves from flooding. Thus, the Committee concluded that the community at large should be considered a target audience, since flooding can occur anywhere for a variety of reasons. Flooding can occur in urban areas through an undersized culvert or blocked drain, as well as in areas not shown on flood maps. Residents may travel through flooded areas and do not know the proper safety precautions, or they may consider purchasing or moving to a flood-prone property. Although the committee reconfirmed that all properties are subject to flooding, the PPI should strive to reach all residents and businesses in the multi-jurisdictional Volusia County area, including renters.

Residents in the Floodplain: There are roughly 252,927 structures in the FEMA floodplain. Because these properties have been identified as having a known flood risk, the committee believes it is important to reach out to the property owners of these buildings to educate about flood risk, the availability of flood insurance, and the costs associated with recovery.

Residents & Business Owners in Repetitive Loss Areas: There are 2,208 unmitigated repetitive loss buildings in the participating CRS communities. These property owners, along with their neighbors, have a similar potential for flooding and should be aware of their property's risk of flooding and the availability of flood insurance. Because the residents and business owners of structures in the floodplain and the repetitive loss areas are similar, it was determined that these two groups should receive the same types of outreach.

Residents & Property Owners with Substantial Damage Properties: There is a special concern for substantial damaged properties from Hurricanes Ian and Milton. Because substantial damage can change over time, the goal is to reduce this target audience through mitigation efforts. Mitigation and outreach efforts within these affected areas aid those properties from becoming substantially damaged again.

Real Estate, Lending, Title, and Insurance Companies: These companies are the key to conveying information about flood hazards and flood insurance. The committee wants to

ensure that they understand and have all the information they need about these topics. Residential sellers should be proactive in preparing for future property sales by gathering all pertinent flood history documentation. Real estate professionals should also update their practices and educate clients on this new requirement to avoid liability. Title agencies have a part in transferring NFIP policies from one owner to another during a real estate transaction. Additionally, Florida's new flood disclosure law, House Bill 1049, went into effect on October 1, 2024. This law requires sellers of residential properties to disclose flood-related information to potential buyers. Sellers must complete a "Flood Disclosure" form before executing a sales contract, marking a shift toward greater transparency in property transactions.

New Residents/Property Owners: People new to the area often purchase new homes without knowledge of storm hazards, flooding or flood zone information. Providing educational information to the prospective buyer from the realtor will be extremely helpful in the event of flooding or a storm.

Real Estate Appraisers: Appraisers value property for buyers and sellers. The committee wants to ensure that appraisers understand buildings located in the Special Flood Hazard Area have additional permitting requirements for repairs and improvements that are not required by the Florida Building Code. For buildings located in the Special Flood Hazard Area, substantial improvement reviews are completed with alterations, renovations, additions, etc., and substantial damage reviews are completed if a building is damaged by wind, fire, or flood. If a building has been determined by the municipality to be substantially improved or damaged, then it must either show it is in compliance with the State and municipality's current flood-resistant construction requirements or be brought into compliance. Commercial buildings may be dry floodproofed. To floodproof residential buildings, they can either be elevated, if a structural engineer determines the structure can be lifted, or demolished and replaced. If a building has been determined to be substantially improved or damaged or if it is close to reaching the substantial improvement/damage threshold, appraisers' building valuations should include the cost to cure the compliance issue.

Existing Public Information Efforts

An important part of developing a public information program is to be aware of what other public information activities are reaching Volusia County multi-jurisdictional property owners. The information in Table 9 was updated by past projects, staff research, and PPI Committee members. The organizations are listed in alphabetical order.

Table 9: All Jurisdictions

Project #	Description	Message
1	Floodplain Management Website	Various
2	Annual mailing to repetitive loss areas	Information on the flood hazard, and mitigation measures
3	Distribution of FEMA materials in Local Libraries	Various
4	Letters promoting flood insurance from Mayor/Commissioner/Councilmember to all property owners	Know your risk of flooding; you should buy flood insurance; check with your agent to see if you are fully insured
5	Markers attached to storm drains	"No Dumping" – Drains to waterway markers
6	Brochure to Realtors, Lenders, and Insurance Agents	Various

Table 10: City of Daytona Beach

Project #	Description	Message
1	Flood Fact information brochure provided to all City of Daytona Beach in utility bill and direct mail	Various
2	Distribution of City, State, and FEMA brochures outside Commission Chambers	Various
3	Flood Tips PowerPoint Presentation on Channel 199	Various
4	Citywide Quarterly newsletter	Various

Table 11: City of Daytona Beach Shores

Project #	Description	Message
1	Citywide Quarterly newsletter	Various

Table 12: Deltona

Project #	Description	Message
1	Electronic and Mailed Quarterly Newsletter	Various
2	Pre-hurricane Season Activity	Preparedness – Avoid/Minimize/Recover

Table 13: City of Edgewater

Project #	Description	Message
1	Quarterly Facebook and newsletter distribution	Various
2	Brochures distributed at Edgewater Edgefest	Various
3	Brochures distributed at Environmental Services Educational presentations	Various

Table 14 : City of Holly Hill

Project #	Description	Message
1	Brochures available in City Hall	Various
2	Newsletter to Insurance Agencies	Flood Protection
3	Newsletter to Repetitive Loss Addresses	Flood Protection
4	Flood Information on Website	Various

Table 15 : City of New Smyrna Beach

Project #	Description	Message
1	Brochures and monthly Citizens Flood Newsletter available in City Hall / Building & Planning Offices	Various
2	Citizens Flood Newsletter distributed to insurance agencies	Various
3	Flood information packets distributed at community, wellness, fitness, park, and family-oriented events (5K runs, festivals, expos, and recreation events)	Various
4	Flood newsletters and information packets distributed through Citizens	Various

	Academy, committees, and public meetings	

Table 16 : City of Ormond Beach

Project #	Description	Message
1	Flood Fact brochure distributed at Annual Earth Day event	Various
2	Flood information and website link provided to all City of Ormond Beach in utility bill	Various
3	Letter from Mayor inserted in approximately 25,000 utility bills	Flood Protection
4	Flood Information brochures available in Planning Department and in Finance office where utility bills are paid	Various

Table 17 : Town of Ponce Inlet

Project #	Description	Message
1	Flood Fact brochure and handouts, Don't Drown Frisbee distribute at Annual Ponce Preserves the Planet event, and Annual FABTO Educational Conference	Various
2	Town wide Quarterly Newsletter	Various
3	Flood Information Brochures available in Planning & Development Department and Town Community Center	Various
4	Flood Information on website	Various
5	Flood Fact brochure and letter mailed to Real estate agents, local contractors, local insurance agents, and targeted letters to contractors	Various

Table 18 : City of Port Orange

Project #	Description	Message
1	Flood Fact Brochure at kiosk in City Hall	Various
2	City weekly newsletters	Various

3	Social media messages on Facebook, Twitter/X, and Instagram	Flood Insurance

Table 19 : City of South Daytona

Project #	Description	Message
1	City Newsletter	Flood Protection
2	Flood information distributed in City Hall	Various

Table 20 : Unincorporated Volusia County

Project #	Description	Message
1	Flood and emergency information on County website, emergency subpages, and micro sites	Various
2	Social media post and digital alerts EverBridge (AlertVolusia) and Emergency Management app)	Various
3	Radio programming, media events, and newspaper hurricane guides.	Preparedness – Avoid/Minimize/Recover
4	Flood and hurricane brochures and handouts distributed at events and outreach locations.	Various
5	Community preparedness presentations and hurricane expos	Preparedness – Avoid/Minimize/Recover
6	Flooding and stormwater education microsite	Flood Risk Awareness
7	Annual CRS Mail Out	Various

American Red Cross

- **Project 1:** Offers a Flood App for Android or Apple
  - **Message:** Prepare -- Respond -- Recover

- **Project 2:** Website educational information
  - **Message:** Prepare -- Respond -- Recover

COAD (Community Organizations Active in Disaster)

- **Project 1:** Annual hurricane expo
  - **Message:** Emergency Preparedness and Various

Florida Department of Emergency Management

- **Project 1:** Flood Awareness Week and Severe Weather Awareness Week Outreach
  - **Message:** Various

Florida Department of Environmental Protection

- **Project 1:** Flooding and Erosion webpage with links. Public information commercials on radio and cable
  - **Message:** Various

Florida Floodplain Management Association

- **Project 1:** Flood messages e-mailed
  - **Message:** Various

Hometown News

- **Project 1:** Hurricane prep guide
  - **Message:** Preparedness -- Avoid/Minimize/Recover

Insurance Agencies

- **Project 1:** Letter to homeowner policy holders with no flood insurance
  - **Message:** Flood Protection

News-Journal & Hometown News

- **Project 1:** Hurricane awareness flyers
  - **Message:** Preparedness -- Avoid/Minimize/Recover

St. John's River Water Management District

- **Project 1:** Flood Information on website
  - **Message:** Various

- **Project 2:** Distribution of brochures
  - **Message:** Flood Protection and Assistance and Stormwater Systems

Messages

After reviewing the Community Needs Assessment, the PPI Committee made a few changes to the eight originally adopted priority messages and reduced the messages to a total of 7 as indicated in Table 21.

Table 21: Messages and Desired Outcomes

Message	Outcome
A: Understand your risk of flooding. Finding out is simple!	A: Increase engagement on county's flood mapping website through the measurement of visitors inspecting the website.
B: Protect yourself, your home, business, and personal belongings from the next flood with flood insurance.	B: Increase in the number of flood insurance policies, including the number of policies in X zone.
C: Turn around, don't drown to safeguard yourself and neighbors from unnecessary flood risk. Sign up for alerts	C: Reduce water rescues or police citations for ignoring barricades after a flood event and increase Everbridge registrations for citizens.
D: Keep debris and trash clear from streams, ditches, and inlets to prevent excess flooding prior to storm events.	D: Reduce number of calls related to stream obstruction.
E: Before you start any storm repairs or improvements, check permit requirements.	E: Decrease in number of code violations for not obtaining a building permit.
F: Hire only licensed contractors who know the local ordinances and jurisdiction's requirements for permitting.	F: Fewer cases of unpermitted work through the implementation of the Floodplain Management Plan and decrease code violations.
G: Keep natural areas undisturbed, reduce and report illegal clearing and dumping, and protect water quality by limiting runoff, nutrient pollution, and improper fertilizer use.	G. Promote code compliance and responsible land management, while encouraging water quality protection and proper property fertilizer practices

The overall strategy is to make information more readily available to the target audiences in a manner that will equip and encourage these audiences to adopt behaviors to improve preparedness and decrease future flood damage. The PPI Projects and Initiatives list provides a comprehensive list of program elements organized by target audience and message. This table also includes Outreach Projects created specifically to increase the number of flood insurance coverage policies in the participating communities, denoted as "OP".

In addition to projects that are implemented every year, the PPI Committee recommends Flood Response Projects "FRP" that will be implemented before, during and after a flood. One such project is the door hangers in English and Spanish to be placed on impacted properties after a storm. The County CRS Coordinator will provide the template to each PPI community for reproduction when needed. After a major flood event that requires a damage assessment team, door hangers will be placed on the door of each impacted property, where and when it is safe to do so.

Other FRP projects included sending EverBridge (AlertVolusia) voice, text and/or email messages. The EverBridge Emergency Notification System provides the public with the ability to receive voice, text, and/or email notifications. Volusia County has shifted to Everbridge in March of 2022, but it was available to the county and had it as a backup to CodeRed since 2018. Citizens can register online at:

https://www.volusia.org/services/emergency-services/emergency-management/alerts/

Any citizen with questions about the system can call the Volusia County Emergency Management Information Line at: 386-258-4088. The following EverBridge messages will be sent to all registrants along the lines of the following messages:

- Before the storm: "The National Weather Service has issued a Flood Watch for your area. A Flood Watch means that flooding is imminent or occurring. Please follow all precautions to keep you and your loved ones safe. If you are ordered to evacuate the area, do so immediately. If you suspect you are in a home that is subject to deep flooding, turn off the electricity at the circuit breaker panel and gas, gather canned foods and flashlights, and evacuate. If you are in transit, please avoid streets that are underwater or are barricaded. We urge you to stay tuned to news outlets for on-going details. Thank you for your cooperation."
- During the storm: "Due to (event name) there are many power outages, flooded areas, and downed power lines, inoperable traffic signals, and debris around Volusia County that could cause harm or injury to residents outside. Residents are urged to remain in

place until weather conditions improve and to ensure road accessibility for first responders. If you need emergency assistance, please call 9-1-1."

- After the storm: "Please report storm related damage to Volusia County Emergency Management at 866-345-0345. County and City employees will be travelling throughout the county assessing damage to homes."

During the year, when there is no storm event projected, general educational EverBridge messages will also be sent periodically throughout the year. Below are some examples of messages that will be sent:

- "Know your flood zone. For information about your flood zone and flooding please see https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/"
- "Flood insurance is a great way to protect your home when disaster strikes. Contact your insurance agent today to see if your home is covered. Be proactive. It usually takes 30 days for a policy to become effective."
- "Flooding is one of Florida's most frequent hazards. It is a coast-to-coast threat that can occur at any time of the year. Find out ways to protect yourself, family and home at https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods"

Other Public Information Initiatives

Map Information Services

Volusia County and Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona provide map information in several ways. The most common method is the County flood map viewer website at:

https://www.volusia.org/services/business-services/information-technology/geographic-information-services/flood-map-viewer.stml

Customers enter the address of the property in question and can view on the map whether the property is in a Special Flood Hazard Area or not. Map information can also be obtained from most of the other CRS communities' websites and the FEMA interactive flood map service:

https://msc.fema.gov/portal/search

All CRS communities provide map information through inquiries by phone, by email, or in person through the customer service counter. This service is advertised annually to real estate agents, lenders, and insurance agents, as well as residents of properties in the floodplain and repetitive loss properties. The PPI Committee agreed to continue these procedures. Volusia County has recently updated the County's website to include all of the other CRS communities' contact information and website links in order to make flood determinations easier.

https://www.volusia.org/services/emergency-services/emergency-management/types-of-disasters/floods/

Hazard Disclosure for Real Estate Agents

Effective February 19, 2014, the FEMA Flood Insurance Rate Maps (FIRMs) were updated for all communities within Volusia County based on the updated riverine study. On September 29, 2017 FIRMs for coastal communities became effective based on the updated surge study. Due to an issue between some of the 2017 FIRMS and the data contained in the 2017

Flood Insurance Study, a correction was made to the applicable flood maps and updated on August 7, 2018. Volusia County has published the new flood maps on its website and encourages the public to review the updated flood zones. Now that the information is available, real estate agents and brokers, and sellers have a duty to disclose to buyers (or to make sure buyers are aware) of the flood risks associated with a particular piece of property.

One protection for buyers in Florida is the requirement that any property located in a Special Flood Hazard Area, where the purchase is financed with a federally backed loan, must be covered with flood insurance. Whether or not a private mortgage will demand flood insurance coverage depends upon that lender. It should be noted that if a buyer purchases a property with cash, then the buyer will not be required to purchase flood insurance so the flood zone may or may not be disclosed.

All real estate agents can access the State of Florida Seller's Disclosure of Property Conditions form and disclose whether a property is located in a floodplain. Real estate agents can obtain the flood zone by using the methods described above in the Map Information Service section.

A county-wide brochure called, "Ask Before you Buy" has been established for the past few years. The brochure is distributed at public outreach events and hazard presentations, and by realtors to prospective buyers through the yearly CRS Mail Out.

Flood Protection Website

The Volusia County website is updated to include information on all the priority topics listed in the Inventory of Existing Public Information Efforts table. Additional information related to outreach projects will be included on the website with links to all CRS participating communities. In addition, the County's website is updated to have a more current look and have a more prominent location on the County's main webpage.

https://www.volusia.org/services/emergency-services/emergency-management/types-of-disasters/floods/

Volusia County issued a news release notifying the media of the report's availability back in July. Below is a link to that news release.

https://www.volusia.org/news/news-releases.stml?portalProcess_dd_0_1_1=showPublicEvent&calendar_entry_id=91118

There are two websites that Volusia County created within the last year. They are what can be considered microsites within the main website.

https://www.volusia.org/services/emergency-services/emergency-management/index-1.stml

https://www.volusia.org/services/public-works/stormwater-management/index.stml

Flood Protection Assistance

All the participating CRS communities offer flood protection assistance including property protection advice (PPA), advice after a site visit (PPV), and financial assistance advice (FAA). These types of assistance are advertised in the annual mailing to floodplain and repetitive loss property owners. Other types of advertising will be considered for a countywide opportunity such as the Home Show (Daytona Beach's community event highlighting home trends and engagement) and other presentations to civic and professional groups.

Plan Maintenance Procedures

The Multi-Jurisdictional PPI Committee will meet annually to evaluate the Plan and incorporate any needed revisions. The evaluation will cover:

- A review of the projects that were completed
- Progress toward the desired outcomes
- Recommendations regarding projects not completed
- Changes in the target audiences

The CRS Community Assessment will be refreshed every year as part of the Annual Evaluation. The County will coordinate and facilitate this meeting, and afterward, provide a summary an updated PPI worksheet Projects and Initiatives List reflecting the committee's decisions. The Annual Evaluation Report will be prepared each year as part of the CRS annual recertification, with copies to the County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona governments, State of Florida NFIP Coordinator, and local media.

Plan Adoption

This document will not become effective until the Volusia Multi-Jurisdictional Program for Public Information is adopted by the Daytona Beach City Commission, Daytona Beach Shores City Council, Deltona City Commission, Edgewater City Council, Holly Hill City Commission, New Smyrna Beach City Commission, Ormond Beach City Commission, Ponce Inlet Town Council, Port Orange City Council, South Daytona City Council, and Volusia County Council, by Resolution.

Table 22: Outreach Projects (OP) for General Public in CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #1 Consolidated Flood Fact brochure on all messages and handouts distributed in all community permitting offices	A-G	All CRS Coordinator	Year-round	All Chamber of Commerce offices	All
OP #2 Consolidated Flood Fact brochure on all messages and handouts distributed at branch libraries	A-G	County CRS Coordinator	Year-round	All Chamber of Commerce offices	All
OP #3 Consolidated Flood Fact brochure on all messages and handouts to Chamber of Commerce for display	A-G	All CRS Coordinator	Year-round	All Chamber of Commerce offices	All

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #4 Booths at countywide and citywide events	A-G	Volusia County Emergency Management	Over 68 Events in various and reoccurring locations. Majority events are held between May through July.	All Chamber of Commerce offices	All
OP #5 Presentations for countywide citizen and professional groups	A-G	Emergency Management/County CRS Coordinator	Year-round	All Chamber of Commerce offices	All

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #6 Emergency Management public presentations including flood messaging	A-G	Emergency Management/County CRS Coordinator	Year-round	All Chamber of Commerce offices	All
OP #7 Multi-Media Posts and digital alerts	A-G	Volusia County Emergency Management	Year-round	All Chamber of Commerce offices	All

Table 23: Outreach Projects (OP) for Property Owners in the Floodplain and Repetitive Loss

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #8 Annual Flood Guide – updated information on flood hazard preparedness that includes information on property protection – sent to all households in floodplain and distributed in County offices, regional library branches and all community building departments	A-G	All CRS Coordinators	Mailed out by 5/1	All Chamber of Commerce offices	All
OP #9 Annual letters to all repetitive loss area properties	A-G	All CRS coordinators/Emergency Management	Mailed out by 5/1	All Chamber of Commerce offices	All
OP #10 County Emergency Management will give presentations on family disaster preparedness to groups and communities	A-G	Emergency Management/County CRS Coordinator	By 5/1 of each year	All Chamber of Commerce offices	All

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #11 Volusia COAD (Community Organizations Active in Disaster) will hold their annual Hurricane Expo	A-G	Volusia COAD	Annually	Volusia COAD	All
OP #12 – EverBridge text & e-mail to all	A-G	County Emergency Management	Monthly		All

Table 24: Outreach Projects (OP) for Real Estate, Real Estate Appraisers, Lending, Title and Insurance Companies

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #13 Mail letters and consolidated Flood Fact brochure	A-G	Emergency Management/County CRS Coordinator	By 5/1 of each year		All
OP #14 Floodplain Disclosure and Permit Awareness Outreach	A, E, F	County CRS Coordinator	By 5/1 of each year	Buyers and lenders	All

Table 25: Outreach Projects (OP) for New Residents and Property Owners

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #15 "Ask Before You Buy" brochure developed and distributed to realtors to provide all buyers.	A, B, D, E, F, and G	Emergency Management	Year-round	New resident and/or property owners	All

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.I.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Design and Bidding Services Western Storage Tank and Pump Station		
Recommended Action	Staff recommends award of the work authorization for engineering services to Mead Hunt, for the not-to-exceed amount of $495,237.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

This is a request to award a work authorization to Mead & Hunt for design and bidding services for the Western Storage Tank and Pump Station in the southwest service area of the City.

The City recently engaged the services of Mead & Hunt to update the water distribution system model with a specific emphasis of examining the needs of the western service area. This model includes all projected development in the West Ormond Utility Service Area. This model indicated the City would need to construct and operate an additional potable water storage tank and pump station to help supplement water pressure of new and existing developments.

This project was included as a recommended potable water system improvement in Mead & Hunt's 2025 Avalon Park Update; the estimated cost of construction is $5,676,075.00. Completion of this project will allow the City to meet its commitment to the future properties on the south side of SR 40, benefit the future phases of Hunter's Ridge, as well as create additional resiliency and better water quality in the southwest service area.

Financial Impact

A budget amendment in the amount of $495,237 will be required, funds are available from the Water and Wastewater Reserves.

Citizen Impact

The City has identified improvements needed to the western region’s utility infrastructure in order to provide adequate service to the new land use and proposed developments to ensure the City

continues to maintain the same level of service to its existing citizens and to all utility customers located within the City's adopted Utility Service Area.

Attachments

1. 26-40 Engineering - Western Storage Tank and Pump Station (P26-0028G)
2. Work Authorization - Mead & Hunt

RESOLUTION NO. 2026-40

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC., TO PROVIDE DESIGN AND BIDDING SERVICES REGARDING THE WESTERN STORAGE TANK AND PUMP STATION 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 design and bidding services regarding the Western Storage Tank and Pump Station 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 design and bidding services for the aforedescribed project at a cost not to exceed $495,237.00 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 funds for the payment of the Project in the amount of $495,237.00 will be appropriated to the Water and Wastewater Reserve Fund through a budget amendment 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 proposal submitted by Mead & Hunt, Inc. to provide design and bidding services regarding the Western Storage Tank and Pump Station project at a cost not to exceed $495,237.00 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 design and bidding services for the Project at the said price, and to pay the cost therefore from the Water and Wastewater Reserve Fund.

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

APPROVED AND AUTHENTICATED this 24th day of March, 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: Western Service Area Storage Tank & Pump Station – Design & Bidding Services

Project Description: Civil engineering services to include design and bidding assistance for the construction of a new water storage tank and pump station for a new ground storage tank (GST) and High Service Pump Station at the intersection for SR 40 and Airport Road, as detailed in the attached proposal dated March 3, 2026.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management	Fixed Fee	$38,061.00
Data Collection	Fixed Fee	$14,382.00
Preliminary/Conceptual Design	Fixed Fee	$65,870.00
Project Design	Fixed Fee	$231,441.00
Permitting Assistance	Fixed Fee	$42,917.00
Bidding Assistance	Fixed Fee	$19,766.00
Subconsultants & Reimbursables	Actual Cost	$82,800.00
Total Fee Authorized:	**Not to Exceed**	**$495,237.00**

Funding Source: Water & Wastewater Reserves

Estimated Time for Completion: 26 Months (780 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.

March 3, 2026

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

Email: Shawn.Finley@ormondbeach.org
Hard Copy Mailed Only on Request

Subject: City of Ormond Beach Western Storage Tank and Pump Station Design & Bidding Services

Dear Shawn,

In accordance with your request, we are pleased to offer the enclosed Professional Services Agreement, Scope of Services and fee estimate for the above-mentioned project. The project involves construction of a 2.0 MG prestressed concrete ground storage tank and a high service pump station. This project was identified in the City's Utility Master Plan and Western Service Area Master Plan.

The project will provide diurnal potable water storage and pumping capacity for peak flow periods and fireflows for new development in the Western Service area. Ultimately, a secondary water treatment facility is proposed at this site. The second treatment facility will provide redundancy and additional potable water treatment capacity to supplement the City's existing facilities. New wells have recently been constructed on this site in addition to raw water transmission and finished water distribution mains.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Vice President

Matt Guzinski, PE
Project Engineer/Client Manager

BTB/MDG:dp

Enclosure: Scope of Services and Fee Estimate

CITY OF ORMOND BEACH
SCOPE OF SERVICES
FOR
WESTERN STORAGE TANK AND PUMP STATION DESIGN & BIDDING SERVICES

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, between the City of Ormond Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT), and is referred to herein as the Contract.

PROJECT UNDERSTANDING

The CITY desires professional services for a new water storage tank and pump station for a new ground storage tank (GST) and High Service Pump Station at the intersection for SR 40 and Airport Road. The proposed 2.0 MG tank will provide off-peak storage capacity and supply a new high service pumping station during peak demand hours. The project will provide diurnal potable water storage and pumping capacity for peak flow periods and fireflows for new development in the Western Service area. Ultimately, a secondary water treatment facility is proposed at this site. The second treatment facility will provide redundancy and additional potable water treatment capacity to supplement the City's existing facilities.

Survey and initial environmental assessments have been completed on this site. A conceptual site plan for the storage tank and pump station is included herein.

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 Twelve (12) month project duration. The PM will manage the development of project work and subconsultant efforts.

Subconsultant Work Coordination

MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its

subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Geotechnical

Soil borings and geotechnical evaluation will be performed by Bechtol Engineering and Testing, Inc. (BET). BET is to provide geotechnical services at the above referenced site. The purpose of BET's services would be to evaluate physical and strength characteristics of subsurface materials encountered by test borings within the probable construction area of a new storage tank and pump station and associated improvements, and based on these characteristics, to render opinions as to the overall site subsurface conditions and the material's potential reaction to proposed construction activities. Based on the results of field and laboratory studies, BET will issue a geotechnical letter report summarizing their findings and evaluations, and providing earthwork, foundation and pavement section related recommendations.

Land Surveying

Certified design survey will be performed by UPHAM. Surveyor will perform topographic surveys and drawings of the remaining approximate 600 ft of Parcel “A” East of Airport Road and Parcel pursuant to Chapter 61G17-6 FAC, Section 472.027 FS and in compliance with the Master Agreement between Client and Surveyor. The boundary monuments from the 2023 survey will be located and flagged to update the boundary survey. No other boundary work will be performed. The survey work will include elevations and a maximum 100 ft grid including visible high and low points and any other visible change in grade over the approximate southerly 600 ft. Existing drainage features and structures will be located within the parcel and 25 ft outside of the boundary. Surveyor will utilize its 2023 survey as the roadway segments for Airport Road and SR 40 route location were surveyed at that time. Surveyor will verify if any changes have been made and locate improvements and elevations. Wetlands points delineated by others will be located and tied into the boundary. The surveyed points with the bearing and distance for each line segment will be calculated and plotted on each survey drawing.

Survey drawings will be prepared to indicate the flagged boundary monuments, visible physical improvements, flood zone areas, and topography with ground spot elevations and one-foot contour interval in NAD83 state plane coordinates and NAVD 1998 vertical datum. Two horizontal and vertical benchmarks will be set for each parcel and indicated on the survey drawings.

Biological

Biological assessment will be performed by Zev Cohen & Associates.

Assessment for Wetlands and Protected Species will consist of:

1) Site visit to review the proposed construction area (~45 ac) for wetlands and protected species or environmental conditions that could be a constraint for the construction project.
2) Flag the wetlands within the project area.
3) Produce a letter report and associated figures that will summarize the assessment findings, potential surveys, permitting, and species relocation strategies if required.

Subsurface Utility Engineering (SUE) Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements.

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 30% or 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities ('Red/Green/Browns') and resolution of any identified conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations. MEAD & HUNT will request updated Red/Green/Browns from the utility companies if the design significantly changes prior to final plans.

Site Reconnaissance

MEAD & HUNT will conduct up to two (2) site visits to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding and goals, design alternatives, planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

Upon completion of QA/QC, a draft PDR 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 PDR review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase review comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

Upon completion of QA/QC, the 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. 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 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design Development

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two (2) week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design Development

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design Development

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by OWNER. Other costs such as wetland/surface water mitigation, threatened and endangered species relocation, land leases, and other expenses resulting from permits will be paid by OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency required or recommended public noticing, if not provided by agency.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to two (2) Requests for Additional Information (RAI) as part of the permit application process.

Florida Department of Environmental Protection

MEAD & HUNT will attend up to one (1) pre-application meeting with Florida Department of Environmental Protection (FDEP) to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting minutes for the meeting. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the following to FDEP in accordance with the specific permit requirements and input from the pre-application meeting:

- Application for a Specific Permit to Construct PWS Components

A draft permit application will be submitted to the CITY for review with the 60% design documents. After the 90% design has been reviewed and accepted by the CITY, the final permit application will be submitted to FDEP. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to two (2) Requests for Additional Information (RAI) as part of the permit application process. Follow up phone calls with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting

FDOT Permit

MEAD & HUNT will prepare and submit the following to FDOT in accordance with the specific permit requirements and input from the pre-application meeting:

- FDOT Utility Permit for S.R. 40

A draft permit application will be submitted to the OWNER for review with the 60% design documents. After the 90% design has been reviewed and accepted by the OWNER, the final permit application will be submitted to FDOT. The OWNER will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the OWNER.

MEAD & HUNT will respond to up to one (1) RAI as part of the permit application process. Follow up phone calls with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements.

Volusia County Right of Water Use (ROW) Permit

MEAD & HUNT will prepare and submit the following to Volusia County in accordance with the specific permit requirements and input from the pre-application meeting:

- ROW Use Permit for C.R. 2813 (also known as Airport Road)

A draft permit application will be submitted to the OWNER for review with the 60% design documents. After the 90% design has been reviewed and accepted by the OWNER, the final permit application will be submitted to FDOT. The OWNER will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the OWNER.

MEAD & HUNT will respond to up to one (1) RAI as part of the permit application process. Follow up phone calls with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements.

Deliverables – Permitting

- Final Environmental Resource Permit application
- Final FDEP PWS Permit
- Final FDOT Permit
- Final VC ROW Permit

PHASE 6 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience.

MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and totals. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Bid Award Attendance

MEAD & HUNT will attend OWNER Commission meeting for bid award and address questions regarding the recommendation of bid award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to Bid Documents
- Bid Tabulation
- Recommendation of Award

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid by MEAD & HUNT and are included in this phase Items included in this phase will be billed at actual cost plus 15%.

Geotechnical

Soil borings and geotechnical evaluation will be performed by Bechtol Engineering.

Land Surveying

Certified design survey will be performed by UPHAM.

Environmental

Biological assessments, mitigation planning and coordination, and Gopher tortoise survey will be completed by Zev Cohen.

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 site.
- Available data, drawings, and information related to the project.
- Review of (draft-final plans/specs/reports, etc.) within (weeks/months) of receipt.
- Protection of MEAD & HUNT-supplied digital information or data, if any, from contamination, misuse, or changes.

EXCLUSIONS, ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on discussions at the project scoping meeting and 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. This proposal specifically excludes all items not included or described herein.

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	*360 days*	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*30 days*	*Kick-off Meeting*
Phase 3 – Preliminary/Conceptual Design	*90 days*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*90 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*60 days*	*60% review meeting*
Task 3 – 100% Design	*60 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*60 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance	*30 days*	*OWNER approval of 100% deliverable*

The above timeframes *do not* include permitting agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is $495,237.00

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$38,061.00*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$14,382.00*	*Lump Sum*
Phase 3 – Preliminary Design	*$65,870.00*	*Lump Sum*
Phase 4 – Project Design	*$231,441.00*	*Lump Sum*
Phase 5 – Permitting Assistance	*$42,917.00*	*Lump Sum*
Phase 6 – Bidding Assistance	*$19,766.00*	*Lump Sum*
Subtotal	***$412,437.00***	
Phase 7 – Subconsultants/Reimbursables	*$82,800.00*	*Actual cost plus 15% administrative markup*
TOTAL	***$495,237.00***	

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 The City 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:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Matt Guzinski, PE	Name:	Brad T. Blais, PE
Title:	Project Engineer/Client Manager	Title:	Vice President
Date:	March 3, 2026	Date:	March 3, 2026

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.
email.

Mead & Hunt

CITY OF ORMOND BEACH
WESTERN STORAGE TANK AND PUMP STATION
ORMOND BEACH
ESTIMATED MANHOUR SCHEDULE
March 5, 2026

Phase	Description	Principal	Senior Engineer	Engineer II	Technician II	Project Assistant II	Project Assistant I	Project Engineer	Senior Project Engineer	Engineer II	Project Engineer	Mileage	Total Task ($)
	Hourly Rate	$ 370.00	$ 237.00	$ 188.00	$ 150.00	$ 131.00	$ 99.00	$ 261.00	$ 301.00	$ 188.00	$ 261.00	$ 0.73	See Below
1	**Project Management**												
	Project Kick-Off Meeting	2	2	2									$ 1,590.00
	Project Coordination	18	35	30		20	12				14		$ 28,057.00
	Subconsultant Work Coordination (geotech, survey, CR, Bio, SUE)	4	10	10									$ 5,730.00
	Internal Kick-Off Meeting	2	2	2	2			1	1	1		$ 43.50	$ 2,683.50
	Subtotals	**26.0**	**49.0**	**44.0**	**2.0**	**20.0**	**12.0**	**1.0**	**1.0**	**1.0**	**14.0**	**$ 43.50**	**$ 38,061**
2	**Data Collection and Site Reconnaissance**												
	Utility Coordination	4	20	20		2							$ 10,242.00
	Site Reconnaissance	2	8	8									$ 4,140.00
	Subtotals	**6.0**	**28.0**	**28.0**	**0.0**	**2.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ -**	**$ 14,382.00**
3	**Preliminary Design**												
	Draft Preliminary Design Report	10	70	75	40	2		8	8	25			$ 49,848.00
	QA/QC Preliminary Design Report	2	5	5	5								$ 3,615.00
	Draft Preliminary Design Report Meeting	3	3	3				3	3			$ 43.50	$ 4,114.50
	Draft Preliminary Design Report Meeting Summary			4									$ 752.00
	Final Preliminary Design Report		8	8	5								$ 4,150.00
	QA/QC Final Design Report	2	2	2	2			2	2	2			$ 3,390.00
	Subtotals	**17.0**	**88.0**	**97.0**	**52.0**	**2.0**	**0.0**	**13.0**	**13.0**	**27.0**	**0.0**	**$ 43.50**	**$ 65,870**
4	**Project Design**												
Task 1	**60% Design Development**												
	60% Documents	10	70	100	130	5		40	40	40			$ 89,245.00
	60% QA/QC	4	20	30	20			10	10	10			$ 22,360.00
	60% Review Meeting	3	3	3	3			3	3	3		$ 43.50	$ 5,128.50
	60% Review Meeting Summary		4	4									$ 1,700.00
Task 2	**90% Design Development**												
	90% Documents	5	40	55	80			20	15	10			$ 45,285.00
	90% QAQC	4	20	30	20			10	10	10			$ 22,360.00
	90% Review Meeting	3	3	3	3			3	3	3			$ 5,085.00
	90% Review Meeting Summary		4	4								$ 43.50	$ 1,743.50
Task 3	**100% Design Development**												
	100% Documents	5	25	30	30			8	8	8			$ 23,915.00
	100% QAQC	2	10	10	10			4	4	4			$ 9,490.00
	100% Review Meeting	3	3	3	3			3	3	3		$ 43.50	$ 5,128.50
	Subtotals	**39.0**	**202.0**	**272.0**	**299.0**	**5.0**	**0.0**	**101.0**	**96.0**	**91.0**	**0.0**	**$ 130.50**	**$ 231,441**
5	**Permitting Assistance**												
	Environmental Resource Permit (FDEP or __WMD)	1	25	8	8	1				65			$ 21,350.00
	Pre-Application Meeting	2	2	2						2		$ 43.50	$ 2,009.50
	Environmental Resource Permit RAI		2	2						10			$ 2,730.00
	FDEP PWS	1	15	15	5	1							$ 7,626.00
	Pre-Application Meeting		2	2								$ 43.50	$ 893.50
	FDEP PWS Permit RAI		3	3	3	1							$ 1,856.00
	FDOT Permit	1	5	5	4	1							$ 3,226.00
	VC ROW	1	5	5	4	1							$ 3,226.00
													$ -
													$ -
												$ -	$ -
	Subtotals	**6.0**	**59.0**	**42.0**	**24.0**	**5.0**	**0.0**	**0.0**	**0.0**	**77.0**	**0.0**	**$ 87.00**	**$ 42,917.00**
6	**Bidding Assistance**												
	Bidding and Contract Documents	2	8	10	16			2	2	2			$ 8,416.00
	Bidding and Contract Documents QAQC		2	2	2								$ 1,150.00
	Prebid Meeting	3	3	3								$ 43.50	$ 2,428.50
	Addenda/um	4	8	5	4								$ 4,916.00
	Bid Opening		2	2								$ 43.50	$ 893.50
	Bid Review and Recommendation of Award		2	2		2							$ 1,112.00
	Bid Award Attendance		2	2									$ 850.00
	Subtotals	**9.0**	**27.0**	**26.0**	**22.0**	**2.0**	**0.0**	**2.0**	**2.0**	**2.0**	**0.0**	**$ 87.00**	**$ 19,766.00**
	TOTAL ALL TASKS	**103.0**	**453.0**	**509.0**	**399.0**	**36.0**	**12.0**	**117.0**	**112.0**	**198.0**	**14.0**	**$ 391.50**	**$ 412,437.00**
												Lump Sum Total	**$ 412,437.00**
12	**Subconsultant/Reimbursables Breakdown:**											Subs/Reimbursable	$ 82,800
												Contingency	
												GRAND TOTAL	**$ 495,237**

Description	Amount
Geotech Allowance	$ 20,000.00
Survey Allowance	$ 16,000.00
	$ -
ENV	$ 35,000.00

SUE Allowance	
Printing/Reproduction/Postage	$ 1,000.00
Total	**$ 72,000.00**


New Storage Tank
New High Service pump station
Airport Rd
Little Tomoka River
Granada Blvd
40

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.J.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Design and Bidding Services Western Wastewater Treatment Plant Equalization Basin and Master Lift Station		
Recommended Action	Staff recommends award of the work authorization for engineering services to Mead Hunt, for the not-to-exceed amount of $500,083.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

This is a request to award a work authorization to Mead & Hunt for design and bidding services for the Western Wastewater Treatment Plant Equalization Basin and Master Lift Station Project in the southwest service area of the City.

The City recently engaged the services of Mead & Hunt to update the wastewater collection system model with a specific emphasis of examining the needs of the western service area. This model includes all projected development in the West Ormond Utility Service Area. This model indicated the City would need to construct and operate a master lift station with equalization basin to help relieve force main pressure of new and existing developments. This master lift station will later be converted into the head works of a future wastewater treatment plant at the time need dictates construction of that facility.

This project was included as a recommended wastewater system improvement in Mead & Hunt's 2025 Avalon Park Update; the estimated cost of construction is $5,400,000.00. Completion of this project will allow the City to meet its commitment to the future properties on the south side of SR 40, benefit the future phases of Hunter's Ridge, as well as create additional resiliency and better wastewater collection service in the southwest service area.

Financial Impact

A budget amendment in the amount of $500,083 will be required, funds are available from the Water and Wastewater Reserves.

Citizen Impact

The City has identified improvements needed to the western region’s utility infrastructure in order to provide adequate service to the new land use and proposed developments to ensure the City continues to maintain the same level of service to its existing citizens and to all utility customers located within the City's adopted Utility Service Area.

Attachments

1. 26-41 Engineering - Western Wastewater Treatment Plant Equalization Basin and Master Lift Station (P26-0029G)
2. Work Authorization - Mead & Hunt

RESOLUTION NO. 2026-41

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC., TO PROVIDE DESIGN AND BIDDING SERVICES REGARDING THE WESTERN WASTEWATER TREATMENT PLANT EQUALIZATION BASIN AND MASTER LIFT STATION 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 design and bidding services regarding the Western Wastewater Treatment Plant Equalization Basin and Master Lift Station 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 design and bidding services for the aforedescribed project at a cost not to exceed $500,083.00 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 funds for the payment of the Project in the amount of $500,083.00 will be appropriated to the Water and Wastewater Reserve Fund through a budget amendment 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 proposal submitted by Mead & Hunt, Inc. to provide design and bidding services regarding the Western Wastewater Treatment Plant Equalization Basin and Master Lift Station project at a cost not to exceed $500,083.00 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 design and bidding services for the Project at the said price, and to pay the cost therefore from the Water and Wastewater Reserve Fund.

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

APPROVED AND AUTHENTICATED this 24th day of March, 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: Western Wastewater Treatment Plan Equalization Basin & Master Lift Station – Design & Bidding Services

Project Description: Civil engineering services to include design and bidding assistance for the construction of a Master Lift Station (MLS) and Flow Equalization (FEQ) basin for the western portion of the City's service area, as detailed in the attached proposal dated March 3, 2026.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management	Fixed Fee	$44,978.00
Data Collection	Fixed Fee	$14,382.00
Preliminary/Conceptual Design	Fixed Fee	$67,750.00
Project Design	Fixed Fee	$245,506.00
Permitting Assistance	Fixed Fee	$31,027.00
Bidding Assistance	Fixed Fee	$19,390.00
Subconsultants & Reimbursables	Actual Cost	$77,050.00
Total Fee Authorized:	**Not to Exceed**	**$500,083.00**

Funding Source: Water & Wastewater Reserves

Estimated Time for Completion: 26 Months (780 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.

March 3, 2026

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

Email: Shawn.Finley@ormondbeach.org
Hard Copy Mailed Only on Request

Subject: City of Ormond Beach Western WWTP EQ Basin and MLS Design & Bidding Services

Dear Shawn,

In accordance with your request, we are pleased to offer the enclosed Professional Services Agreement, Scope of Services and fee estimate for the above-mentioned project. The project involves construction of a Master Lift Station (MLS) and Flow Equalization (FEQ) basin for the western portion of the City's service area. This project is identified in the City's Western Service Area Master Plan. The enclosed scope of services and fee estimate includes design, permitting and bidding assistance.

The proposed MLS and FEQ basin will serve to initially provide flow equalization from new developments in the western service area. This equalization will enable existing sewage transmission infrastructure to accommodate average and peak flows. Upon completion of the proposed membrane bioreactor (MBR) sewage treatment plant on this site, the FEQ basin will regulate peak flows into the MBR treatment process.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Vice President

Matt Guzinski, PE
Project Engineer/Client Manager

BTB/MDG:dp

CITY OF ORMOND BEACH
SCOPE OF SERVICES
FOR
WESTERN WWTP EQ BASIN AND MLS DESIGN & BIDDING SERVICES

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 CITY desires professional services for a new Master Lift Station and Equalization Basin located off Airport Road. The proposed Master Lift Station (MLS) and Flow Equalization (FEQ) basin will serve to initially provide flow equalization from new developments in the western service area. This equalization will enable existing sewage transmission infrastructure to accommodate average and peak flows. Upon completion of the proposed membrane bioreactor (MBR) sewage treatment plant on this site, the FEQ basin will regulate peak flows into the MBR treatment process.

The OWNER owns the site and has completed initial survey and environmental assessments for the site and a conceptual site plan for the storage tank and pump station is included herein.

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 twelve (12) month project duration. The PM will manage the development of project work and subconsultant efforts.

Subconsultant Work Coordination

MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Geotechnical

Soil borings and geotechnical evaluation will be performed by Bechtol Engineering and Testing, Inc. (BET) BET is to provide geotechnical services at the above referenced site. The purpose of BET's services would be to evaluate physical and strength characteristics of subsurface materials encountered by test borings within the probable construction area of a new 0.75 MG equalization basin and associated improvements, and based on these characteristics, to render opinions as to the overall site subsurface conditions and the material's potential reaction to proposed construction activities. Based on the results of field and laboratory studies, BET will issue a geotechnical letter report summarizing their findings and evaluations, and providing earthwork, foundation and pavement section related recommendations.

Land Surveying

Certified design survey will be performed by UPHAM. Surveyor will perform two separate topographic surveys and drawings of the remaining approximate 600 ft of Parcel “A” East of Airport Road and Parcel “B” West of Airport Road pursuant to Chapter 61G17-6 FAC, Section 472.027 FS and in compliance with the Master Agreement between Client and Surveyor. The boundary monuments from the 2023 survey will be located and flagged to update the boundary survey. No other boundary work will be performed. The survey work will include elevations and a maximum 100 ft. grid including visible high and low points and any other visible change in grade over the approximate southerly 600 ft. Existing drainage features and structures will be located within the parcel and 25 ft. outside of the boundary. Surveyor will utilize its 2023 survey as the roadway segments for Airport Road and SR 40 route location were surveyed at that time. Surveyor will verify if any changes have been made and locate improvements and elevations. Wetlands points delineated by others will be located and tied into the boundary. The surveyed points with the bearing and distance for each line segment will be calculated and plotted on each survey drawing.

Two separate survey drawings will be prepared to indicate the flagged boundary monuments, visible physical improvements, flood zone areas, and topography with ground spot elevations and one-foot contour interval in NAD83 state plane coordinates and NAVD 1998 vertical datum. Two horizontal and vertical benchmarks will be set for each parcel and indicated on the survey drawings.

Biological

Biological assessment will be performed by Zev Cohen & Associates.
Assessment for Wetlands and Protected Species will consist of:

1) Site visit to review the proposed construction area (~45 ac.) for wetlands and protected species or environmental conditions that could be a constraint for the construction project.
2) Flag the wetlands within the project area.
3) Produce a letter report and associated figures that will summarize the assessment findings,

potential surveys, permitting, and species relocation strategies if required.

Subsurface Utility Engineering (SUE) Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements.

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 30% or 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities ('Red/Green/Browns') and resolution of any identified conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations. MEAD & HUNT will request updated Red/Green/Browns from the utility companies if the design significantly changes prior to final plans.

Site Reconnaissance

MEAD & HUNT will conduct up to two (2) site visits to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding and goals, design alternatives, planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

Upon completion of QA/QC, a draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two (2) week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase review comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.
Upon completion of QA/QC, the 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. 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 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design Development

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. 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 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design Development

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design Development

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by OWNER. Other costs such as wetland/surface water mitigation, threatened and endangered species relocation, land leases, and other expenses resulting from permits will be paid by OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency required or recommended public noticing, if not provided by agency.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to two (2) Requests for Additional Information (RAI) as part of the permit application process.

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to two (2) Requests for Additional Information (RAI) as part of the permit application process.

FDOT Permit

MEAD & HUNT will prepare and submit the following to FDOT in accordance with the specific permit requirements and input from the pre-application meeting:

- FDOT Utility Permit for S.R. 40

A draft permit application will be submitted to the OWNER for review with the 60% design documents. After the 90% design has been reviewed and accepted by the OWNER, the final permit application will be submitted to FDOT. The OWNER will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the OWNER.

MEAD & HUNT will respond to up to one (1) RAI as part of the permit application process. Follow up phone calls with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements.

Volusia County Right of Water Use (ROW) Permit

MEAD & HUNT will prepare and submit the following to Volusia County in accordance with the specific permit requirements and input from the pre-application meeting:

- ROW Use Permit for C.R. 2813 (also known as Airport Road)

A draft permit application will be submitted to the OWNER for review with the 60% design documents. After the 90% design has been reviewed and accepted by the OWNER, the final permit application will be submitted to FDOT. The OWNER will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the OWNER.

MEAD & HUNT will respond to up to one (1) RAI as part of the permit application process. Follow up phone calls with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements.

Deliverables – Permitting

- Final Environmental Resource Permit application
- Final FDEP Wastewater Collection System Permit application
- Final FDOT Permit
- Final VC ROW Permit

PHASE 6 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and totals. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Bid Award Attendance
MEAD & HUNT will attend OWNER Commission meeting for bid award and address questions regarding the recommendation of bid award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to Bid Documents
- Bid Tabulation
- Recommendation of Award

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid by OWNER and are included in this phase. Items included in this phase will be billed at actual cost plus 15%.

Geotechnical
Soil borings and geotechnical evaluation will be performed by Bechtol Engineering.

Land Surveying
Certified design survey will be performed by UPHAM.

Environmental
Biological assessments, mitigation planning and coordination, and Gopher tortoise survey will be completed by Zev Cohen & Associates.

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 site.
- Available data, drawings, and information related to the project.
- 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 project scoping meeting and 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.

- Basis of design assumptions

- Basis of design limitations

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	*360 days*	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*30 days*	*Kick-off Meeting*
Phase 3 – Preliminary/Conceptual Design	*90 days*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*90 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*60 days*	*60% review meeting*
Task 3 – 100% Design	*60 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*60 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance	*30 days*	*OWNER approval of 100% deliverable*

The above timeframes *do not* include permitting agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$500,083.**

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$44,978*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$14,382*	*Lump Sum*
Phase 3 – Preliminary Design	*$67,750*	*Lump Sum*
Phase 4 – Project Design	*$245,506*	*Lump Sum*
Phase 5 – Permitting Assistance	*$31,027*	*Lump Sum*
Phase 6 – Bidding Assistance	*$19,390*	*Lump Sum*
Subtotal	***$423,033***	
Phase 7 – Subconsultants/Reimbursables	*$77,050*	*Actual cost*
TOTAL	***$500,083***	

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 the City 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:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Matt Guzinski, PE	Name:	Brad Blais, PE
Title:	Project Engineer/Client Manager	Title:	Vice President
Date:	March 3, 2026	Date:	March 3, 2026

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.

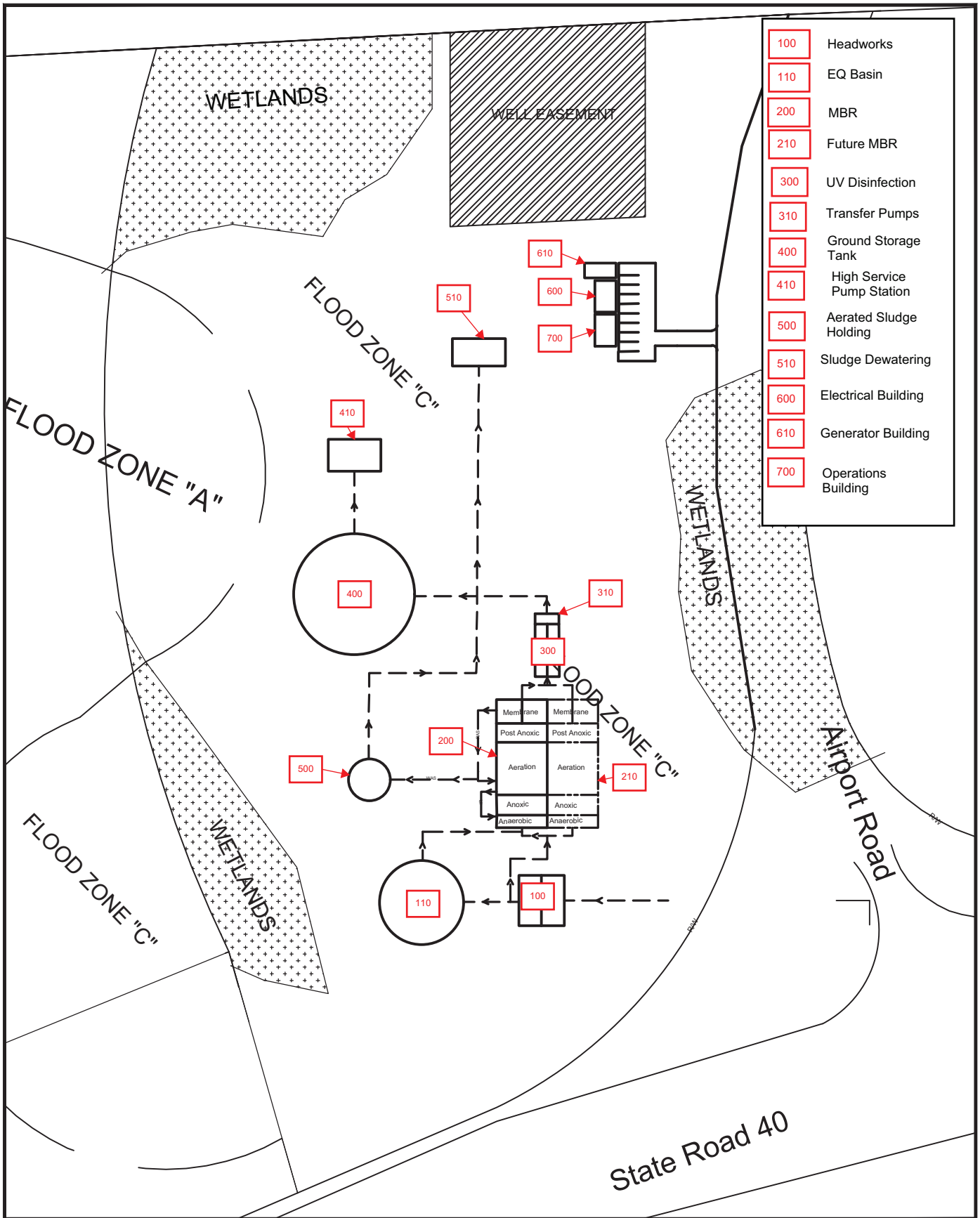
IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF ORMOND BEACH, 22 S. BEACH STREET, ORMOND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

Mead & Hunt

CITY OF ORMOND BEACH
WESTERN WWTP EQ BASIN AND MLS
ORMOND BEACH
ESTIMATED MANHOUR SCHEDULE
March 5, 2026

Phase	Description	Principal	Senior Engineer	Engineer II	Technician II	Project Assistant II	Project Assistant I	Project Engineer	Senior Project Engineer	Engineer II	Project Engineer	Mileage	Total Task ($)
	Hourly Rate	$ 370.00	$ 237.00	$ 188.00	$ 150.00	$ 131.00	$ 99.00	$ 261.00	$ 301.00	$ 188.00	$ 261.00	$ 0.73	See Below
1	**Project Management**												
	Project Kick-Off Meeting	4	2	2									$ 2,330.00
	Project Coordination	24	40	30		20	40				14		$ 34,234.00
	Subconsultant Work Coordination (geotech, survey, CR, Bio, SUE)	4	10	10									$ 5,730.00
	Internal Kick-Off Meeting	2	2	2	2			1	1	1		$ 43.50	$ 2,683.50
	Subtotals	**34.0**	**54.0**	**44.0**	**2.0**	**20.0**	**40.0**	**1.0**	**1.0**	**1.0**	**14.0**	**$ 43.50**	**$ 44,978**
2	**Data Collection and Site Reconnaissance**												
	Utility Coordination	4	20	20		2							$ 10,242.00
	Site Reconnaissance	2	8	8									$ 4,140.00
	Subtotals	**6.0**	**28.0**	**28.0**	**0.0**	**2.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ -**	**$ 14,382.00**
3	**Preliminary Design**												
	Draft Preliminary Design Report	10	70	80	40	2		8	8	30			$ 51,728.00
	QA/QC Preliminary Design Report	2	5	5	5								$ 3,615.00
	Draft Preliminary Design Report Meeting	3	3	3				3	3			$ 43.50	$ 4,114.50
	Draft Preliminary Design Report Meeting Summary			4									$ 752.00
	Final Preliminary Design Report		8	8	5								$ 4,150.00
	QA/QC Final Design Report	2	2	2	2			2	2	2			$ 3,390.00
	Subtotals	**17.0**	**88.0**	**102.0**	**52.0**	**2.0**	**0.0**	**13.0**	**13.0**	**32.0**	**0.0**	**$ 43.50**	**$ 67,750**
4	**Project Design**												
Task 1	**60% Design Development**												
	60% Documents	24	80	100	130	5		40	40	40			$ 96,795.00
	60% QA/QC	8	20	30	20			10	10	10			$ 23,840.00
	60% Review Meeting	4	3	3	3			3	3	3		$ 43.50	$ 5,498.50
	60% Review Meeting Summary		4	4									$ 1,700.00
Task 2	**90% Design Development**												
	90% Documents	8	40	60	80			20	20	10			$ 48,840.00
	90% QAQC	4	20	30	20			10	10	10			$ 22,360.00
	90% Review Meeting	3	3	3	3			3	3	3			$ 5,085.00
	90% Review Meeting Summary		4	4								$ 43.50	$ 1,743.50
Task 3	**100% Design Development**												
	100% Documents	8	25	30	30			8	8	8			$ 25,025.00
	100% QAQC	2	10	10	10			4	4	4			$ 9,490.00
	100% Review Meeting	3	3	3	3			3	3	3		$ 43.50	$ 5,128.50
	Subtotals	**64.0**	**212.0**	**277.0**	**299.0**	**5.0**	**0.0**	**101.0**	**101.0**	**91.0**	**0.0**	**$ 130.50**	**$ 245,506**
5	**Permitting Assistance**												
	Environmental Resource Permit (FDEP or __WMD)	1	8	8	8	1				45			$ 13,561.00
	Pre-Application Meeting	2	2	2						2		$ 43.50	$ 2,009.50
	Environmental Resource Permit RAI		2	2						8			$ 2,354.00
	FDEP Wastewater Collection System Permit	1	8	8		1							$ 3,901.00
	Pre-Application Meeting		2	2								$ 43.50	$ 893.50
	FDEP Wastewater Collection System Permit RAI		3	3	3	1							$ 1,856.00
	FDOT Permit	1	5	5	4	1							$ 3,226.00
	VC ROW	1	5	5	4	1							$ 3,226.00
													$ -
													$ -
												$ -	$ -
	Subtotals	**6.0**	**35.0**	**35.0**	**19.0**	**5.0**	**0.0**	**0.0**	**0.0**	**55.0**	**0.0**	**$ 87.00**	**$ 31,027.00**
6	**Bidding Assistance**												
	Bidding and Contract Documents	2	8	8	16			2	2	2			$ 8,040.00
	Bidding and Contract Documents QAQC		2	2	2								$ 1,150.00
	Prebid Meeting	3	3	3								$ 43.50	$ 2,428.50
	Addenda/um	4	8	5	4								$ 4,916.00
	Bid Opening		2	2								$ 43.50	$ 893.50
	Bid Review and Recommendation of Award		2	2		2							$ 1,112.00
	Bid Award Attendance		2	2									$ 850.00
	Subtotals	**9.0**	**27.0**	**24.0**	**22.0**	**2.0**	**0.0**	**2.0**	**2.0**	**2.0**	**0.0**	**$ 87.00**	**$ 19,390.00**
	TOTAL ALL TASKS	**136.0**	**444.0**	**510.0**	**394.0**	**36.0**	**40.0**	**117.0**	**117.0**	**181.0**	**14.0**	**$ 391.50**	**$ 423,033**
												Lump Sum Total	**$ 423,033**
												Subs/Reimbursable	$ 77,050
												Contingency	
												GRAND TOTAL	**$ 500,083**

12	**Subconsultant/Reimbursables Breakdown:**	
	Description	Amount
	Geotech Allowance	$ 20,000.00
	Survey Allowance	$ 16,000.00
	ENV	$ 30,000.00
	SUE Allowance	
	Printing/Reproduction/Postage	$ 1,000.00
	Total	**$ 67,000.00**



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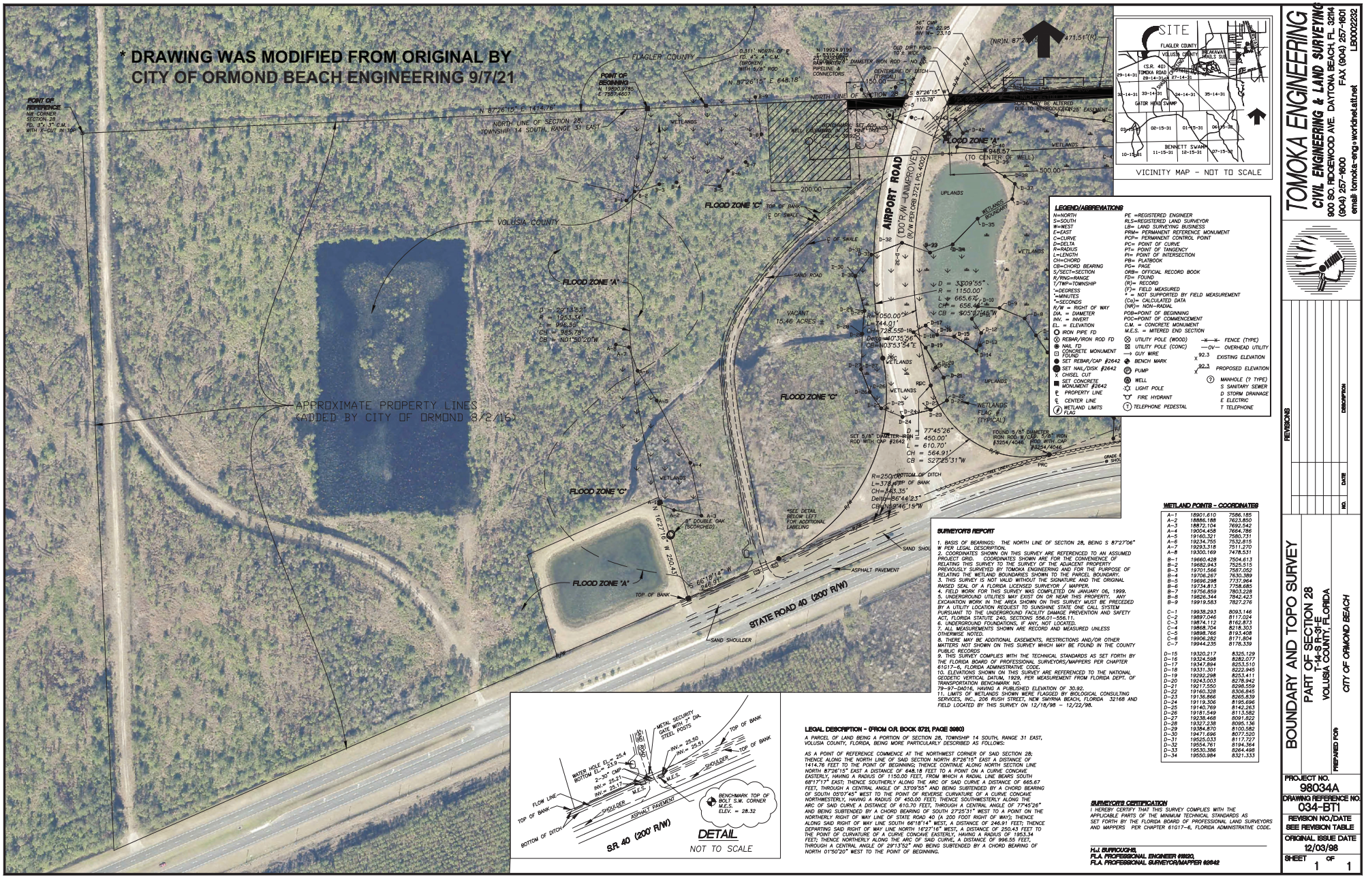
OB Western WWTP Membrane Bioreactor Site Plan

FIGURE 11



LEGEND/ABBREVIATIONS

N=NORTH
S=SOUTH
W=WEST
E=EAST
C=CURVE
D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING
S/SECT=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP
°=DEGRESS
'=MINUTES
"=SECONDS
R/W = RIGHT OF WAY
DIA. = DIAMETER
INV. = INVERT
EL. = ELEVATION
IRON PIPE FD
REBAR/IRON ROD FD
NAIL FD
CONCRETE MONUMENT FOUND
SET REBAR/CAP #2642
SET NAIL/DISK #2642
CHISEL CUT
SET CONCRETE MONUMENT #2642
PROPERTY LINE
CENTER LINE
WETLAND LIMITS
FLAG

PE =REGISTERED ENGINEER
RLS=REGISTERED LAND SURVEYOR
LB= LAND SURVEYING BUSINESS
PRM= PERMANENT REFERENCE MONUMENT
PCP= PERMANENT CONTROL POINT
PC= POINT OF CURVE
PT= POINT OF TANGENCY
PI= POINT OF INTERSECTION
PB= PLATBOOK
PG= PAGE
ORB= OFFICIAL RECORD BOOK
FD= FOUND
(R)= RECORD
(F)= FIELD MEASURED
* = NOT SUPPORTED BY FIELD MEASUREMENT
(Cα)= CALCULATED DATA
(NR)= NON-RADIAL
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
C.M. = CONCRETE MONUMENT
M.E.S. = MITERED END SECTION
UTILITY POLE (WOOD)
UTILITY POLE (CONC)
GUY WIRE
BENCH MARK
PUMP
WELL
LIGHT POLE
FIRE HYDRANT
TELEPHONE PEDESTAL
FENCE (TYPE)
OVERHEAD UTILITY
92.3 EXISTING ELEVATION
92.3 PROPOSED ELEVATION
MANHOLE (? TYPE)
S SANITARY SEWER
D STORM DRAINAGE
E ELECTRIC
T TELEPHONE

SURVEYOR'S REPORT

1. BASIS OF BEARINGS: THE NORTH LINE OF SECTION 28, BEING S 87°27'06" W PER LEGAL DESCRIPTION.
2. COORDINATES SHOWN ON THIS SURVEY ARE REFERENCED TO AN ASSUMED PROJECT GRID. COORDINATES SHOWN ARE FOR THE CONVENIENCE OF RELATING THIS SURVEY TO THE SURVEY OF THE ADJACENT PROPERTY PREVIOUSLY SURVEYED BY TOMOKA ENGINEERING AND FOR THE PURPOSE OF RELATING THE WETLAND BOUNDARIES SHOWN TO THE PARCEL BOUNDARY.
3. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
4. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 06, 1999.
5. UNDERGROUND UTILITIES MAY EXIST ON OR NEAR THIS PROPERTY. ANY EXCAVATION WORK IN THE AREA SHOWN ON THIS SURVEY MUST BE PRECEDED BY A UTILITY LOCATION REQUEST TO SUNSHINE STATE ONE CALL SYSTEM PURSUANT TO THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, FLORIDA STATUTE 240, SECTIONS 556.01-556.11.
6. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
7. ALL MEASUREMENTS SHOWN ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.
8. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
9. THIS SURVEY COMPLIES WITH THE TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS/MAPPERS PER CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.
10. ELEVATIONS SHOWN ON THIS SURVEY ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929, PER MEASUREMENT FROM FLORIDA DEPT. OF TRANSPORTATION BENCHMARK NO. 79-97-DA016, HAVING A PUBLISHED ELEVATION OF 30.92.
11. LIMITS OF WETLANDS SHOWN WERE FLAGGED BY BIOLOGICAL CONSULTING SERVICES, INC., 206 RUSH STREET, NEW SMYRNA BEACH, FLORIDA 32168 AND FIELD LOCATED BY THIS SURVEY ON 12/18/98 - 12/22/98.

WETLAND POINTS - COORDINATES

A-1	18901.610	7586.185
A-2	18886.188	7623.850
A-3	18872.104	7692.542
A-4	19004.458	7664.786
A-5	19160.321	7580.731
A-6	19234.755	7532.815
A-7	19293.318	7511.270
A-8	19300.169	7478.531
B-1	19660.428	7504.613
B-2	19682.943	7525.515
B-3	19701.566	7587.052
B-4	19706.267	7630.389
B-5	19696.298	7737.964
B-6	19734.813	7758.685
B-7	19756.859	7803.228
B-8	19826.344	7842.423
B-9	19919.583	7827.276
C-1	19938.293	8093.146
C-2	19897.046	8117.024
C-3	19874.112	8162.873
C-4	19868.704	8218.303
C-5	19898.766	8193.408
C-6	19906.282	8171.804
C-7	19944.235	8178.339
D-15	19320.217	8325.129
D-16	19324.598	8282.077
D-17	19347.894	8253.510
D-18	19331.301	8222.945
D-19	19292.298	8253.411
D-20	19243.003	8278.942
D-21	19217.550	8298.559
D-22	19160.328	8306.845
D-23	19136.866	8265.839
D-24	19119.306	8195.696
D-25	19140.769	8142.263
D-26	19181.549	8113.582
D-27	19238.468	8091.822
D-28	19327.238	8085.136
D-29	19384.870	8100.582
D-30	19471.696	8077.520
D-31	19525.033	8117.727
D-32	19554.761	8194.364
D-33	19530.396	8264.498
D-34	19550.984	8321.333

LEGAL DESCRIPTION - (FROM O.R. BOOK 3721, PAGE 0003)

A PARCEL OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF SAID SECTION NORTH 87°26'15" EAST A DISTANCE OF 1414.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG NORTH SECTION LINE NORTH 87°26'15" EAST A DISTANCE OF 648.18 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1150.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 68°17'17" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 665.67 FEET, THROUGH A CENTRAL ANGLE OF 33°09'55" AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°07'45" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.70 FEET, THROUGH A CENTRAL ANGLE OF 77°45'26" AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°25'31" WEST TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 40 (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 66°18'14" WEST, A DISTANCE OF 246.91 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 16°27'16" WEST, A DISTANCE OF 250.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1953.34 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 996.55 FEET, THROUGH A CENTRAL ANGLE OF 29°13'52" AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°30'20" WEST TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY COMPLIES WITH THE APPLICABLE PARTS OF THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS PER CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

H.J. BURROUGHS,
F.L.A. PROFESSIONAL ENGINEER #19820,
F.L.A. PROFESSIONAL SURVEYOR/MAPPER #2642

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
900 SO. ROCKEWOOD AVE. DAYTONA BEACH, FL. 32114
(904) 257-1600 FAX (904) 257-1601
email: tomoka-eng@worldnet.att.net
LB0002232

REVISIONS

NO.	DATE	DESCRIPTION

BOUNDARY AND TOPO SURVEY

PART OF SECTION 28
T-14 S-R-31-E
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
CITY OF ORMOND BEACH

PROJECT NO.
98034A

DRAWING REFERENCE NO.
034-BT1

REVISION NO./DATE
SEE REVISION TABLE

ORIGINAL ISSUE DATE
12/03/98

SHEET 1 OF 1

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.K.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Yellowstone Landscape Athletic Field Maintenance Contract Amendment		
Recommended Action	Staff recommends approval of both contract verbiage changes to the Athletic Field Maintenance contract with Yellowstone Landscape, Inc.		
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 a request to approve an amendment to the City's existing contract with Yellowstone Landscape regarding 2 contract verbiage changes.

Staff works closely with Yellowstone to ensure the City receives the best sports field maintenance services at the best possible price. The contract stipulates additional costs will be in accordance with the executed contract's unit costs or as otherwise negotiated by City staff for additional site maintenance, not presently included within the contract. Staff conducted due diligence between past and current sites to assure the City is receiving full value.

Contract Verbiage Changes

- The amendment extends the non-renewal notice requirement from 90 days to 180 days, moving the Athletic Field Maintenance contract renewal notice deadline to October 3.
- The amendment revises the CPI adjustment period and moves the contractor's deadline to request a rate adjustment to March 1. All other CPI increase terms remain the same.

Financial Impact

The requested amendment results in no monetary adjustment. Funding from the General Fund remains at $665,600.35.

Citizen Impact

Residents, businesses, and visitors benefit from the City’s well-maintained athletic surfaces.

Attachments

1. 26-42 Athletic Field maint - Austin Outdoor Amend & Restate (P26-0023G)
2. Yellowstone Athletic Field Maint Agr
3. Austin Outdoor (Yellowstone) Athletic Field Contract (1)
4. Insurance Certificate (9)

RESOLUTION NO. 2026-42

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF AGREEMENT FOR ATHLETIC FIELD MAINTENANCE SERVICES WITH AUSTIN OUTDOOR, LLC d/b/a YELLOWSTONE LANDSCAPE; 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 an Amendment And Restatement of Agreement for Athletic Field Maintenance Services with Austin Outdoor, LLC d/b/a Yellowstone Landscape. A copy of said Amendment is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AMENDMENT AND RESTATEMENT OF AGREEMENT FOR ATHLETIC FIELD MAINTENANCE 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 **Austin Outdoor, LLC d/b/a Yellowstone Landscape** ("Contractor"), 1077 Derbyshire 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:

WHEREAS, the City and Contractor entered into an agreement for athletic field maintenance services dated March 17, 2015; and

WHEREAS, the City and Contractor entered into an Amendment and Restatement of Agreement dated June 2, 2015; and

WHEREAS, the City and Contractor entered into an Amendment to Agreement dated November 17, 2015; and

WHEREAS, the City and Contractor wish to amend the provisions for contract renewal notice and the deadline to request CPI increases, and incorporates these amendments, along with all others into an Amendment and Restatement Agreement, and,

WHEREAS, the City and Contractor wish to amend and restate the Agreement in its entirely to state as follows:

1. **Scope of Work.** The Invitation to Bid dated June 12, 2014 ("Athletic Field Maintenance Service, 2014-15"), attached hereto as Exhibit "A", and "Equipment to be Purchased by Austin Outdoor", attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years beginning on April 1, 2015 and will be automatically renewed for additional one (1) year periods unless either party provides at least one hundred eighty (180) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.**
   A. Contractor will submit a monthly invoice to the City for Part 1 (Base Bid Schedule) at 1/12 of the cost of the total base bid. Contractor will submit an invoice to the City for Part 2 (Additive Alternate) per unit prices based on actual work performed. Invoices shall be based on the prices set forth on Exhibit "A" and

submitted to City at the end of the month. Invoices will be processed by City in a timely manner, and if all conditions of the Agreement have been met, payment will be made to Contractor no later than thirty (30) days after City's approval.

B. Contractor shall purchase the equipment "as is" at the prices set forth on Exhibit "B" having a total value of $96,175.00. For the first twelve (12) months of the Agreement, Contractor's invoices to City shall reflect a credit of $8,062.31. In the event the Agreement is terminated within the first twelve (12) months, Contractor will sell the same equipment back to the City for the amount of all installment payments made to the date of termination ($8,062.31 x the number of months paid by the contractor). All equipment must be in operating condition and substantially the same condition as when it was first received by the Contractor, normal wear and use excepted. The parties agree to execute any and all documents necessary to effectuate the sale of the equipment listed on Exhibit "B"

C. Upon termination of the Agreement after twelve (12) months, City has the option to buy back the equipment listed on Exhibit "B" from Contractor at the fair market value at the time of termination.

D. Contractor shall lease 900 square feet (approximate) of storage space within the Nova Community Center, Athletic Fields Maintenance Building (400 N. Nova Road) and the 7,000 square feet (approximate) of storage space outside the Ormond Beach Sports Complex, Athletic Fields Maintenance Building (700 Hull Road) for $772.00 per month. Contractor shall indicate the $772.00 as a credit towards its monthly maintenance invoice.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement.**
   (a) The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
   (b) The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event, the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.
   (c) This Agreement may not be terminated by the Contractor, except as provided by Paragraph 2, intent not to renew, and the notice requirements therein.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit(s) attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Austin Outdoor, LLC d/b/a**
Joyce Shanahan, City Manager	**Yellowstone Landscape**
(copy to City Attorney)	Brian Weatherby, Branch Manager
22 South Beach Street	1077 Derbyshire Road
Ormond Beach, FL 32174	Daytona Beach, FL 32111

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all

liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim..

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

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

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

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

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other

person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

19. **Requirements for Certificates of Insurance.**

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and

insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

25. **Verification of Employment Status Using E-Verify System**
(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien

who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

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

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

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

27. **Cost Adjustment.** No later than March 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 calendar year. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission, shall take effect on October 1 of the year in which approved.

28. **Leased Premises.**

(a) Contractor shall lease from the City approximately 900 square feet of space within the Nova Community Center, Athletic Fields Maintenance Building (400 N. Nova Road) for storage of Contractor's equipment utilized in the

performance of this Agreement. The leased area is depicted in Exhibit "C". Contractor is responsible for installation of fencing to secure its inside storage space. Contractor shall use its own entrance to and from the inside storage space and shall not enter any area that is not leased to Contractor. Contractor is responsible for keeping its property safe, locked and secure. Contractor shall provide the City with a key to the leased area for emergency purposes and general maintenance. Upon the end of the Agreement term or its termination, the City, at its option, is entitled to keep the installed fencing, or request its removal and the property to be restored to its pre-leased condition, normal wear and tear excepted. City shall not be liable for injury or damage to the property of the Contractor or personal injury to its employee's, invitees, patrons occurring in or about the premises caused by or resulting from anyone or any peril whatsoever which may affect the premises or property, including, without limitation, fire, water, rain, vandalism, theft or any act of God.

(b) Contactor shall lease approximately 7,000 square feet of vacant space located outside the Ormond Beach Sports Complex, Athletic Fields Maintenance Building (700 Hull Road) and as depicted in Exhibit "D". The purpose of the storage area is to provide storage for the Contractor's equipment needed for its maintenance agreements with the City, including trucks, trailers, and other equipment. Contractor is responsible for installation of fencing, at its own expense, to secure its outside storage area. Contractor shall use its own entrance to and from the outside storage area. Contractor is responsible for keeping its property safe, locked and secure. Contractor shall provide the City with a key to the leased area for emergency purposes and general maintenance. Upon the end of the Agreement term or its termination, the City, at its option, is entitled to keep the installed fencing, or request its removal and the property to be restored to its pre-leased condition, normal wear and tear excepted. City shall not be liable for injury or damage to the property of the Contractor or personal injury to its employee's, invitees, patrons occurring in or about the premises caused by or resulting from anyone or any peril whatsoever which may affect the premises or property, including, without limitation, fire, water, rain, vandalism, theft or any act of God. Contractor shall be liable to City for any adverse environmental conditions on City property created by Contractor, its use or storage of its equipment.

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

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____
Print Name: _____

By: _____
JASON LESLIE
Mayor

_____
Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2026.

Witnesses:

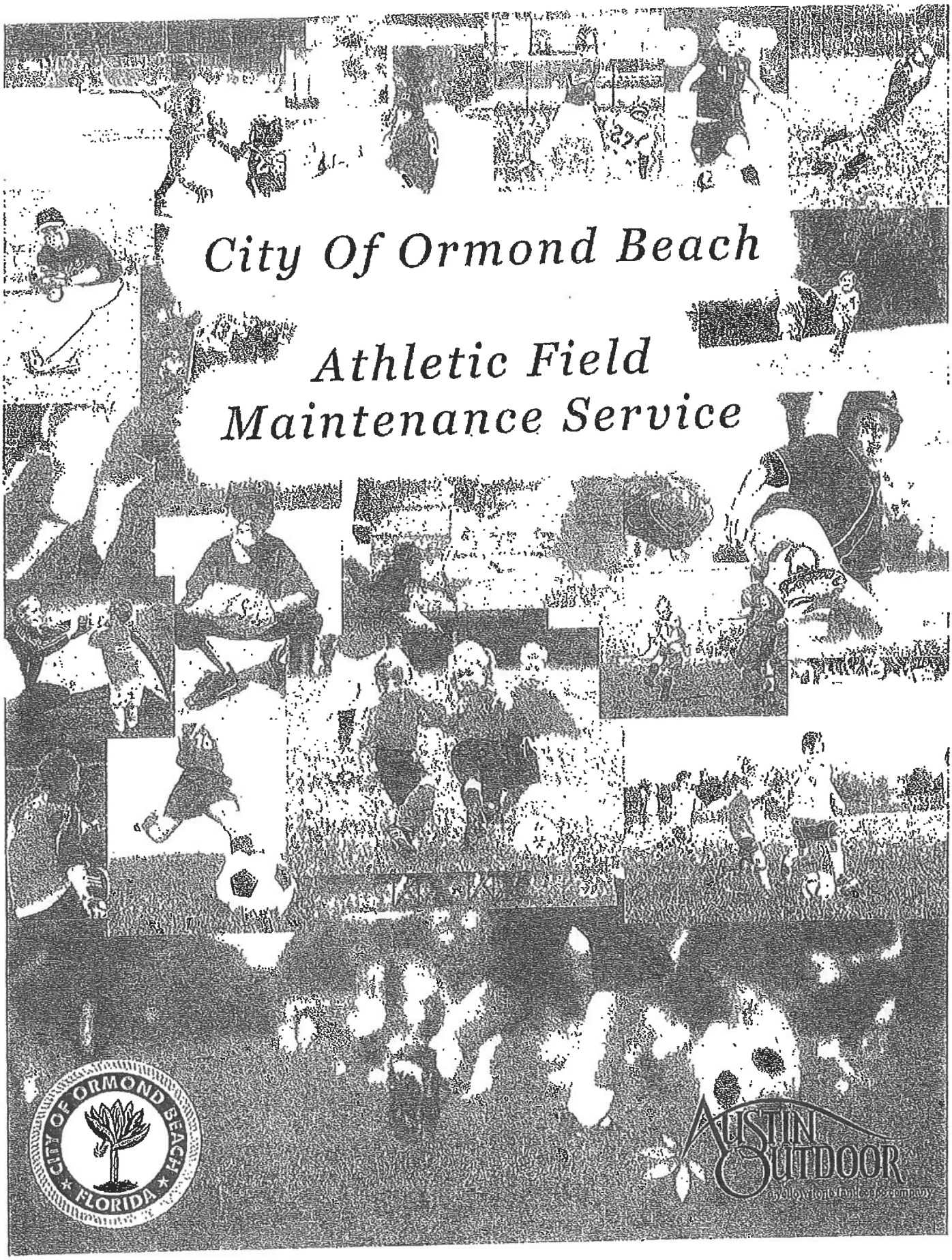
AUSTIN OUTDOOR, LLC
d/b/a Yellowstone Landscape

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

Attest: _____
Print Name: _____
Title: _____


City Of Ormond Beach
Athletic Field
Maintenance Service
CITY OF ORMOND BEACH
FLORIDA
AUSTIN OUTDOOR



Proposal

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

ORIGINAL

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Athletic Field Maintenance Service**

BID NUMBER: **2014-15**

BID OPENING DATE & TIME: **June 12, 2014 at 10:00 A.M.**

BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: **May 29, 2014 at 2:00 P.M. - Mandatory**

PRE-BID MEETING LOCATION: **Training Room at Human Resources Office, City Hall**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Austin Outdoor, LLC.

BIDDER'S MAILING ADDRESS: 3235 North State Street

CITY-STATE-ZIP: Bunnell, Florida

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-6072

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

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Barry Critcher
NAME (TYPED)

Business Development Manager
TITLE

06/12/14
DATED

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

GENERAL CONDITIONS

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

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

JESSICA LUNSFORD ACT COMPLIANCE: Bidder will be responsible for compliance with Section 1012.465, Florida Statutes (Jessica Lunsford Act).

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of One Hundred and Twenty (120) days unless otherwise specified.**

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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

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

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

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

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

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

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

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GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School (Jessica Lunsford Act compliance required).

SCHEDULE OF BID:

May 11, 2014	Legal Advertisement
May 29, 2014	**Mandatory** Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.
June 12, 2014	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of **three (3) years** starting on the commencement date and will be automatically renewed for additional **one (1) year periods** unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms. Commencement date is planned to coincide with the start of the City's next fiscal year on October 1, 2014.

BID DELIVERY: Submit **one (1) signed and unbound original** Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For questions regarding bid delivery contact the purchasing office at 386-676-3223.

TECHNICAL QUESTIONS: Submit all technical questions regarding this Bid to the City's Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, paul.macdonald@ormondbeach.org.

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

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

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BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Contractor doing work for the City of Ormond Beach, on City property shall be registered to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such insurance as is required by City ordinance, which shall be incorporated in and made part of the contract documents. This proof of insurance will be required prior to commencement of any on-site work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

City Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to turf grass by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

Supervision - the act, process, or function of supervising.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

SCOPE OF WORK AND SPECIFICATIONS – BASE BID ITEMS:

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School.

The proposed contractor will be responsible to maintain and properly care for approximately 71 acres of Bermuda grass. The Contractor shall assume all responsibility for mowing, edging, general clean up, fertilization and pest/fungal/weed control applications to keep the Bermuda sod healthy.

This written scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide Bermuda grass that is at all times attractive and uniformly manicured, which will reflect favorably upon the City and the Contractor.

BERMUDA GRASS MAINTENANCE

1. Ormond Beach Sports Complex – 56 Acres
2. Nova Community Park – 10 Acres
3. South Ormond Neighborhood Center – 2 Acres
4. Ormond Beach Middle School – 3 Acres (Jessica Lunsford Act compliance required)

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Mowing: All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 ¼". The contractor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings. The contractor will not be allowed to mow when the field is saturated, or the grass is too wet for proper distribution of cuttings. Mowing directions shall be alternated in different directions after each cycle mow. Contractor will be responsible for removing all litter and debris from all Bermuda grass areas prior to each mowing to prevent the scattering of foreign material on the playing surface. Contractor will be responsible for moving any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing, and for replacing those moved objects when mowing the area is completed.

March through October: All Bermuda grass shall be mowed three (3) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

November through February: All Bermuda grass shall be mowed two (2) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

Edging: All Bermuda grass adjacent to paved surfaces, sidewalks, landscape beds and/ or tree ring shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line and prevent encroachment. Edging shall occur with every mowing.

Clean up: All excessive grass trimmings and clippings will be collected and removed. All sidewalks will be blown off in order to remove all debris generated during the performance of the contract.

Any damage caused by the above maintenance activities (including the irrigation system), shall be repaired by the contractor at no additional cost to the City

Fertilization, Pest and Weed Control: The contractor will be responsible to apply fertilizer, insecticides, and herbicides to ensure the Bermuda grass is healthy, pest and weed free at all times. The chemicals used shall be applied only in accordance with the manufacturer's instructions. All products are to be applied in such a manner as to insure public safety. The vendor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations. The contractor shall be responsible for any damages caused by its spraying or broadcasting.

All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

The contractor shall provide the City Representitive with all product MSDS sheets prior to applications. The contractor shall provide a written schedule for staff approval. One approval is granted, the contractor shall provide (24) hour advance notice of their intent to start applications. Signs must be posted after each application identifying the chemicals applied.

Late February or Early March: 15-0-15 50% slow release with 1% Ronstar
60 Days after 1st application: 15-0-15 50% slow release with 1% Ronstar
May: Chipco Choice Slit injection for Mole Crickets
June: 15-0-15
August or September: 15-0-15 50% slow release with 1% Ronstar

November or December: Blue Tag Winter Rye overseeding (Alternate Bid Item)
December: 15-0-15

AS REQUIRED:

21-0-0, 0-0-62, 6-2-0 Milorganite, Limestone

Herbicides: Q-4, Sencor, Revolver, Speedzone Southern, Certainty

Insecticides: CrossCheck (Bifenthrin), Seven, Advion,

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

SCOPE OF WORK AND SPECIFICATIONS – ALTERNATE BID ITEMS:

IRRIGATION MAINTENANCE

The contractor shall be fully responsible to operate, maintain and adjust the run times of the irrigation controllers to ensure proper watering of all Bermuda grass. The contractor shall be responsible to maintain the entire irrigation system after the pump, backflow or curb stop and after the service panel.

Prior to the commencement of the maintenance program, the contractor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

The contractor shall run every irrigation zone valve twice per month to evaluate each zone for required repair. All repairs shall be made by utilizing the same manufacturer unless otherwise approved by the City. The contractor shall be required to make all repairs within a 24 hour period. Any form of damage to the irrigation system must be reported to the City Representative immediately upon discovery. The contractor will be responsible to document all materials and labor hours required to operate and maintain the irrigation systems.

OVERSEEDING TURF

The Contractor shall over seed all Bermuda grass a minimum of one (1X) time per year, starting in November or December, as approved by the City Representative with Blue Tag Winter Rye. Spread Winter Rye seed at a minimum rate of one (1) LB per thousand feet, spread in both directions to provide uniform coverage.

CORE AERATION /SPIKING OF TURF

The contractor shall core aerate the Bermuda grass a minimum of two (2X) times per year. Core aeration must be done in both directions to provide uniform coverage.

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VERTICAL MOWING

The contractor shall vertical mow the Bermuda grass one (1x) time per year from April to September, in one direction to control mat and thatch build up.

TOP DRESSING

The Contractor shall topdress the Bermuda grass with a 1/8 inch layer of sterile 50/50 premium sand to fill in voids that occur from use of the fields. The City Representative must approve the topdressing material prior to installation. Golf Specialties Inc. is a preferred material supplier (800) 340-8337

TURF RESTORATION

The Contractor shall be responsible for repairing the Bermuda grass by patching small damaged areas that occur during in season leagues to keep the field in optimum condition. The contractor shall remove the sod with the appropriate equipment (sod cutter or Koro), laser grade if necessary and install 419 Bermuda sod. The new sod must be properly rolled with an appropriate weight roller to level repair.

GENERAL MAINTENANCE TASKS

The contractor shall provide a sufficient number of supervised staff, seven (7) days a week, 365 days per year, to complete the maintenance duties as outlined below, or as directed by the City representative. The contractor is solely responsible to complete all tasks in a reasonable amount of time and/or to not disturb the scheduled use of the playing fields or facilities.

Soccer: Currently, we have 9 soccer fields. Each field may have up to 4 smaller soccer fields on each at the Sports Complex

- Initial layout/paint soccer fields for spring and fall seasons
- Paint soccer fields weekly throughout the spring and fall season
- Paint competitive soccer fields throughout the year
- Move soccer goals onto playing fields and sandbag daily
- Prepare soccer fields for games (i.e., install flags and move player benches)
- Inspect soccer nets and re-strap daily
- Remove/replace trash totes from soccer fields for contractor to empty three times per week
- Pickup loose trash on soccer fields daily
- Layout/paint soccer fields for annual tournaments
- Check fields for holes and fill with proper material daily

Football: Currently have 3 Multipurpose Fields at the Sports Complex

- Layout/paint lines and numbers for football field for all users
- Move bleachers into place as needed
- Install football field equipment for all games (i.e. pylons, yard markers, goal pads, player benches)
- Clean stadium bleachers for trash after each game day
- Put down protective carpets for games

- Remove protective carpets after games
- Clean press box as needed
- Layout and paint Rugby Fields as needed

Parking Lots/Common Areas:

- Pick up trash and debris daily
- Adjust parking curb stops as required
- Check signs
- Wash signs when needed

Playgrounds: Currently we have 2 Playgrounds at the Sports Complex

- Clean up trash daily
- Rake mulch under swings as needed
- Spread and rake sand in sand areas and sandbox as needed
- Blow sidewalks daily
- Empty trash receptacles into totes and place outside playground for contractor
- Check for loose and missing parts of playground apparatus
- Inspect pavers for proper location and reposition as required

Baseball: We currently have 4 Baseball Fields, 5 Batting Cages at the Sports Complex

- Prepare fields and clay for games and practices (i.e., lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Pick up trash daily
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Spread turface as required
- Apply crimson stone to warning tracks as needed
- Spray , remove weeds and edge warning tracks
- Repair fences and backstops as needed
- Inspect and prepare batting cages (i.e., level clay, lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Routinely check pitching mound height to see that it meets proper specifications
- Use backpack blower to eliminate accumulations of clay and turface along radius area weekly
- Inspect bleachers for safety routinely and hidden bee nests
- Provide total support required by Wendelstedt Umpire School
- Re-attach wind screens and batter's eye screens as needed
- Provide support for tournament user groups and organizations to prepare fields in between games
- Inspect and attach rail cap as needed

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T-Ball: Currently have 4 T-Ball Fields at the Sports Complex

- Prepare clay for practices
- Pick up trash daily
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Properly edge and remove vegetation along edges of all base lines and radius
- Blow out dugouts
- Empty trash receptacles into totes and place outside fields for contractor three times per
- Repair fences and backstops as needed
- Inspect bleachers for safety routinely and hidden bee nests
- Spread turface as required
- Apply or spread clay in low areas as needed
- Clean parking lot as needed
- Inspect and attach rail cap as needed

Softball: Currently we have 5 Softball Fields, 1 Batting Cage at the Sports Complex

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Apply or spread clay in low areas as needed
- Pick up trash
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely including hidden bee nests
- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines

Nova Community Center Fields and Amenities: We have 5 Baseball Fields, 5 Batting Cages, 3 Pavilions, Magic Forest Playground, 4 Handball Courts, 5 Tennis Courts, 2 Basketball Courts, Skate Park, interior sidewalks

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash daily throughout the park
- Empty trash receptacles into totes and place outside fields for contractor three times per week

- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely and hidden bee nests
- Prepare batting cages (i.e. lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Inspect and attach rail cap as needed
- Provide support for tournament user groups and organizations to prepare fields between games
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines
- Inspect and re-attach wind screens as needed
- Roll up windscreens for hurricane season
- Drop and tie windscreens after hurricane season
- Remove any graffiti found on equipment and facilities or repaint if needed
- Rake mulch under swings, slide etc.
- Wipe down picnic tables with cleaner
- Check for loose and missing parts of playground apparatus
- Check decking for trip hazards
- Clean signs
- Remove Downed limbs and branches
- Blow off pavilions, sidewalks, dugouts, parking lots, handball courts, tennis courts and skatepark.
- Replace tennis nets, center straps and basketball nets as needed.

South Ormond Neighborhood Center: Currently have 1 Softball Field, 1 Playground, 1 Basketball Court, 2 Tennis Courts, 2 Soccer Fields, interior sidewalks

- Prepare clay for practices
- Prepare field for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash throughout entire park
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove equipment placed on field by user groups to proper locations
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely, including bee nests

- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Remove any graffiti found on equipment
- Rake mulch under swings, slide etc. .
- Blow off pavilions, sidewalks, dugouts, parking lot and tennis courts
- Replace tennis nets, center straps and basketball nets as needed.
- Initial layout/paint soccer fields for spring and fall season
- Paint soccer fields weekly during spring and fall seasons

Osceola Elementary: Currently have 2 Softball Fields, 4 handball Courts, 2 Tennis Courts, 2 small Basketball Courts, 1 Pavilion

- Prepare clay for practices
- Prepare field for games and practices (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Repair fences and backstops as needed
- Set bases and pitching plates to proper requirements per age group
- Pick up trash
- Wipe down picnic tables with cleaner
- Remove and repaint graffiti on handball courts
- Replace basketball nets, tennis nets and center straps as needed.
- Blow off pavilions, handball, tennis courts

Ormond Beach Middle School: Currently have 1 Football Field, 1 large Multipurpose Field used for Football Practice

- Pick up trash
- Layout/paint lines for football field practices weekly during the season

Other Duties as needed:

- Delivery, setup and removal of bleachers to various locations throughout the city for special events and activities
- Supply support staff for 4th of July Celebration
- Supply support staff for Christmas Parade
- Assistance with City Wide emergencies
- Hurricane preparation for all sports complexes

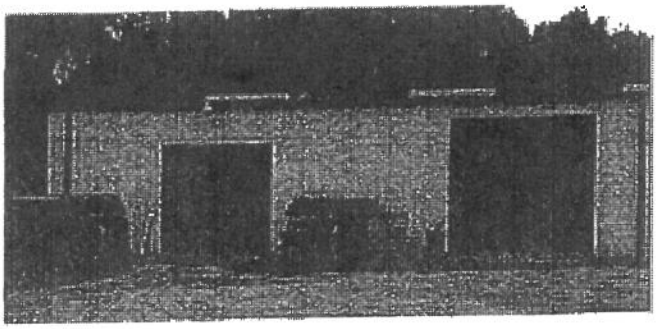
ADDITIONAL CONTRACT REQUIREMENTS :

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its Contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The Contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor will be allowed to use half of an existing storage building located at the Ormond Beach Sports Complex. The space is approximately 50' x 50'. If alternate #8 and #9 is awarded, the contractor will be allowed to use the entire building. The Contractor will not be required to pay the City to use the building or pay any monthly utility cost.



EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage caused by such fuel or oil spills shall be corrected within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City Representative. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City Representative).

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all Bermuda grass that is vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of Bermuda grass is due to improper maintenance or irrigation, the Contractor will be responsible for replacing the Bermuda grass at the Contractor's sole expense. City shall be notified of Bermuda grass areas in distress. These grass areas need to be evaluated for plan of action and monitored by Contractor.

SAFETY CONSIDERATIONS: The Contractor is responsible for being in compliance with all OSHA rules and regulations at all times.

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup efforts of the Bermuda grass. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City Representative, the Contractor shall be reimbursed for the actual **documented** cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City Representative. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of athletic field maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City. In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor and their employees must comply with all City regulations. The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City Representative. Contractor will notify the City Representative (via fax, e-mail, text, or in person) when the specified scheduled services are fully completed. This is to allow the City Representative to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City Representative as required to accomplish the City's objectives. All meetings with the City will be at no charge. **A weekly progress meeting is a requirement of this bid.**

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with the City Representative.

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CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The Contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the Contractor obtains prior written approval from the City Representative or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

AWARD: The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TAXES: The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions. It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

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

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days of receipt, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174. Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement without cause with a forty-five (45) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule.

2. Required Bid Security in the form of

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

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

3. One (1) original letter of interest.

4. Philosophy and general project approach of the firm or individual.

5. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.

6. Provide financial information (Balance Sheet and Income Statement) for 2011, 2012, and 2013.

7. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:

   a) Contract name
   b) Address
   c) A brief description of the work
   d) Contract amount
   e) Duration
   f) Name of contact with telephone number

8. List of equipment the bidder possesses.

9. Copy of firm's current Operational Business License renewal.

10. Copy of firm's insurance certificates.

11. Conflict, Non-Conflict of Interest Statement and Litigation Statement
    A list of all lawsuits that the bidder has been a party to in the past five (5) years

12. Drug Free Workplace Certificate

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to complete all Work as specified or indicated in the Contract Documents for the Contract Price as indicated in this Bid Proposal and in full accordance with all requirements as set forth in the Contract Documents.

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Insurance, the Bonds (when required), the Project Specifications and/or Drawings, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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

HOLD HARMLESS: The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

Addendum Date	Addendum Number
May 15, 2014	No. 1
June 2, 2014	No. 2

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

(c) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

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Part 1 - Base Bid Schedule

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

Item	Description	Quantity	Unit	Price	Bid Price
1.	Ormond Beach Sport Complex	56	Acres	$ 5,815.00 Per Acre	$ 325,640.00
2.	Nova Community Park	10	Acres	$ 5,815.00 Per Acre	$ 58,150.00
3.	South Ormond Neighbor Center	2	Acres	$ 5,815.00 Per Acre	$ 11,630.00
4.	Ormond Beach Middle School	3	Acres	$ 5,815.00 Per Acre	$ 17,445.00
				TOTAL BASE BID	$ 412,865.00 (Figures)

Four Hundred Twelve Thousand Eight Hundred Sixty Five Dollars and Zero Cents
(Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid.

Item	Description	Quantity	Unit	Price	Bid Price
1.	Irrigation Maintenance (Labor Cost)	1,000	Man Hrs @	$ 38.00 Per Man Hr	$ 38,000.00
2.	Irrigation Maintenance (Material Allowance)	$7,500	Times	% 20 Equals Markup	$ 9,000.00
3.	Over-Seeding	71	Acres	$ 476.00	$ 33,796.00
4.	Core Aeration	71	Acres	$ 97.40	$ 6,915.40
5.	Vertical Mowing	71	Acres	$ 73.10	$ 5,190.10
6.	Top Dressing	2,530	Tons	$ 40.50	$ 102,465.00
7.	Turf Restoration (3 Pallet Minimum)	100,000	SF	$ .58	$ 58,000.00
8.	General Maintenance Tasks (Labor Cost)	12,000	Man Hrs @	$ 29.25 Per Man Hr	$ 351,000.00
9.	General Maintenance Tasks (Material Allowance)	$77,000	Times	% 20 Equals Markup	$ 92,400.00

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Part 3 – City Used Equipment Purchase Option (this will not affect bid award/contract amount)
The City currently owns equipment which is available for purchase by the Contractor who is awarded this Athletic Field Maintenance Service contract. If interested in potential purchase, Bidders may provide a purchase price for any/all of the City owned equipment listed below. Upon contract award, if the price(s) submitted in the Contractor's bid response are acceptable to the City, they will be deducted from the Base Bid for the first year of the contract only (10/1/14-9/30/15).

	Quantity	Unit	Bid Price
1. 1990 Jacobson F-10, 6,335 Hours New reels installed January, 2014	1	Each	$ 5,155.00
2. 2010 Toro 7 Reel, 653 Hours	1	Each	$ 20,520.00
3. 2012 Toro 3 Reel, 358 Hours	1	Each	$ 12,900.00
4. 2011 Toro 3 Reel, 473 Hours	1	Each	$ 12,000.00
5. 2000 Turfco CR10 Top Dresser	1	Each	$ 6,300.00
6. 2013 Vicon Fertilizer Spreader	1	Each	$ 900.00
7. 2012 Toro Cart 123 Hours with 2013 Toro Sprayer	1	Each	$ 13,400.00
8. 2013 Toro Top Dresser	1	Each	$ 10,250.00
9. 1988 Aerator	1	Each	$ 750.00
10. 1998 Verticutter	1	Each	$ 3,800.00
11. 1991 Ford Tractor, approx. 804 Hours Pulls verticutter and spreader	1	Each	$ 4,660.00
12. 2013 McClane reel push mower	1	Each	$ 550.00
13. 2005 John Deere 3225C Reel Mower With approx. 2,470 Hours	1	Each	$ 7,510.00
14. 2009 Toro Sandpro 2,042 Hours	1	Each	$ 6,300.00
15. 2013 Toro Cart, 1,356 Hours	1	Each	$ 10,485.00
16. 1991 Ford Tractor 2,402 Hours	1	Each	$ 2,875.00
17. 2011 Toro Z Turn 1,131 Hours	1	Each	$ 4,880.00

18. 2009 John Deere Z Turn 1,161 Hours	1	Each	$ 3,400.00
19. 2011 Toro Sandpro 1,473 Hours	1	Each	$ 6,800.00
20. 1999 Toro Sandpro Hours Unknown	1	Each	$ 5,500.00
21. 2007 Smithco Drag Machine 1,366 Hours	1	Each	$ 3,260.00
22. 2012 Generator 10 Hours	1	Each	$ 300.00
23. 2006 Toro Cart 2,968 Hours	1	Each	$ 2,470.00
24. 2007 John Deere Cart 3,525 Hours	1	Each	$ 1,450.00
25. 1991 Ford Bucket Tractor 1,891 Hours	1	Each	$ 6,160.00
26. 2010 Golf Cart Hours Unknown	1	Each	$ 750.00
27. 2004 Line Laser	1	Each	$ 5,500.00
28. 2006 Line Laser	1	Each	$ 6,300.00
29. 2002 Agrimental Blower Hours Unknown	1	Each	$ 1,500.00

* To provide the City of Ormond Beach with Bermuda Grass that is healthy and attractive at all times, Austin Outdoor recommends three (3) applications of 21-0-0 at 207 lbs./Acre.
Total: 14,697 lbs./Application = 44,091 lbs. Cost = $21,405.00

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Austin Outdoor, LLC (*hereinafter called Principal*) and

Aspen American Insurance Company (*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State of Texas with its principal offices in the County of Hartford and authorized to do business in the State of Florida, in the full and just sum of Five Percent of the 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 **Athletic Field Maintenance Service - Bid No. 2014-15** 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 29th day May, 2014.

Austin Outdoor, LLC
(Principal)

By: _____

ATTEST:

Aspen American Insurance Company
(Surety)

By: _____
Ryan P. Rothrock: Attorney-In-Fact

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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, contracts or property interest for this project.

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

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

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

Austin Outdoor, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Barry Critcher
NAME (PRINT OR TYPE)

Business Development Manager
TITLE

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Signature

Barry Critcher
Print Name

Business Development Manager
Title

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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.

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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: _____

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Contractor Insurance

1. **General**

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

2. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

(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.

C. Requirements for Certificates of Insurance

(a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

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

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

(c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

City Registration Requirements

VENDOR/CONTRACTOR doing business within the City Limits must be Registered.

Requirements for registering a business are as follows:

State Certified Contractors – Register with Volusia County Contractor Licensing

OR provide the City with:

- Copy of Business Tax Receipt (in the City where your business is located)
- Copy of State License
- Certificate of Insurance showing General Liability and Workers' Compensation

State Registered Contractors - Must go through Volusia County Contractor Licensing

For more information, contact the City's Permit Manager

Phone: (386) 676-3234
btonline@ormondbeach.org

END OF BID

City of Ormond Beach

Proposal for Athletic Field Maintenance Services

June 2014

AUSTIN OUTDOOR
a yellowstone landscape company

June 12, 2014

Purchasing Coordinator
City of Ormond Beach, City Hall
22 South Beach Street
Ormond Beach, FL 32174

Re: Proposal for Athletic Field Maintenance Service (ITB-2014-15)

I am pleased to submit Austin Outdoor's proposal for Athletic Field Maintenance Service for ITB-2014-15. Our full-service approach to maintaining the **City of Ormond Beach's** Athletic Fields, from irrigation monitoring to fertilization applications, are all coordinated to deliver the same high level of quality that Austin Outdoor is proud to produce for the **City of Ormond Beach's** Facilities, Parks and Right of Way since 2012.

As you review our proposal, you'll notice that quality, integrity and detailed planning have helped us build strong relationships and maintain nationally award-winning properties for our clients. We promise to serve our clients effectively by providing:

Crystal-Clear Communication
You want to know what's going on, and our people, systems and policies put communication first.

Proactive Attitudes
Procedures, checklists and training all focus on making sure you don't have to manage our work.

Quality Work
Our experienced staff and integrated approach allow us to find unique solutions to meet your needs.

Please find enclosed:

- Philosophy and Project Approach
- Organizational Chart, with Resumes of the Austin Outdoor Team
- Financial Information for 2011, 2012, 2013
- Past Experience and Similar Projects
- Equipment List
- Insurance Certificates
- Conflict, Non-Conflict of Interest Statement, & Litigation Statement
- Drug Free Workplace Certificate

We certify that the proposal and fee schedule for Athletic Field Maintenance Service (ITB-2014-15) will remain in effect for 120 days after the due date. Thank you for the opportunity to further our mission to *create premier properties and build lasting relationships* with the **City of Ormond Beach.**

Best Regards,

Barry Critcher

www.austinoutdoor.net

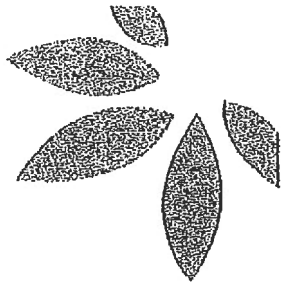
EAST CENTRAL FLORIDA
3235 North State Street
Bunnell, FL 32110
386.437.6211

NORTHEAST FLORIDA
6926 Philips Pkwy Drive South
Jacksonville, FL 32256
904.268.2626

CENTRAL FLORIDA
8011 Osceola Polk Line Rd
Davenport, FL 33896
407.396.0529

SOUTHEAST FLORIDA
2665 SW Domina Road
Port St. Lucie, FL 34953
772.344.2300

Mailing Address
PO Box 849
Bunnell, FL 32110
386.437.5143 Fax



Company Overview

Company Overview

Locations, History, Services & Approach

AUSTIN OUTDOOR
a yellowstone landscape company

Local Location

Headquarters/Palm Coast Office
3235 N. State Street • Bunnell, FL 32110
386.437.6211 ph • 386.437.5143 fax

Other Locations Include

Jacksonville, Florida
Port St. Lucie, Florida
West Palm Beach, Florida
Orlando, Florida
Tampa, Florida
Sarasota, Florida
Atlanta, Georgia
Savannah, Georgia
Charleston, South Carolina

Total Number of Employees

800

Overview

How It All Began

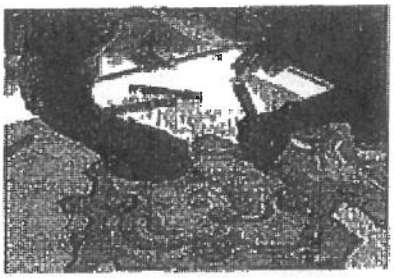
Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location here in Flagler County and has grown to now include locations across Florida, Georgia, and South Carolina. Each location enables us to manage and enhance a variety of complex landscapes.

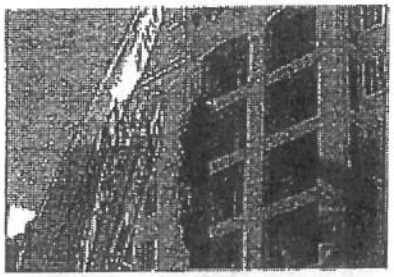
Services Offered

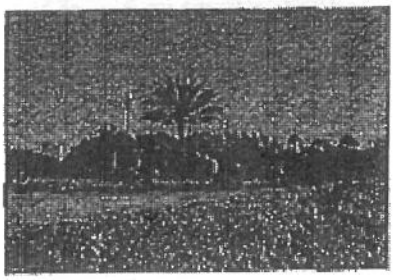
Our three distinct landscape divisions – **Landscape Design, Landscape Installation** and **Landscape Management** – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach

Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We partner with our clients to fulfill all your landscape needs while providing sustainable landscapes, according to Best Management Practices.







MISSION STATEMENT

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client's investments and improve the quality of life.

Company Overview

Locations, History, Services & Approach

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3235 N. State Street • Bunnell, FL 32110
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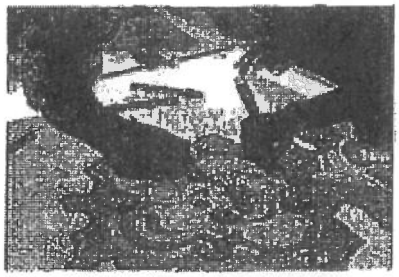

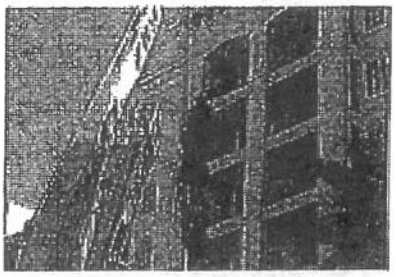

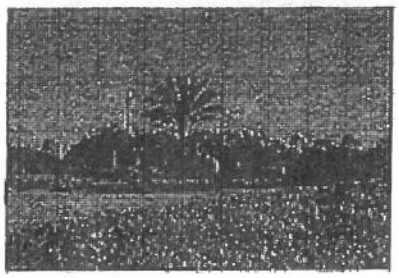

MISSION STATEMENT

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Our Core

Delivering Our Service Promise

People

At Austin Outdoor, our people make the difference. That's why we go to great lengths to recruit and develop inspired people. Austin Outdoor has over 800 employees.

Vision Statement

Relentless dedication to our Strategic Principle of "Creating premier properties. *Building lasting relationships."* generates Lasting Value for clients and makes us their company of choice.

Brand Promise

Austin Outdoor is your premier landscaping partner. We will deliver absolutely superior work and treat you as a truly valued client. You can relax because our highly professional team will be extremely responsive to all of your needs, while ensuring that your investment is protected and your property looks great. We will provide a single point of contact offering services from concept to completion. We offer innovative design, years of experience, a full cadre of resources, and an honest passion for creating breathtaking landscapes that are sustainable, showcase the beauty of nature and truly add to the quality of life.

Austin Absolutes

Attitude—Focus on the positive, on what you can do, and not what you can't.

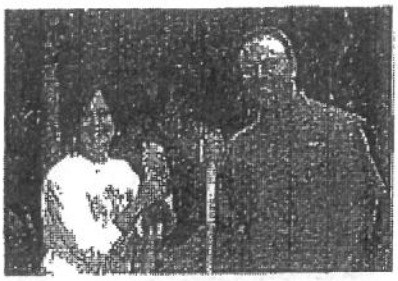
Understanding—Listen, communicate and deliver.

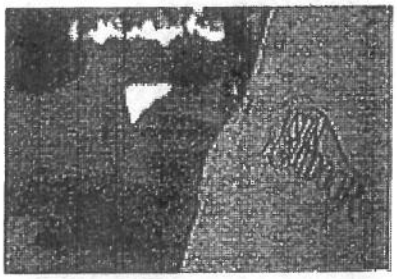
Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.

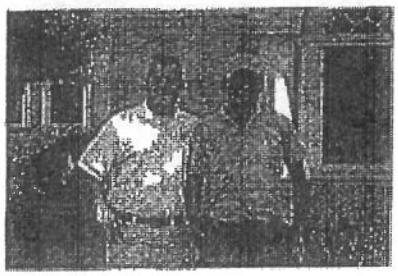
Trust—Trust has to start somewhere. Let it start with you.

Initiative—Own it, really!

Never be Satisfied—Excellence is a journey, not a destination.







AUSTIN ABSOLUTES

The Austin Absolutes were created by our Customer Service Excellence Teams and are the key customer service beliefs, promises and standards that each and every employee of Austin Outdoor must passionately commit to delivering, every single day, for every single client. The Austin Absolutes are based on direct client feedback and the observations of field and business development management.

Exceeding Expectations

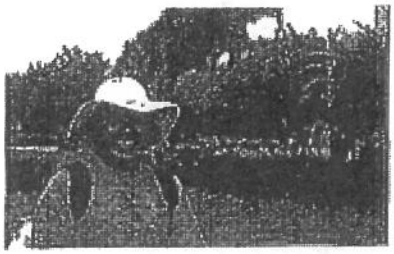
By Listening to Our Client's Voice

Each year our clients are asked to spend a few moments responding to a brief online survey and tell us how we are performing in our mission to create premier properties and build lasting relationships.



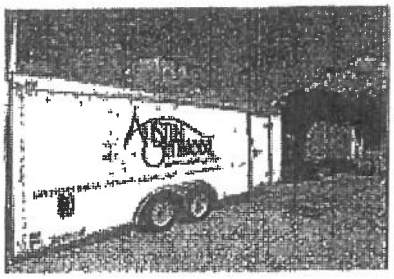
The survey asks that each client rank Austin Outdoor in the following categories:

Quality of Work
Ability to Meet Expectations
Responsiveness to Individual Needs
Clarity of Information
Level of Respect for You
Overall Satisfaction



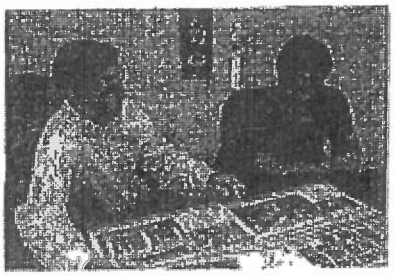
It concludes with the simple question:

Would you recommend Austin Outdoor to others?



2014's survey responses are summarized here:

Category	% Positive
Quality of Work	94.8%
Ability to Meet Expectations	98.4%
Responsiveness to Individual Needs	95.1%
Clarity of Information	95.1%
Level of Respect for You	100%
Overall Satisfaction	94.1%
Would Recommend Austin Outdoor	93.9%



Industry Recognition

For Our Premier Properties

AUSTIN OUTDOOR
a yellowstone landscape company

PLANET Decade Award

Ocean Hammock; *Palm Coast, Florida; 2010*

PLANET Grand Award

Waldorf Astoria & Hilton of Bonnet Creek; *Orlando, Florida; 2012*
Pinnacle at Symphony Place; *Nashville, Tennessee; 2011*
Bella Collina Clubhouse; *Monteverde, Florida; 2010*
Alfred I. duPont Trust Building; *Jacksonville, Florida; 2009*
Ginn Residence; *Palm Coast, Florida; 2009*
Ocean Hammock; *Palm Coast, Florida; 2009*
The Club at Hammock Beach; *Palm Coast, Florida; 2008*
The Tesoro Clubhouse; *Port St. Lucie, Florida; 2008*
Bella Collina; *Montverde, Florida; 2007*

PLANET Merit Award

AAA National Headquarters; *Lake Mary, FL; 2013*
Technology Park Atlanta; *Peachtree Corners, Georgia; 2013*
Boeing 787 Assembly Plant; *Charleston, South Carolina; 2012*
Grand Haven CDD; *Palm Coast, Florida; 2011*
Yacht Harbor Village; *Palm Coast, Florida; 2011*
Fleming Island Plantation; *Orange Park, Florida; 2010*
Reunion Resort & Club; *Reunion, Florida; 2007*
The Wetbar; *Atlanta, Georgia; 2005*

ABC Award of Excellence

Jim W. Henderson Center; *Daytona Beach, Florida; 2013*
The Pavilion; *Port Orange; Florida; 2012*
Alfred I. duPont Trust Building; *Jacksonville, Florida; 2011*

FNGLA Award of Excellence

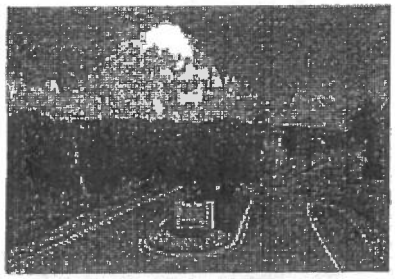
Bella Collina Clubhouse; *Montverde, Florida; 2010*
Ocean Hammock; *Palm Coast, Florida; 2009*
Alfred I. duPont Building - Installation; *Jacksonville, Florida; 2009*
The Club at Hammock Beach; *Palm Coast, Florida; 2008*
The Tesoro Club; *Port St. Lucie, Florida; 2008*
The Tesoro Clubhouse - Installation; *Port St. Lucie, Florida; 2008*
Reunion Resort & Club; *Reunion, Florida; 2007*

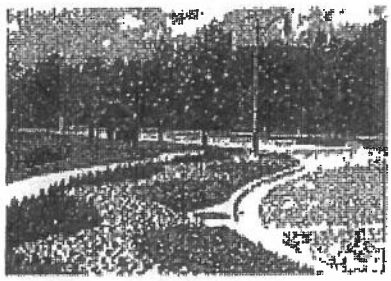
FNGLA Floriculture Award

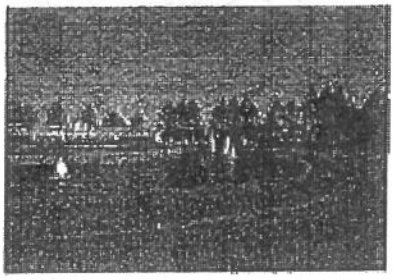
The Tesoro Club; *Port St. Lucie, Florida; 2008*
Reunion Resort & Club; *Reunion, Florida; 2007*

MALTA Merit Award

The Wetbar; *Atlanta, Georgia; 2005*
Johns Creek Medical; *Atlanta, Georgia; 2005*







PROFESSIONAL LANDCARE NETWORK (PLANET)
National trade association representing more than 100,000 landscape industry professionals.

ASSOCIATED BUILDERS & CONTRACTORS (ABC)
National association that advances the construction industry.

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)
Florida's leading green industry trade organization.

METRO ATLANTA LANDSCAPE & TURF ASSOCIATION (MALTA)
Metro Atlanta and Georgia's premier landscape organization.

Austin Outdoor, LLC and Subsidiaries

Consolidated Balance Sheet
March 31, 2014

ASSETS	2014	2013	2012
Current assets:			
Cash	$ 73,633	$ 87,575	$ (152,815)
Accounts receivable:			
Trade, net	5,023,818	4,853,407	3,014,125
Other	112,714	76,665	165,212
Prepaid expenses and other	1,040,259	400,705	320,241
Inventories	360,363	260,264	315,868
Costs and estimated earnings in excess of billings on uncompleted contracts	330,690	39,036	34,763
Total current assets	6,941,477	5,717,652	3,697,394
Property and equipment, net	4,315,368	5,054,010	4,563,979
Other long term assets	-	-	-
Debt issuance costs, net	-	156,117	50,744
Due from parent	27,353,560	22,229,940	27,217,189
Identifiable intangible assets, net	7,615,266	9,427,522	10,123,696
Goodwill	11,336,695	11,517,897	9,350,383
Total assets	$ 57,562,366	$ 54,103,138	$ 55,003,385
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion, installment and subordinated notes payable	$ 1,701,000	$ 1,529,223	$ 5,218,558
Accounts payable, trade	2,420,876	3,016,147	2,496,917
Accrued compensation and payroll taxes	1,116,559	1,178,464	642,160
Other accrued expenses and payables	1,263,183	227,626	292,830
Deferred revenue	-	197,753	177,834
Billings in excess of costs and estimated earnings on uncompleted contracts	175,332	53,618	24,744
Payable to seller	450,000	966,258	1,310,000
Total current liabilities	7,126,950	7,169,089	10,163,033
Subordinated notes payable	30,000,000	29,718,138	22,644,266
Installment notes payable, less current portion	5,950,000	861,833	866,717
Revolving line of credit	350,000	3,491,018	1,925,000
Payable to seller	-	-	500,000
Total liabilities	43,076,950	41,240,078	36,099,016
Commitments and contingencies	-	-	-
Stockholders' equity:			
Common Equity	28,199,478	28,199,478	16,554,577
Accumulated deficit	(13,714,062)	(15,336,418)	2,349,792
Total stockholders' equity	14,485,416	12,863,060	18,904,369
Total liabilities and stockholders' equity	$ 57,562,366	$ 54,103,138	$ 55,003,385

Austin Outdoor, LLC and Subsidiaries

Consolidated Statements of Operations
For the Fiscal Years Ended March 31, 2012 to 2014

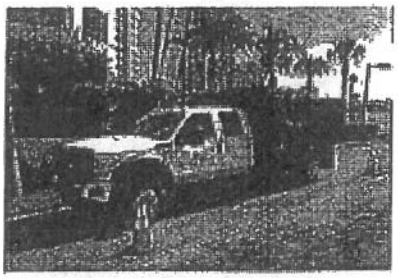
	2014	2013	2012
Sales	$ 56,400,006	$ 55,446,087	$ 28,530,740
Cost of sales	45,106,273	43,877,705	21,997,110
Gross profit	11,293,733	11,568,382	6,533,630
Operating expenses:			
General and administrative	7,401,081	8,085,000	4,621,719
Total operating expenses	7,401,081	8,085,000	4,621,719
Net income from operations	3,892,652	3,483,382	1,911,911
Other income (expense):			
Amortization of identifiable intangible assets	(1,812,231)	(1,845,480)	(1,070,692)
Interest expense	(533,166)	(905,901)	(646,129)
Gain on disposal of assets	75,101	17,458	(1,377)
Total other expense	(2,270,296)	(2,733,923)	(1,718,198)
Net income before income tax expense	1,622,356	749,459	193,713
Income tax expense (benefit)	-	-	(725,039)
Net income	$ 1,622,356	$ 749,459	$ 918,752

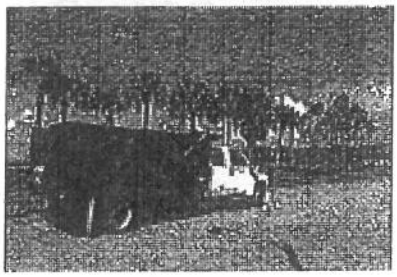
Fleet & Equipment

Throughout Austin Outdoor's Facilities

Available Fleet/Equipment	Quantity
Mowers (Various Sizes)	250+
Pick-Up Trucks	70+
Irrigation Trucks	20+
Super Lawn Trucks	15+
Water Trucks	2
Other Various Trucks (Including 2 Semi-Trucks)	50+
Miscellaneous Motorized Carts	100+
Various Caterpillar Equipment	30+







NOTE OF INTEREST

Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.



Approach

The City of Ormond Beach Athletic Field Maintenance

Approach to Scope of Services

The following is an explanation of **Austin Outdoor's** approach to providing turfgrass management services for the **City of Ormond Beach's** Athletic Field Maintenance:

I. TURFGRASS MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing
   a. All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1¼". **Austin Outdoor** shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings.
   b. Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
   c. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
   d. **Austin Outdoor** will move any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing and will replace those moved objects when mowing of the area is complete.

2. Edging & Trimming
   a. **Austin Outdoor** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
   b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
   c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
   d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
   e. "Hard" edging, "Soft" edging and string trimming shall be performed in conjunction with turf mowing operations.
   f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. Debris Removal
   a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
   b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of **Austin Outdoor**, at no additional expense to the **City of Ormond Beach.**

4. Fertilizer
   a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
   b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
   c. Please see *Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service* attached.

5. Insect, Disease, and Weed Control
   a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Austin Outdoor.**
   b. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
   c. **Austin Outdoor** must possess and maintain an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
   d. Access to a water source on the **City of Ormond Beach's** property must be provided for use in spray applications.

B. Irrigation *(contingent upon addition to the scope of services)*

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Austin Outdoor** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach.** In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Austin Outdoor** will immediately make the necessary repairs and then contact the **City of Ormond Beach.**

II. ADDITIONAL SERVICES

A. **Austin Outdoor** will provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements over and above the Contract Performance Specifications at an additional charge with written approval from an authorized management representative of **the City of Ormond Beach.**

III. PERSONNEL

A. **Austin Outdoor** will provide all labor, transportation and supervision necessary to perform the work described herein.
B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
C. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
D. **Austin Outdoor** recognizes that its personnel are perceived as representatives of the **City of Ormond Beach** while on the **City of Ormond Beach's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
E. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach.**
F. **Austin Outdoor** may utilize qualified subcontractors at any time during the agreement period (e.g. palm pruning, mulch, and irrigation).
G. All work performed by **Austin Outdoor** will be coordinated with the **City of Ormond Beach** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. AUSTIN OUTDOOR'S VEHICLES AND EQUIPMENT

A. **Austin Outdoor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
B. All **Austin Outdoor** vehicles must operate in a safe and courteous manner while on the **City of Ormond Beach's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
D. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

V. ADDITIONAL PROVISIONS

A. Property inspections will be conducted regularly by an authorized **Austin Outdoor** representative. **Austin Outdoor** will document and correct any turfgrass issues or deficiencies immediately and provide a status update for work requiring a longer period to accomplish.
B. **Austin Outdoor** will provide the **City of Ormond Beach** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service

AUSTIN OUTDOOR
a yellowstone landscape company

In accordance with our industry's Best Management Practices, we propose the following chemical program for your Athletic Fields:

Round 1
Application Period: March 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 2
Application Period: May 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 3
Application Period: May
Product: Chipco Choice Slit Injection

Round 4
Application Period: June 15th
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

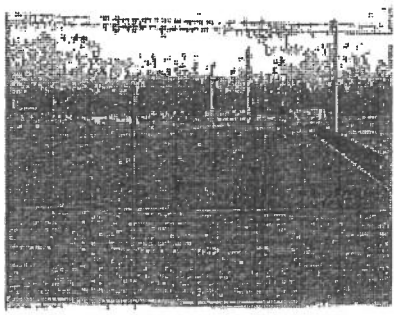
Round 5 - AUSTIN OUTDOOR RECOMMENDS
Application Period: July
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 6
Application Period: August 15th
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

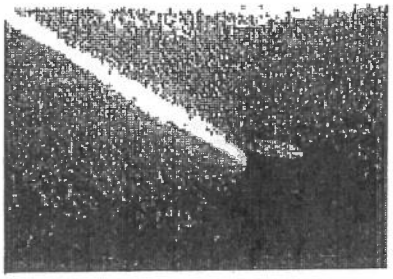
Round 7 - AUSTIN OUTDOOR RECOMMENDS
Application Period: September
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 8 - AUSTIN OUTDOOR RECOMMENDS
Application Period: October
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 9
Application Period: December
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre





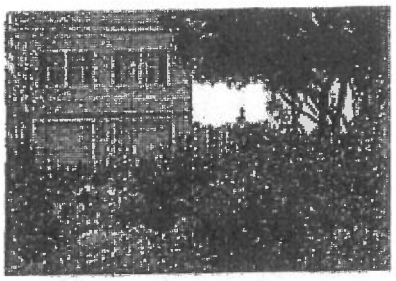


TOTAL MATERIAL	
15-0-15 with Ronstar	30,246 lbs
15-0-15	20,164 lbs
21-0-0	44,091 lbs

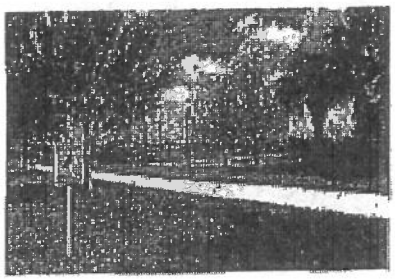
Fertilization and Chemicals

Professional, Responsible Solutions

Fertilization and chemicals are often times fundamental to the health of a landscape. Austin Outdoor's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.







Fertilization

Our fertilization programs are customized for each property. After all, each property has it's own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and athletic fields, our knowledge is extensive, and we apply what we've learned on every property we service.

Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off
- Nutrient Management—we provide nutrient's based on the plant's need
- Follow State, County and City Best Management Practices to prevent pollution of water sources

Plan for Success

The Maintenance Service Transition

Prepared for ***City of Ormond Beach - Athletic Field Maintenance Service***

30 Day Plan:

- ☐ Meet with the Director to review 30 – 60 – 90 Day Plan
- ☐ Review overall conditions of all Athletic Fields with Director
- ☐ Discuss upcoming special events, games, etc. and adjust schedule accordingly
- ☐ Take soil samples of all Athletic Fields
- ☐ Adjust turf treatments based on previous applications and soil test
- ☐ Immediately begin mowing the fields
- ☐ Identify any safety hazards and correct immediately
- ☐ Identify preventative maintenance measures and act upon immediately
- ☐ Identify and report any needed repairs to the facilities and grounds
- ☐ Identify areas for sodding
- ☐ Spot treat weeds in turf and in bed spaces
- ☐ Begin weed control program in infield, sidewalks, parking lots etc
- ☐ Complete an irrigation audit of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Discuss any further areas of concern with the Director

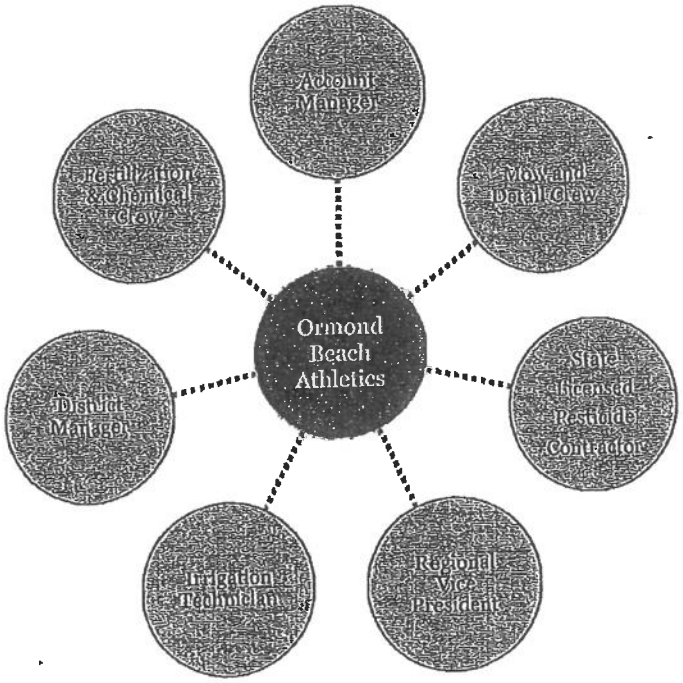
60 Day Plan:

- ☐ Continue irrigation maintenance and inspections
- ☐ Continue all inspection as listed above
- ☐ Continue RoundUp applications throughout property
- ☐ All procedural maintenance to Athletic Fields
- ☐ Discuss options to improve "curb appeal" in high profile areas
- ☐ Walk Athletic Fields with Director to evaluate improvements

90 Day Plan:

- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue RoundUp applications throughout property
- ☐ Continue all procedural maintenance items
- ☐ Assess results from actions taken in 30 day and 60 day plans.
- ☐ Walk Athletic Fields with Director to evaluate improvements

Austin Outdoor Staffing



Account Manager:
The Account Manager represents the vital link between Austin Outdoor and your Athletic Fields. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your fields. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the District Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices

Mow and Detail Crew:
The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the Athletic Fields with our commercial equipment in accordance with the specifications of the contract. This includes mowing with reel or rotary mowers, depending on the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager.

Irrigation Technician:
The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and District Manager.

State Licensed Pesticide Contractor:
This contractor will treat each of the Athletic Fields with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:
The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the fields' need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.

District Manager Oversight:
The District Manager is responsible for Austin Outdoor's landscape installation and management operations and personnel within the district. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The District Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training



Personnel

Your Service Team

Overseeing Your Premier Property

To oversee the delivery of Athletic Field Maintenance Services, Austin Outdoor proposes allocation of the following strategic resources to the City of Ormond Beach:

Executive Oversight: *Brian Martin*, Regional Vice President, South, will be the high level point of contact, always accessible to the City of Ormond Beach. Mr. Martin will oversee local management to insure that our quality and service delivery are exceeding expectations.

Property Oversight: *Paul LaMontaine*, District Manager, will conduct weekly property inspections to insure that all properties are maintained at the expected level of service excellence.

Ongoing Relationship Building: *Barry Critcher*, Business Development Manager, will be engaged to insure that the ongoing client relationship standards of Austin Outdoor are maintained once landscape services have begun on the properties.

Account Manager: *Ryan Smith*, Account Manager, is responsible for direct, daily oversight of all crew members and the services performed for the City of Ormond Beach. As the dedicated Account Manager, he will continue to be the primary point of contact for all landscape service requests and activities for the City, expanding the role he has occupied for the past year to include the City's Athletic Fields. To assist Mr. Smith with day-to-day responsibilities in his expanded role will be an assigned *Assistant Account Manager*.

Crew Foreman: Each Athletic Field maintenance crew will be assigned a *Crew Foreman* who is responsible for his crew's completion of the daily tasks, scheduled and directed by the dedicated Maintenance Account Manager. He is additionally responsible for his crew's equipment and their adherence to Austin Outdoor's Code of Conduct and Safety Guidelines.

Your Service Team

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Brian K. Martin

PROFESSIONAL EXPERIENCE SUMMARY

As **Regional Vice President** for Austin Outdoor, Brian Martin is responsible for managing all Florida landscape operations. This includes oversight of eight service locations with over 500 employees.

EDUCATION

1988 - 1994 **Virginia Tech** **Blacksburg, VA**
BLA, Landscape Architecture

PROFESSIONAL EXPERIENCE

Jan 2005-Present **Austin Outdoor** **Bunnell, FL**

Regional Vice President

- Responsible for all Florida landscape operations.
- Oversees six districts and over 500 employees.
- Builds operational strategies that improve company-wide quality.
- Manages operations training and leads continuous improvement efforts.

VP Business Development

- Responsible for all aspects of Business Development.
- Coordinates all Landscape Maintenance and Construction estimating and proposals.
- Manages Business Development Team of four.
- Creates marketing strategies, company collateral, and branding platform.

District Manager

- Responsible for all aspects of landscape management within the Palm Coast District.
- Knowledgeable of each project's specifications and budget.
- Ensure quality inspections are conducted on a regular basis.
- Identify equipment and resources needed for each project.
- Maintain up-to-date list of all personnel and job activities.
- Assure preventative maintenance is performed on all equipment.

June 1992-June 2004 **Brickman** **West Palm Beach, FL**
Branch Manager – Jan 1998 to Dec 2002; Dec 2003 to May 2004

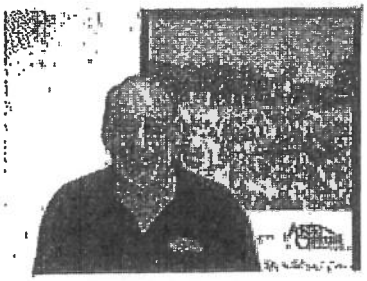
- Overhauled and rebuilt existing team and quality control measures.
- Managed 10 full time and 50 hourly employees.

Key Management

East Central Florida District

Name & Title	Years of Related Experience
Brian Martin Regional Vice President	**24 years**
Paul LaMontaine District Manager	**34 years**
Barry Critcher Business Development Manager	**20 years**
Ryan Smith Account Manager	**9 years**
Christopher Rodriguez Fertilization Specialist	**8 years**
Jack Zemball Pest Management Specialist	**18 years**
TOTAL	**113 years**







PICTURED
Brian Martin, Paul LaMontaine, and Barry Critcher

- Created and adjusted/followed annual budget.
- Oversaw all financial aspects of branch – A/P, A/R, monthly close, etc.
- Grew Branch from 1 million to over 3 million in annual revenue.

Florida Regional Trainer – Jan 2003 to Dec 2003

- Conducted interactive superintendent meetings.
- Assisted Regional Manager throughout FL region.
- Presented specialized training – i.e. annual installation, mowing efficiency, plant i.d., etc.
- Responsible for new employee orientation and mentoring.
- Orchestrated production of horticultural, production, safety, and cultural training videos.
- Selected and monitored sites in FL to be photographed for upgraded company website.

Superintendent/Supervisor/Intern – Annapolis Maryland – June 1992 to Dec 1997

- Balanced quality of job sites with production efficiency.
- Produced monthly production schedules.
- Monitored weekly material and labor costs.
- Managed one crew with responsibility increasing to five crews.
- Ran commercial landscape maintenance job mix.
- Performed landscape enhancements.

CERTIFICATIONS

- Certified Pest Control Operator – Lawn & Ornamental

Paul LaMontaine

PROFESSIONAL EXPERIENCE SUMMARY

As the **District Manager** of our East Central Florida region, Paul LaMontaine is responsible for overseeing all of the division's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality project and service.

Paul brings 36 years experience in operations, facilities management, purchasing and construction to the company.

EDUCATION

1992 **Harvard Business School** **White Plains, NY**
Continuing Education–Management Excellence Service

1984 **Harvard Business School** **White Plains, NY**
Continuing Education–Achieving Breakthrough Service

1975 - 1977 **Henry Ford Community College** **Dearborn, MI**
AS, Business Management

RELEVANT PROFESSIONAL EXPERIENCE

2003 - Present **Austin Outdoor, LLC** **Palm Coast, FL**
District Manager

- Responsible for landscape operations and personnel within the Palm Coast District.
- Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe.
- Hires and coordinates construction and management crews.
- Balances the workload and materials for each project.
- Maintains up-to-date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in-progress projects.

1974 - 2003 **Frank's Nursery and Crafts** **Troy, MI**
1992-2003 Assistant Vice President Facilities Management

- Was responsible for maintenance, repair and construction for all company facilities and properties.
- Purchased furniture, fixtures and store supplies.

- Intermediary for store operations to real estate planning and legal/risk management department.
- Maintained fleet services, material handling equipment, trash/recycling and vending services.
- Responsible for operational expense and capital in excess of $15 million annually.

1989-1992 Director Operations/Facilities in Florida

- Responsible for controlling assets, regional purchasing/advertising, and facilities of 31 stores.

1984-1989 Director Operations/Facilities in Tampa & Orlando

- Assisted in the research, planning, product mix and construction of 31 new stores.

1978-1984 District Manager – Southeastern Michigan

1975-1978 Manager – Southeastern Michigan

1974-1975 Assistant Manager – Southeastern Michigan

MILITARY

U.S. Marine Corps, E-5, Honorable Discharge	1970-1974
Marine Corps Institute, Washington DC	1973
Non-Commissioned Officers Leadership School	1972
Tracked Vehicle School	1970

Barry Critcher

PROFESSIONAL EXPERIENCE SUMMARY

As the **Business Development Manager,** Barry Critcher is responsible for building strong, lasting relationships with both management and construction clients and potential clients in the East Central Florida region. Barry has over 20 years experience in sales and business development, which provides him with the knowledge and experience to promote the company's capabilities.

EDUCATION

1984 - 1989 **Appalachian State University** **Boone, NC**
BS, Business Administration

RELEVANT PROFESSIONAL EXPERIENCE

2005 – Present **Austin Outdoor, LLC** **Palm Coast, FL**
Business Development Manager

- Responsible for building strong, lasting relationships with clients and potential clients.
- Prepares contracts and proposals that are responsive to client needs.
- Responsible for sales, estimating, contract administration and plant purchasing.
- Solicits field feedback to enhance estimating accuracy and pricing.
- Manages the process of bid preparation resulting from the estimating process.
- Continually updates clients on the status of upcoming and/or current work.

1989 – 2005 **Hollar & Greene Produce, Inc.** **Boone, NC**
Branch Manager / Business Development Manager

- Worked closely with wholesalers, distributors and retailers to provide quality products.
- Managed $4 to $5 million per year in business development.
- Oversaw quality control of the product.
- Managed the distribution and inventory of the product.

Ryan Smith

PROFESSIONAL EXPERIENCE SUMMARY

As the **Account Manager** at Austin Outdoor, Ryan Smith is responsible for coordinating, implementing and maintaining large, complex maintenance projects for the City of Ormond Beach on a daily basis. He brings experience and knowledge in golf course operations, turfgrass maintenance, equipment operations and fertilizer/chemical applications.

EDUCATION

Daytona Beach Community College — **Daytona Beach, FL**
AAS Degree, Golf Course Management, Turfgrass Management

The Golf Academy of the South — **Altamonte Springs, FL**
Occupational Associates Degree, Golf Operations & Management

PROFESSIONAL EXPERIENCE

Oct 2012 - Present — **Austin Outdoor, LLC** — **Palm Coast, FL**
Account Manager - City of Ormond Beach

- Arranges, schedules and directs daily delivery of services.
- Ensures peak efficiency of each project.
- Ensures delivery of high-quality projects and services to client.
- Continually updates client on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts regular property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts ongoing operation training.

2011 - 2012 — **All Pro Land Services** — **Deleon Springs, FL**
Crew Foreman, Business Development

- Supervise maintenance and installation staff daily.
- Oversee all aspects of training and quality control.
- Managed workflow and customer service.
- Developed new business relationships for the company.
- Coordinated all subcontracting.
- Ensure all timelines were met on budget.

2010 - 2011 **Edwin Watts Golf** **The Villages, FL**

Assistant Manager

- Manage and train employees in customer service.
- Oversee all aspects of inventory and loss prevention.
- Supervise employees in day to day operations.
- Reach sales goals by building relationships with customers.

2007 - 2010 **Tree Tops Golf at GolfUSA** **Lady Lake, FL**

General Manager

- Supervise all aspects of day to day operations.
- Oversee all customer service delivery.
- Develop and maintain a multi-faceted facility.
- Coordinate all activities for this high volume range.

2005 - 2007 **Debary Golf Club** **Debary, FL**

Assistant Superintendent

- Supervise maintenance staff on day to day operations.
- Controlled inventory for entire maintenance operation.
- Developed annual budget.
- Held weekly staff meetings.
- Directed a $150,000 course renovation project.

Christopher Rodriguez

PROFESSIONAL EXPERIENCE SUMMARY

As the **Fertilization Specialist** at Austin Outdoor, Christopher Rodriguez is responsible for coordinating and performing applications of fertilizers and chemical treatments on our high profile properties.

EDUCATION

Spruce Creek High School — **Port Orange, FL**

RELEVANT PROFESSIONAL EXPERIENCE

July 2008 - Present — **Austin Outdoor, LLC** — **Palm Coast, FL**

Fertilization Specialist

- Perform fertilizer and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass deficiencies.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

2006 - 2008 — **Middleton Pest Control** — **Orlando, FL**

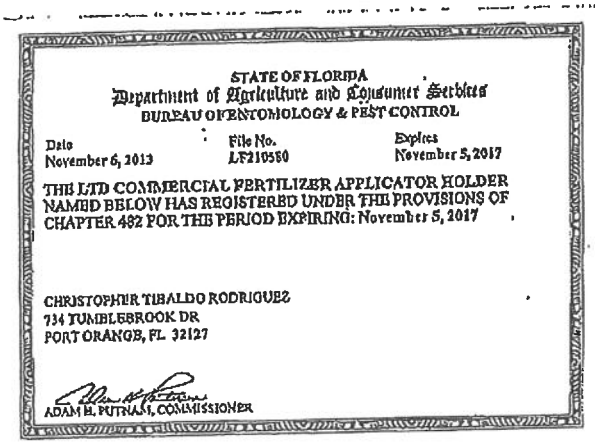
Chemical Room Supervisor, Commercial Crew Leader

- Kept daily, weekly, and monthly reports of usage by technicians.
- Deliver excellent customer service to route clients.
- Delegate responsibilities to crew personnel.
- Oversee proper application techniques.

Ensure quality with regular inspections and client interviews.

CERTIFICATIONS

Florida Ornamental and Turf Pesticide License (2009- present)



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
November 6, 2013	LF210580	November 5, 2017

THIS LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: November 5, 2017

CHRISTOPHER TIBALDO RODRIGUEZ
734 TUMBLEBROOK DR
PORT ORANGE, FL 32127

ADAM H. PUTNAM, COMMISSIONER

John Zemball

PROFESSIONAL EXPERIENCE SUMMARY

As the **Pest Management Specialist** at Austin Outdoor, John Zemball is responsible for coordinating and performing applications of pesticides and chemical treatments on our high profile properties.

EDUCATION

Daytona Beach Community College — **Daytona Beach, FL**
AAS Degree, Golf Course Operations, Turfgrass Management

RELEVANT PROFESSIONAL EXPERIENCE

Jan 2006 - Present — **Austin Outdoor, LLC** — **Palm Coast, FL**
Pest Management Specialist

- Arranges, schedules and directs daily delivery of management services.
- Perform pesticide and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass pest risks.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

1996 - 2006 — **Club De Beaumont Golf Course** — **Ormond Beach, FL**
Spray Technician

- Supervised and coordinate activities of staff responsible for improving the grounds and turf for the course.
- Executed daily operations and spray applications.
- Established Agronomic practices to ensure best possible playing conditions for the course.
- Trained staff in best practices for safe usage of chemicals, equipment, and processes.
- Conducted regular reviews of the grounds, course and staff performance.

CERTIFICATIONS

- Florida Ornamental and Turf Pesticide License
- Aquatic Spray License
- Florida Master Gardner

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
April 11, 2014	JF154751	June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2015

JOHN W ZEMBALL
788 LAKE WOOD DRIVE
DAYTONA BEACH, FL 32117

Lawn and Ornamental

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 23, 2013	JF154751	June 1, 2014

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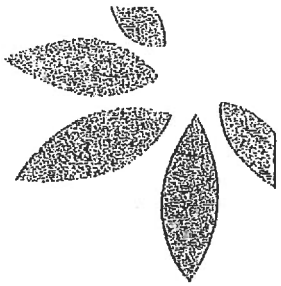
JOHN W ZEMBALL
788 LAKE WOOD DRIVE
DAYTONA BEACH, FL 32117

Lawn and Ornamental

ADAM H. PUTNAM, COMMISSIONER



Experience

Experience

Landscape Management and Improvements

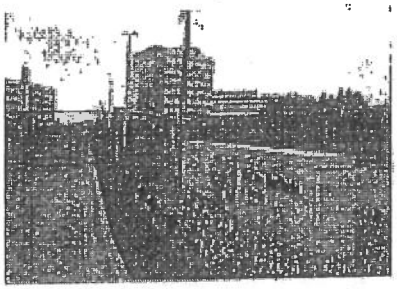
Project Name	**Blue Cross Blue Shield of Florida**
Project Type	Premier Corporate Campus
Project Location	Jacksonville, FL

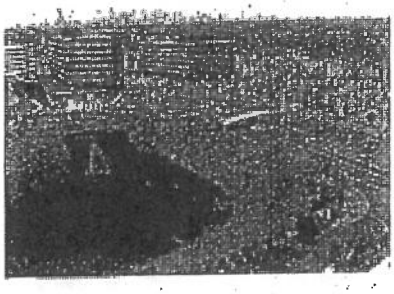
Project Scope

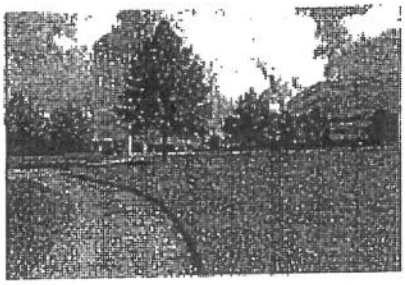
Blue Cross Blue Shield of Florida is comprised of three separate campuses in Jacksonville. The main corporate campus, which accommodates 6,500 employees, hosts eight buildings, a large lake, a reflecting pond and a class "A" athletic complex, which includes basketball and tennis courts, sand volleyball courts and Bermuda soccer fields.

Blue Cross Blue Shield of Florida requires impeccable landscape maintenance services and quick responsiveness for enhancement needs. As an example, BCBS required a new baseball field to be constructed on the corporate campus with little lead time. Austin Outdoor was able to construct the ball field on a moment's notice. Due to this flexibility and ability to respond quickly, BCBS of Florida has awarded Austin Outdoor with additional service areas and responsibilities.

Every Sunday for four hours, a property evaluation and drive thru is completed with senior level executives and Austin Outdoor's District Manager.







The Scope of Work
Due to the nature of working on a large corporate campus, landscape services must be completed during off peak hours and weekends. These services include high-level arborist care for 1173 large oaks, high-level and specialty irrigation maintenance, sports fields demands (painting, sand replenishment, detailed weeding programs, and specialty fertilization and pesticide programs. Additionally, the campus is constantly making major upgrades and requires professional landscape installation services.

Experience
Landscape Management and Improvements

AUSTIN OUTDOOR
a yellowstone landscape company

Project Name **Johns Creek Owners Association**

Project Location Johns Creek, GA

Project Type Mixed-Use Master Planned Community
Landscape Maintenance

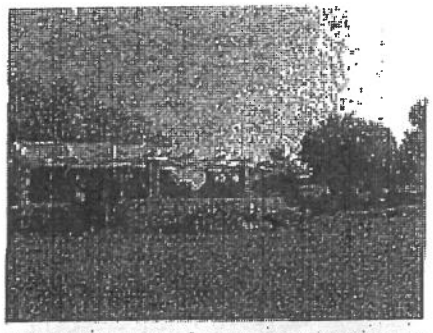
Project Scope Johns Creek is a 1,900-acre master planned mixed use development that includes Class A office space, retail centers, and residential communities designed with a small town park setting as its inspiration.

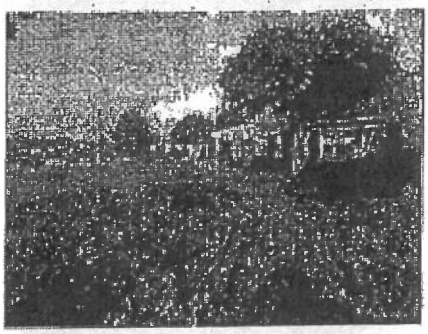
The Johns Creek Owners Association's current landscape maintenance agreement with Austin Outdoor includes over 600,000 square feet of turf.

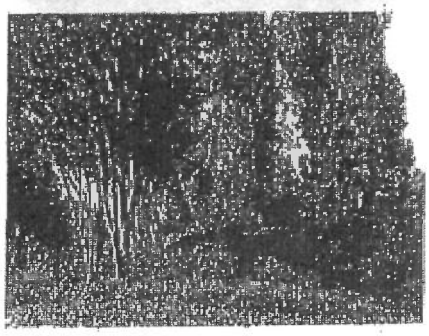
A 150 plus zone irrigation system pulls water from any of the five lakes located within the development.

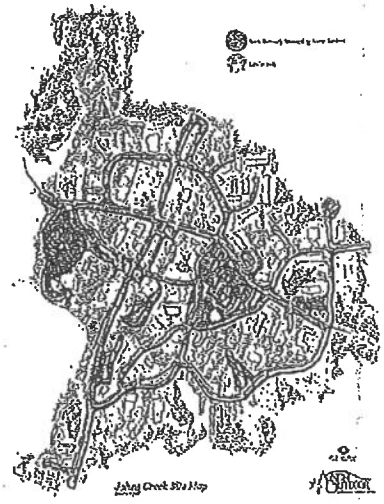
Seasonal color rotations are performed twice per year under the current agreement and include over 7900 square feet of flowers.

The project, submitted with Austin Outdoor's work at Technology Park Atlanta, was awarded a PLANET Award of Excellence in 2013.







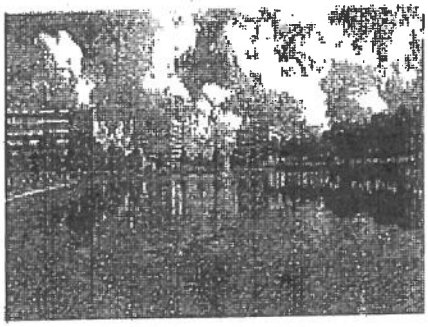


PLANET Award Winner
National Landscape Awards of Excellence
2013
RECOGNITION

Experience Listing

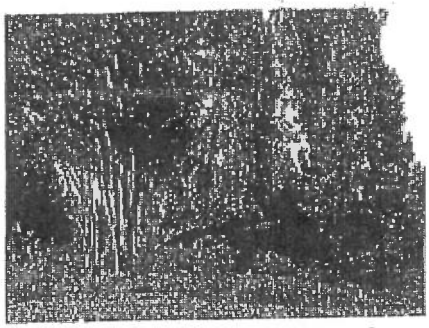
AUSTIN OUTDOOR
a yellowstone landscape company

Project Name Blue Cross Blue Shield of Florida Campus and Athletic Complex
Annual Investment $332,000
Client Since 2011
Client Contact Information Russell Peacock
Senior Manager
Blue Cross Blue Shield of Florida
4800 Deerwood Campus Parkway
Jacksonville, Florida 32246
T: 904.945.0621



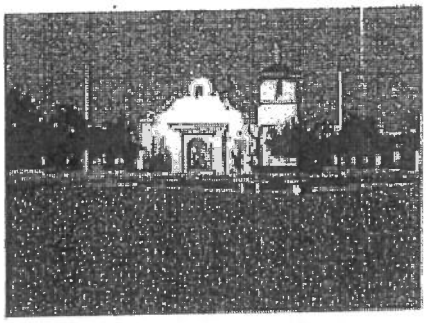
BCBS of Florida Campus

Project Name Johns Creek Parks & Presbyterian Athletic Fields
Annual Investment $230,000
Client Since 2010
Client Contact Information Rees Wait
Vice President of Development
TPA Group
3350 Engineering Drive, Suite 250
Norcross, GA 30092
T: 770.497.1400



Natural Setting at Johns Creek

Project Name Father Lopez Catholic High School Campus and Athletic Fields
Annual Investment $75,000
Client Since 2008
Client Contact Information Patricia Dailey
Assistant Principal
Father Lopez Catholic High School
3918 LPGA Boulevard
Daytona Beach, FL 32124
T: 386.253.5213

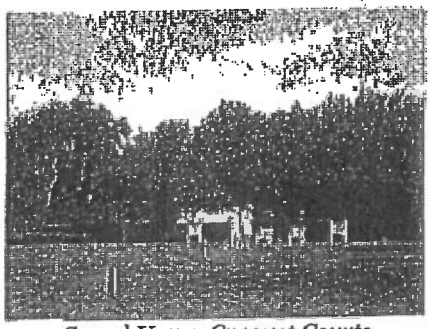


Father Lopez High School Campus

Experience Listing

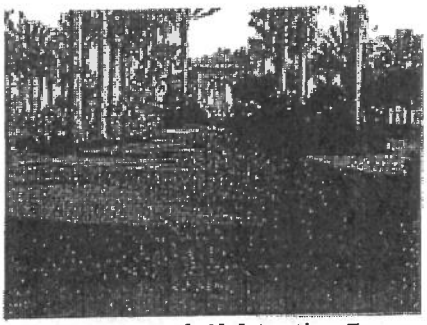
AUSTIN OUTDOOR
a yellowstone landscape company

Project Name	Grand Haven Grounds and Croquet Courts
Annual Investment	$534,000
Client Since	1997
Client Contact Information	Barry Kloptosky Operations Manager Grand Haven 2 North Village Parkway Palm Coast, FL 32137 T: 386.447.1888



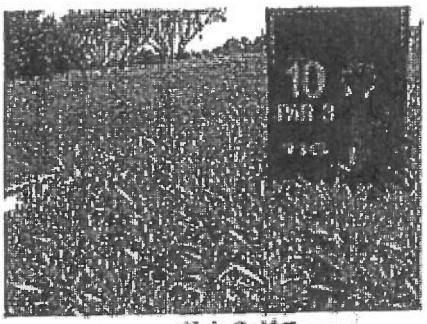
Grand Haven Croquet Courts

Project Name	Hammock Beach Club Grounds and Putting Course
Annual Investment	$375,000
Client Since	2003
Client Contact Information	Carlton Grant Operations Manager Hammock Beach Club 200 Ocean Crest Drive Palm Coast, FL 32127 T: 386.246.5500



Hammock Beach Club Putting Course

Project Name	Savanna Club Golf Course
Annual Investment	$368,000
Client Since	2009
Client Contact Information	Elfi Collins General Manager Savanna Golf Club 3490 Crabapple Drive Port St. Lucie, FL 34952 T: 772.879.1316



Savanna Club Golf Course

Experience
Landscape Management

AUSTIN OUTDOOR
a yellowstone landscape company

Project Type **Croquet Court**

Project Names Grand Haven
Palm Coast, Florida

Project Scope Grand Haven has two immaculately maintained, tournament-regulation croquet courts that are home to the 40-plus member Grand Haven Croquet Club and hosts numerous tournaments. The croquet courts feature—

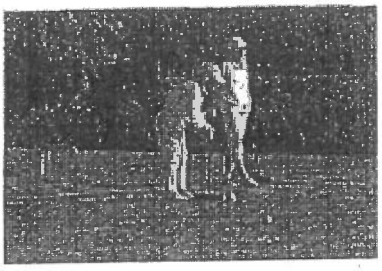
Bermuda turf that is cut 148 times a year at 4/16 to 5/16 of an inch

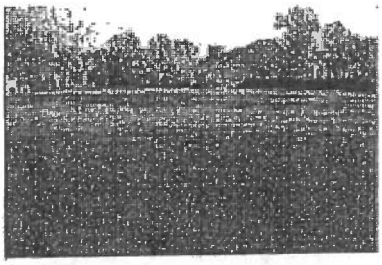
Turf that is fertilized monthly for a continuously green appearance

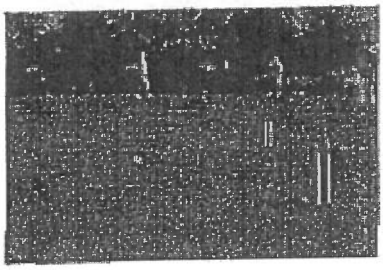
Turf that is aerified twice a year as well as verticutted and topdressed 10 times a year

Rolling twice a year to ensure the courts are flat

Palms, trees and shrubs that surround the courts for both privacy and an aesthetic appearance



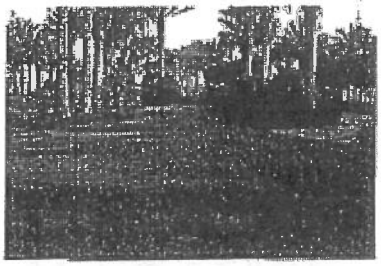




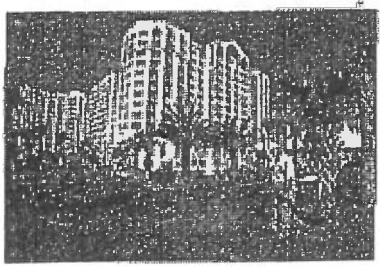
POINT OF INTEREST
The Grand Haven croquet courts were home to the 2006 National Croquet Day hosted by the United States Croquet Association.

Experience
Landscape Management

Project Type	**Putting Course**
Project Name	The Club at Hammock Beach Palm Coast, Florida
Project Scope	The nine-hole putting course at The Club at Hammock, a 1,000-acre, AAA Four-Diamond resort community, features—
	The use of growth regulators and preventative fungicide programs to provide tournament-quality putting conditions equivalent to those of championship courses
	A lush landscape that surrounds the putting greens and includes a variety of palms, shrubs and annuals
	Paspalum turf, which is mowed three times a week
	Monthly fertilizing of the turf to provide a vibrantly green appearance
	Bi-weekly rotating of hole cups
	Weekly raking of sand traps







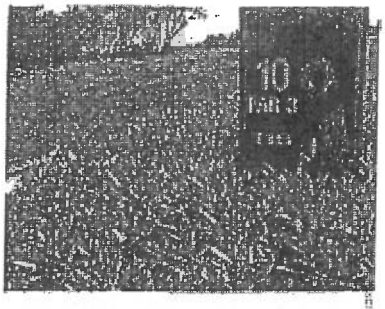
POINT OF INTEREST
Austin Outdoor was honored with two awards in 2008 for its landscape management work at The Club at Hammock Beach, which included recognition for its work on the putting course. The awards include the PLANET Environmental Improvement Grand Award (national) and FNGLA Award of Excellence (statewide).

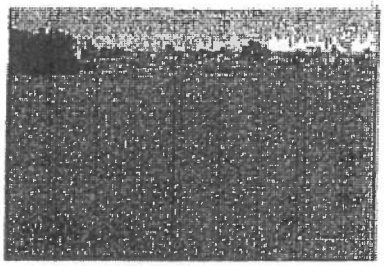
Case Study

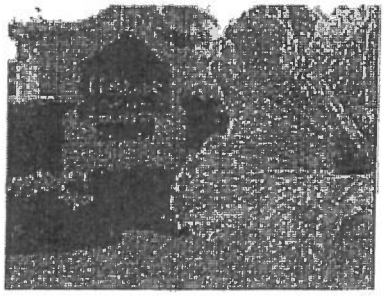
Specialty Landscape Management

AUSTIN OUTDOOR
a yellowstone landscape company

Project Name	**Savanna Club**
Project Location	Port St. Lucie, Florida
Project Type	Golf Course
The Need	The Savanna Club, an 18-hole golf course in South Florida, was working hard to manage the landscape on their golf course in-house. With changes in the area's economy and less golfers on their course, it was difficult to keep up with high-quality maintenance and budgetary goals.
The Solution	The Savanna Club already had equipment and employees onsite, easing Austin Outdoor's transition for the course's employees, the ongoing maintenance of equipment, and the agronomic oversight of the landscape. Under Austin Outdoor's leadership, a proper horticultural plan was written and implemented and safety and training programs were established.
The Result	The course is now in the best condition the community has experienced, while saving tens of thousands in operational costs. According to the General Manager, Elfi Collins, this is the first time the Savanna Club course has been consistently in good condition and operated in the black.



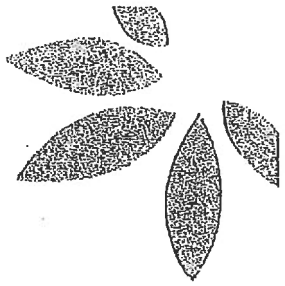




FROM THE CLIENT'S PERSPECTIVE

"I for one think the golf course is in the best condition I have ever experienced."

Marcia Richling
Golf Committee



Documents

Business Tax Receipt

The City of Ormond Beach

AUSTIN OUTDOOR
a yellowstone landscape company

Please Remember:

- to renew by September 30 every year to avoid penalties
- to notify us if your business changes name, owner and/or location
- to provide us up-to-date State license information and/or insurance coverage (if required)

Thank you for doing business in Ormond Beach!

14-10640

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or blonline@ormondbeach.org

Fee: $25.00
Valid 6/04/14 - 9/30/14

Classification	Location / Phone
SPECIALTY CONTRACTOR IRRIGATION SPECIALTY CONTRACTOR	1 OUTSIDE CITY OF ORM BCH (888) 437-8211

AUSTIN OUTDOOR, LLC
P.O. BOX 849
BUNNELL FL 32110

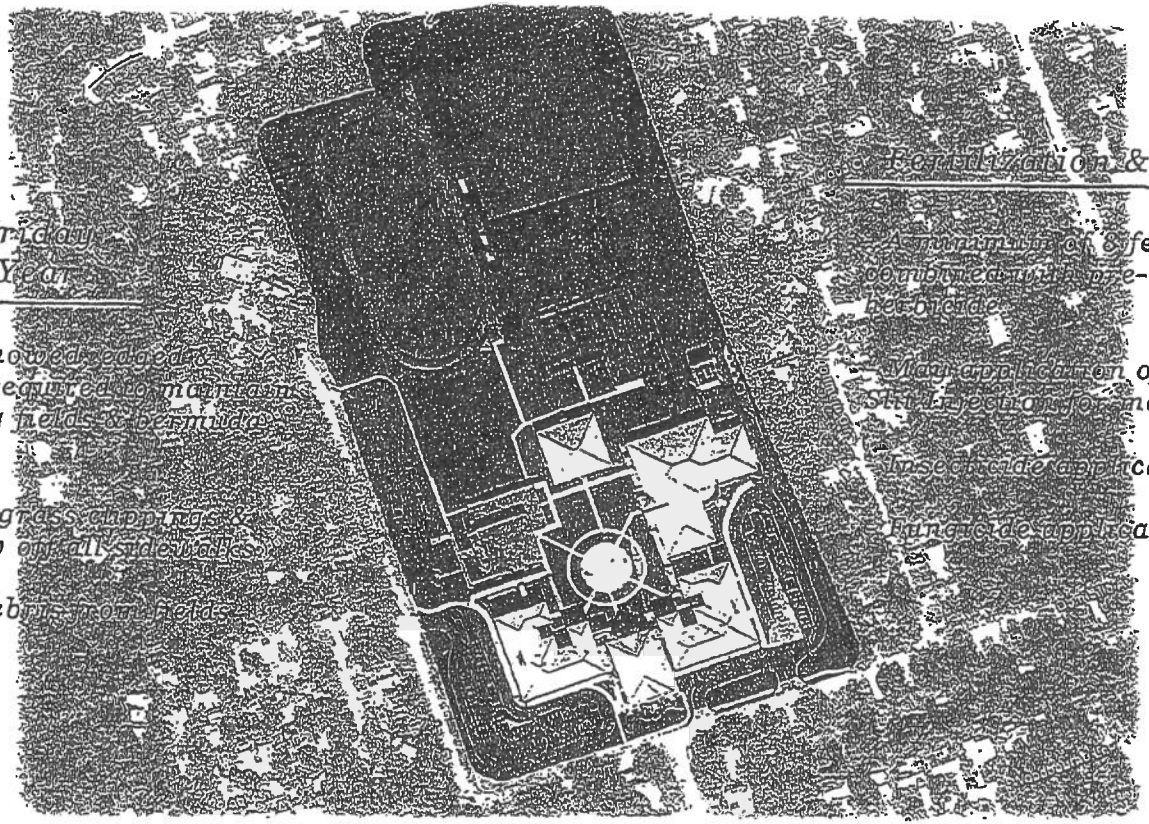
BUSINESS REGISTRATION

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

Ormond Beach Middle School

Landscape Management Schedule

June, 2014



Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

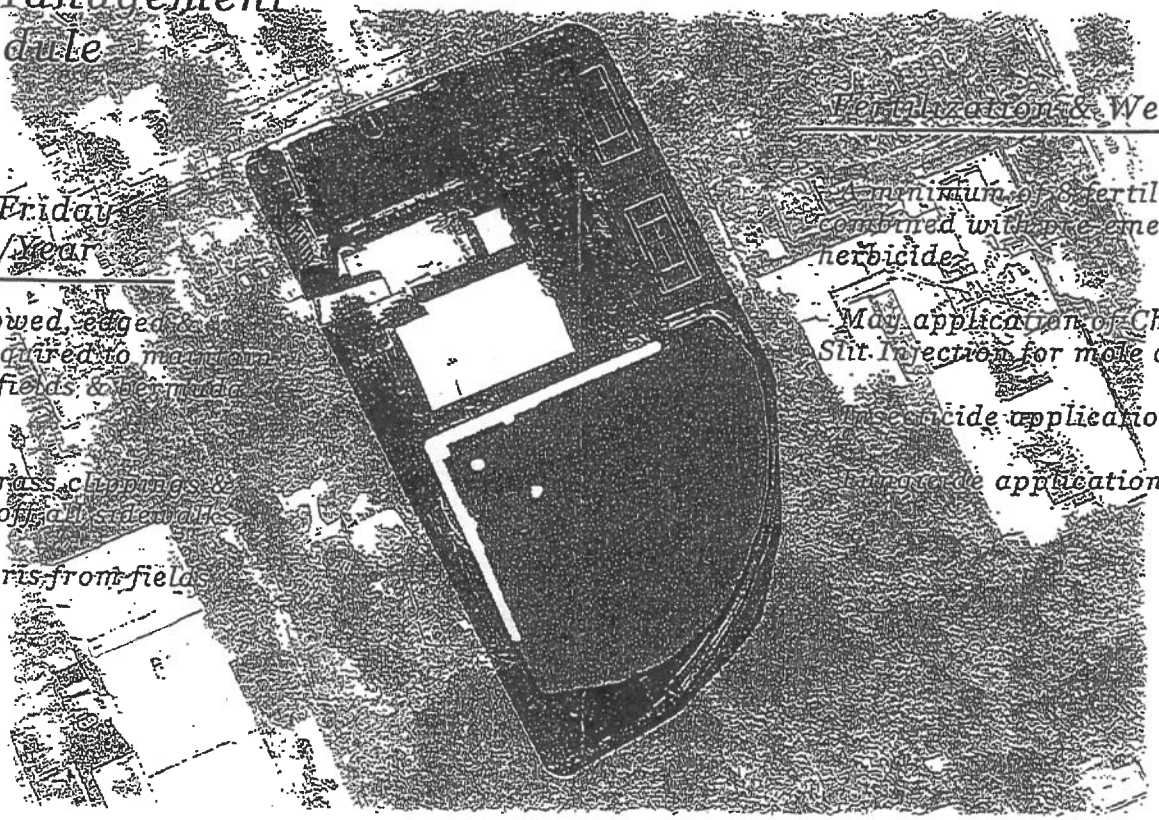
- Insecticide applications as required.

- Fungicide applications as required.

South Ormond Neighborhood Center

June, 2014

Landscape Management Schedule



Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

A minimum of 8 fertilizations, combined with pre-emergent herbicide.

May application of Chipco Choice Slit Injection for mole crickets.

Insecticide applications as required.

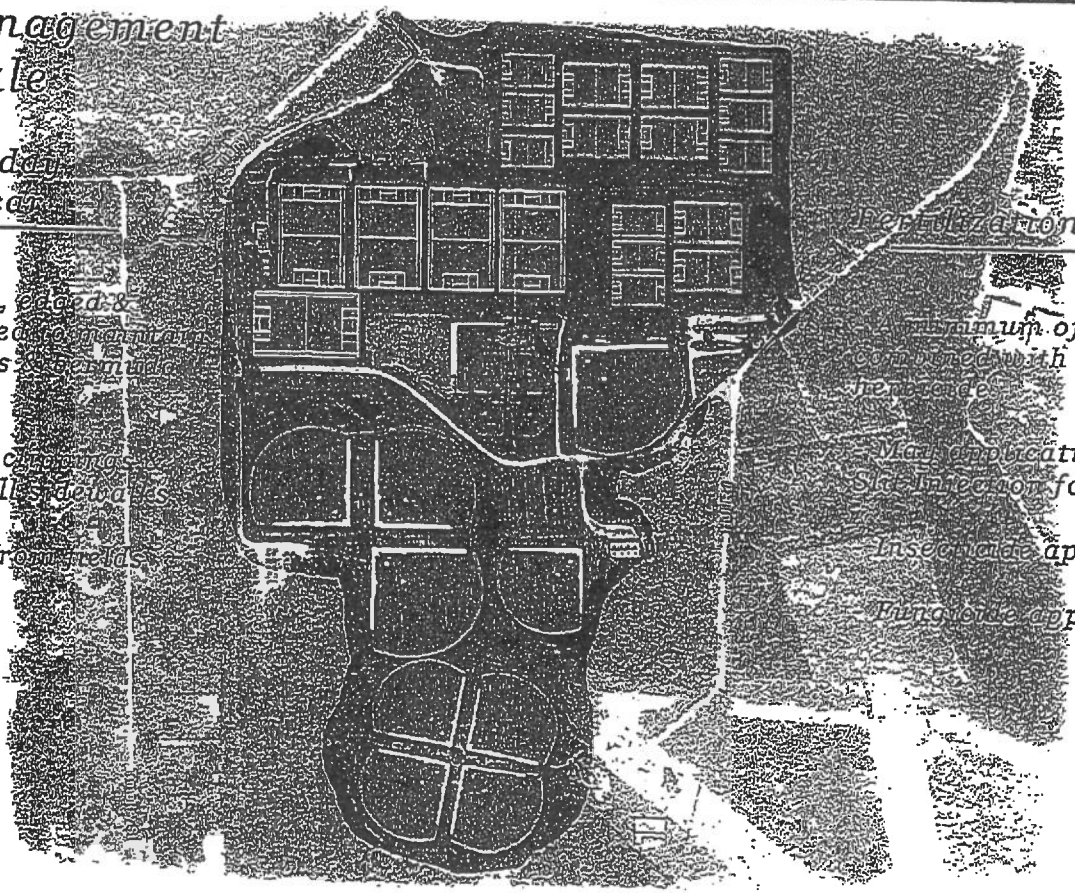
Fungicide applications as required.

Ormond Beach Sports Complex, (Airport)

June, 2014

Landscape Management Schedule

Monday - Friday
52 Weeks/Year



Fertilization & Weed Control

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields of bermuda grass.

- Remove excessive grass clippings, trimmings and blow off all sidewalks.

- Remove litter & debris from fields daily.

A minimum of 8 fertilizations, combined with pre-emergent herbicide.

Mole application of Chipco Choice Soil Injection for mole crickets.

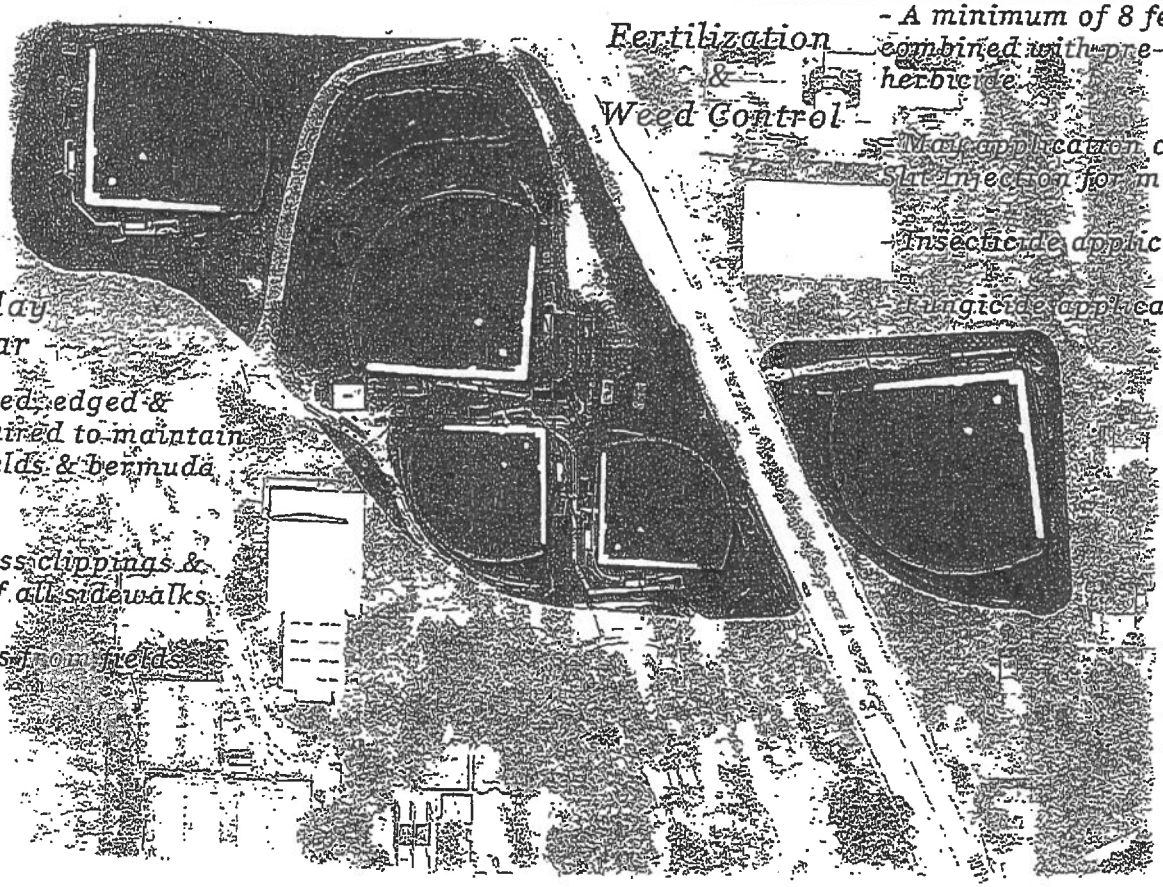
Insecticide applications as required.

Fungicide applications as required.

Nova Community Park

Landscape Management Schedule

June, 2014



Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.
- Mid application of Chipco Choice Slit Injection for mole crickets.
- Insecticide applications as required.
- Fungicide applications as required.

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.
- Remove excessive grass clippings & trimmings and blow off all sidewalks.
- Remove litter & debris from fields daily.

CITY OF ORMOND BEACH FLORIDA

AUSTIN OUTDOOR

Equipment to be Purchased by Austin Outdoor

Equip. #	Description	Serial Number	Meter Reading	Bid Price
504	2012 TORO CART	312000191	0	$13,400
e 512	2013 TORO SPRAYER	313000129	0	Incl
573	1990 JACOBSEN F-10	70502 2564	6,419	$5,155
E 523	1998 GOOSEN Verticutter VV-1	00232	0	$3,800
e 546	2005 JOHN DEERE 3225C	TC3225C020222	2,543	$7,510
e 560	2012 TORO Reel Master	312000204	652	$12,900
e 564	2011 TORO Reel Master	311000171	628	$12,000
e 565	2010 TORO Reel Master	310000177	1,910	$20,520
E 581	2011 TORO Z Master	310000250	1,345	$4,880
e 583	2009 JOHN DEERE Z TURN MOWER	TCZ850A020014	1,185	$3,400
e 595	2013 VICON SPREADER	21028	0	$900
E 648	1988 RYAN AERATOR 5443178810	128585	0	$750
561	1991 FORD TRACTOR	BC85297		$4,660
				$89,875

City of Ormond Beach
BID OPENING TABULATION
Athletic Field Maintenance Service, BID 2014-15

Bid Opening Date: June 12, 2014
Time: 10:00 AM

Company Submitting Bid	Address	Bid Bond	Addendum 1 & 2	Base Bid	Alternate Bid #1	Alternate Bid #2	Alternate Bid #3	Alternate Bid #4	Alternate Bid #5	Alternate Bid #6	Alternate Bid #7	Alternate Bid #8	Alternate Bid #9
Down To Earth	Po Box 738 Tangerine, FL 32777	✓	✓	432,671.00	50,000.00	8250.00	44,783.25	27,690.00	7,100.00	50,473.50	57,000.00	330,000.00	84,700.00
JSM Services, Inc	414 Lake Mills Rd Bartow FL 33830	✓	✓	555,493.20	33,320.00	8,250.00	39,228.21	6,458.16	13,037.02	91,080.00	75,000.00	342,960.00	84,700.00
Austin Outdoor	3235 N State St Po Box 849 Bunnell, FL 32110	✓	✓	412,865.00	38,000.00	9,000.00	33,796.00	6,915.40	5,190.10	102,465.00	58,000.00	351,000.00	92,400.00
Tree Green Landcare	11244 Boggy Creek Rd Orlando, FL 32824	✓	✓	420,000.00	90,000.00	750/00	36,408.75	43,179.10	8,691.50	85,242.25	16,500.00	336,000.00	7,706.00
				419,999.80		8,250	36,372.59	43,199.24	8,691.41	85,210.40			84,700.00

Opened By: [signature] Tabulated By: April Martin

Purchasing Coordinator (TITLE) Engineering Projects Coord. (TITLE)

12-05-14A10:00 RCVD

Field Preparation/Grounds Maintenance Staff Responsibilities

In this transition, the retention of three (3) FTE and addition of (4) PTE will enable the department to facilitate the over 8,000 practices and games held on the City's sports fields.

Housed within the parks and sports complexes, staff's areas of responsibilities include:

- five (5) junior baseball fields
- four (4) baseball fields
- six (6) softball fields
- four (4) t-ball fields
- nine (9) soccer fields
- five (5) multi-purpose fields
- one (1) stadium field
- four (4) playgrounds
- eight (8) racquetball courts
- ten (10) tennis courts
- three (3) basketball courts
- five (5) pavilion areas
- Nova skate park

Below is an extensive list outlining duties and tasks to be performed by the Field Preparation/Grounds Maintenance staff:

Soccer/ Football

- Paint soccer fields weekly throughout the spring and fall season
- Move soccer goals onto playing fields and sandbag daily
- Prepare soccer fields for games (i.e., install flags and move player benches)
- Inspect soccer nets and re-strap daily
- Remove/replace trash totes from soccer fields for contractor to empty three times per week
- Pickup loose trash on soccer fields daily
- Check fields for holes and fill with proper material daily
- Layout/paint lines and numbers for football field for all users
- Move bleachers into place as needed
- Install football field equipment for all games (i.e. pylons, yard markers, goal pads, player benches)
- Clean stadium bleachers for trash after each game day
- Install and remove protective carpets for games
- Clean press box as needed
- Layout and paint Rugby Fields as needed

Baseball/ T-Ball/ Softball:

- Prepare fields and clay for games and practices (i.e., lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Pick up trash daily
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Spread turface as required
- Apply crimson stone to warning tracks as needed

- Spray, remove weeds and edge warning tracks
- Repair fences and backstops as needed
- Inspect and prepare batting cages (i.e., level clay, lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Routinely check pitching mound height to see that it meets proper specifications
- Use backpack blower to eliminate accumulations of clay and turface along radius area weekly
- Inspect bleachers for safety routinely and hidden bee nests
- Provide total support required by Wendelstedt Umpire School
- Re-attach wind screens and batter's eye screens as needed
- Inspect and attach rail cap as needed
- Apply or spread clay in low areas as needed
- Prepare clay for practices
- Remove equipment placed on field by user groups to proper locations daily
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines
- Prepare clay for practices

Playgrounds, Tennis/ Raquetball Courts/ Parking Lots & Common Areas:

- Remove any graffiti found on equipment and facilities or repaint if needed
- Rake mulch under swings, slide etc.
- Wipe down picnic tables with cleaner
- Check for loose and missing parts of playground apparatus
- Check decking for trip hazards
- Clean signs
- Remove Downed limbs and branches
- Blow off pavilions, sidewalks, dugouts, parking lots, handball courts, tennis courts and skatepark.
- Replace tennis nets, center straps and basketball nets as needed.
- Pick up trash and debris daily
- Adjust parking curb stops as required
- Check signs
- Wash signs when needed
- Spread and rake sand in sand areas and sandbox as needed
- Empty trash receptacles into totes and place outside playground for contractor
- Check for loose and missing parts of playground apparatus
- Inspect pavers for proper location and reposition as required

Other Duties as needed:

- Delivery, setup and removal of bleachers to various locations throughout the city for special events and activities
- Supply support staff for 4th of July Celebration
- Supply support staff for Christmas Parade
- Assistance with City Wide emergencies
- Hurricane preparation for all sports complexes

Fencing Proposal / Option 1



Ormond Beach, Florida

OF ORMOND BEACH

EXHIBIT "D"



Ormond Beach, Florida

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC** ("Contractor"), 3235 North State Street, Bunnell, FL 32110, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid dated June 12, 2014 ("Athletic Field Maintenance Service, 2014-15"), attached hereto as Exhibit "A", and "Equipment to be Purchased by Austin Outdoor", attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years beginning on April 1, 2015 and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.**

   A. Contractor will submit a monthly invoice to the City for Part 1 (Base Bid Schedule) at 1/12 of the cost of the total base bid. Contractor will submit an invoice to the City for Part 2 (Additive Alternate) per unit prices based on actual work performed. Invoices shall be based on the prices set forth on Exhibit "A" and submitted to City at the end of the month. Invoices will be processed by City in a timely manner, and if all conditions of the Agreement have been met, payment will be made to Contractor no later than thirty (30) days after City's approval.

   B. Contractor shall purchase the equipment "as is" at the prices set forth on Exhibit "B" having a total value of $89,875.00. For the first twelve (12) months of the Agreement, Contractor's invoices to City shall reflect a credit of $7,489.58. In the event the Agreement is terminated within the first year, Contractor shall immediately pay City the balance owed for the equipment ($7,489.58 x the number of months remaining in the first year of the Agreement). The parties agree to execute any and all documents necessary to effectuate the sale of the equipment listed on Exhibit "B".

   C. Upon termination of the Agreement, City has the option to buy back the equipment listed on Exhibit "B" from Contractor at the fair market value at the time of termination.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement.**

(a) If the Contractor fails to perform the conditions of the Agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the Agreement. Termination or cancellation of the Agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the Agreement without cause with a forty-five (45) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

(b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit(s) attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Contractor**
Joyce Shanahan, City Manager	Austin Outdoor, LLC
(copy to City Attorney)	Barry Critcher, Business Development Mgr.
22 South Beach Street	3235 North State Street
Ormond Beach, FL 32174	Bunnell, FL 32110

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in

equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors

9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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). 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.

19. **Requirements for Certificates of Insurance.**

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

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

legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

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

DATED this 17th day of March, 2015.

Witnesses:

Print Name: Shannon

Print Name: Colby Cilento

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

S:\Legal\CINDY\Contracts\Austin Outdoor (athletic field P15-0043G).docx

DATED this 27th day of March, 2015.

Witnesses:

Lisa Hall

Print Name: Lisa Hall

Print Name: Christina Franzen

AUSTIN OUTDOOR, LLC

By:

Print Name: William M. Dellecker

Title: President

Attest:

Print Name: BARRY CRITCHER

Title: BUSINESS DEVELOPMENT MGR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026 — 3/25/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Safety National Casualty Corporation — 15105 **INSURER B :** ACE Property and Casualty Insurance Company — 20699 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19525393 **REVISION NUMBER:** XXXXXXX

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 Pesticide&Herbicide X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - $1M x $1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE SIR	$ 10,000,000 $ 10,000,000 $ 25,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	LDS4066360	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

19525393
City of Ormond Beach
399 North US 1
Ormond Beach FL 32174

CANCELLATION See Attachments

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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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC
Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC

Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC
Greenery NYC, Inc
Elegant Lawn Care, LLC
Rainmaker Irrigation & Landscaping, LLC
Boren's Grass Groomers, LLC
Frank Carson Landscape & Maintenance, LLC
Green Earth Inc. (effective 5/1)

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.L.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Yellowstone Landscape Grounds Maintenance Contract Amendment		
Recommended Action	Staff recommends the approval of the $13,128 amendment and the 2 contract verbiage changes to the Yellowstone Landscape contract.		
Strategic Goal	Quality of Life - Improve the attraction and beautification of Ormond Beach by supporting the placement of public art, community gateway planting/landscaping, and lighting of bridge.		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a request to approve an amendment to the City's existing contract with Yellowstone Landscape in the amount of $13,128 for additional services to the grounds maintenance contract and 2 contract verbiage changes.

Staff works closely with Yellowstone to ensure the City receives the best grounds maintenance services at the best possible price. The contract stipulates additional costs will be in accordance with the executed contract's unit costs or as otherwise negotiated by City staff for additional site maintenance, not presently included within the contract. Staff conducted due diligence between past and current sites to assure the City is receiving full value.

Contract Verbiage Changes

- The amendment extends the non-renewal notice requirement from 90 days to 180 days, moving the General Grounds Maintenance contract renewal notice deadline to April 4.
- The amendment revises the CPI adjustment period and moves the contractor's deadline to request a rate adjustment to March 1. All other CPI increase terms remain the same.

Current Contract Amount	**$2,034,445.78**
A1A medians north of Granada (newly developed safety medians) – (16) services for (7) new medians. ($106/month)	$1,272

Airport aircraft parking area herbicide treatment – (2) services, expanding the current herbicide treatment areas to include aircraft parking. ($53/month)	$636
Business Park extended roadway to Pineland Trial – (29) services, new right-of-way services including curbs and guard railings. ($725/month)	$8,700
Cassen Park Sable Palm pruning – (39) new palms add during renovation-1x trimming per year. ($104/month)	$1,248
SR40 Bridge embankments – (12) services, herbicide treatments for concrete embankments (both sides). ($106/month)	$1272
Total Contract Amendment	$13,128
Total Adjusted Contract Price	**$2,047,573.78**

Financial Impact

The amendment will result in an adjustment of $13,128, for a full contract price of $2,047,573.78. Sufficient funding is available and is shared by Fund 001-General Fund, Fund 401-Water/Wastewater, Fund 104-Community Redevelopment, Fund 108-Airport, and Fund 460-Solid Waste.

Citizen Impact

Residents, businesses, and visitors benefit by the City providing attractive, safe, and functional City property and parks for all to enjoy.

Attachments

1. 26-43 Grounds maint - Austin Outdoor Amend & Restate (P26-0025G)
2. Amendment 1-2026
3. Yellowstone Agr - Grounds Maintenance
4. Addendum 25-26
5. Insurance Certificate
6. COB Contract Ammendment - A1A North Medians
7. COB Contract Ammendment - Airport Taxiway Parking Area Herbicide Application (002)
8. COB Contract Ammendment - Cassen Park Additional Palm Trimming
9. COB Contract Ammendment - Under Granada Bridge Embankment Herbicide Application (002)
10. COB Contract Ammendment - Business Park rear entrance to Pineland Trail
11. Airport Aircraft parking area treatments
12. SR 40 Bridge embankment (002)
13. New A1A medians
14. Business Park rear entrance
15. Cassen Park

RESOLUTION NO. 2026-43

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF AGREEMENT FOR GROUNDS MAINTENANCE SERVICES WITH AUSTIN OUTDOOR, LLC d/b/a YELLOWSTONE LANDSCAPE; AUTHORIZING THE EXECUTION OF AMENDMENT #1-2026 FOR ADDITIONAL SERVICES; 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 an Amendment And Restatement of Agreement for Grounds Maintenance Services with Austin Outdoor, LLC d/b/a Yellowstone Landscape. A copy of said Amendment is attached hereto and incorporated herein by reference.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute Amendment to Contract No. 1-2026 with Austin Outdoor, LLC d/b/a Yellowstone Landscape to account for additional service areas not listed within the original contract. The said Amendment, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by $13,128.00.

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

APPROVED AND AUTHENTICATED, this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2026\03-24-26\26-43 Grounds maint - Austin Outdoor Amend & Restate (P26-0025G).docx

Amendment to Contract
No. 1-2026

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

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

CONTRACTOR
Yellowstone Landscape
PO Box 849
Bunnell, FL 32110

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

Increase the Contract Price from $ 2,034,445.78 to $ 2,047,573.78

Original Contract Price: $1,092,387.00

Adjustments prior to this amendment: $942,058.78

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

(7) new A1A medians N. of Granada	$ 1,272.00
Airport aircraft parking herbicide treatment	$ 636.00
Business Park new rear entrance mowing	$ 8,700.00
(39) new Cassen Park Sable palms trim	$ 1,248.00
SR40 Bridge embankments herbicide treat	$ 1,272.00
Total Amendment to Contract	**$13,128.00**

Contract Price with all adjustments: $2,047,573.78

CITY OF ORMOND BEACH

RECOMMENDED:

By: _____
Robert Carolin
Leisure Services Director

APPROVED:

_____
Jason Leslie
Mayor

ATTEST: _____
Joyce A. Shanahan
City Manager

APPROVED:

_____
Yellowstone Landscape

_____
Title

_____
Printed Name

AMENDMENT AND RESTATEMENT OF AGREEMENT FOR GROUNDS MAINTENANCE 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 **Austin Outdoor, LLC d/b/a Yellowstone Landscape** ("Contractor"), 1077 Derbyshire 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:

WHEREAS, the City and Contractor entered into an Agreement for Grounds Maintenance services dated October 1, 2012; and

WHEREAS, the City and Contractor entered into an Amendment to Agreement dated November 17, 2015; and

WHEREAS, the City and Contractor wish to amend the provisions for contract renewal notice and the deadline to request CPI increases, and incorporates these amendments, along with all others into an Amendment and Restatement Agreement, and,

WHEREAS, the City and Contractor wish to amend and restate the Agreement in its entirely to state as follows:

1. **Scope of Work.** The document entitled "Invitation to Bid [Grounds Maintenance Services-Facilities, Parks & Right of Ways, Bid No. 2012-10]", 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.** The initial term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2012 through September 30, 2015; and will be automatically renewed for additional one (1) year periods on October 1st of each year thereafter unless either party provides at least one hundred eighty (180) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.** The Contractor shall provide the equipment and perform the services at the prices described in 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 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, except as provided by Paragraph 2, intent not to renew, and the notice requirements therein.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit(s) attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Austin Outdoor, LLC d/b/a**
Joyce Shanahan, City Manager	**Yellowstone Landscape**
(copy to City Attorney)	Brian Weatherby, Branch Manager
22 South Beach Street	1077 Derbyshire Road
Ormond Beach, FL 32174	Daytona Beach, FL 32111

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim..

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors

i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also

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

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

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

19. **Requirements for Certificates of Insurance**.

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of

premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

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

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

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

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

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and

City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Cost Adjustment.** No later than March 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 calendar year. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission, shall take effect on October 1 of the year in which approved.

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

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____
Print Name: _____

By: _____
JASON LESLIE
Mayor

_____
Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2026.

Witnesses:

AUSTIN OUTDOOR, LLC
d/b/a Yellowstone Landscape

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

Attest: _____
Print Name: _____
Title: _____

EXHIBIT "A"

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Grounds Maintenance Services – Facilities, Parks & Right of Ways**

BID NUMBER: **2012-10**

BID OPENING DATE & TIME: **April 25, 2012 at 10:00 A.M.**

BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: **March 21, 2012 at 2:00 P.M. - Mandatory**

PRE-BID MEETING LOCATION: **Training Room at Human Resources Office, City Hall**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Austin Outdoor, LLC

BIDDER'S MAILING ADDRESS: PO Box 849

CITY-STATE-ZIP: Bunnell, FL 32110

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-5143

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)

William M Dellecker
NAME (TYPED)

President
TITLE

4/23/2012
DATED

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of One Hundred and Twenty (120) days unless otherwise specified.**

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

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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

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

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

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

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

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

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

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall he otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional grounds maintenance services throughout the entire City of Ormond Beach (Zones 1 through 4) for all facilities, parks and rights of way.

SCHEDULE OF BID:

March 11, 2012	Legal Advertisement
March 21, 2012	Mandatory Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.
April 25, 2012	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of three (3) years starting on the commencement date and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms.

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BID DELIVERY: Submit one (1) signed and unbound original Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For 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 Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, macdonald@ormondbeach.org.

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

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

BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Contractor doing work for the City of Ormond Beach, on City property shall be registered to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such insurance as is required by City ordinance, which shall be incorporated in and made part of the contract documents. This proof of insurance will be required prior to commencement of any on-site work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Annual - A plant that lives for only a year.

Authorized Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

Ground Cover - a dense, extensive growth of low-growing plants, other than turf grass, normally reaching a maximum height of not more than eighteen (18") inches at maturity.

Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to landscape areas by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Mulch - used in landscape design to retard erosion, weed infestation, and retain moisture in planting areas.

Palm - a monocot tree which normally attains an overall height of at least twenty (20) feet.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

pH - the scale on which the acidity or alkalinity of soil is measured. It ranges from 1, an acid of fearsome strength, to 14, an alkali of equal ferocity, with 7 being the neutral point. Most garden soils fall between a pH of 5.5 and 8.6.

Plant Material - any of the following or a combination thereof such as, but not limited to: grass, ground cover, shrubs, vines, hedges, trees and palms.

Prune - the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association standards as incorporated herein, and as may be amended.

Shrub - a self-supporting woody perennial plant normally growing to a height of twenty-four (24") inches or greater and characterized by multiple stems and branches continuous from the base.

Sucker Growth - a shoot or stem that arises from the roots or trunk bases of a tree or shrub.

Supervision - the act, process, or function of supervising.

Top Soil - a medium composed of naturally occurring mineral particles and organic matter which provides physical, chemical and biological properties necessary for plant growth.

Tree - any living self-supporting woody plant which locally grows to an overall height of fifteen (15) feet or greater with a minimum crown spread of fifteen (15) feet or greater and which has a trunk which can be maintained with over five feet of clear trunk.

Turf Grass - any member of the very large grass family (Poaceae or Gramineae). Any area planted with lawn grasses.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

Weed - any plant that is unwanted and a nuisance in the context of a particular environment, whether it be a garden, a cultivated field, a pasture or in natural woodland or forest.

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing machinery, equipment, tools, all materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and required in these specifications.

MAINTENANCE CLASSES: Staff has designated all locations within this bid as one of the following service classes or what we refer to as "level of finish". The more site visits performed, the higher level of finish is expected for a site with that designation.

Each class typically represents the frequency of turf grass mowings / cuts unless otherwise noted in the chart and other landscape related maintenance tasks such as pruning of trees, shrubs and groundcovers as needed or as specified in this bid document. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits etc. must be performed with every scheduled site visit.

Example #1: Granada Medians – Class "A" requires 39 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

Example #2: - Vining Court – Class "A" requires 0 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

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Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first thirty (30) visits of the season are to occur every seven (7) days starting March 14th. The final nine (9) visits are to occur every fourteen (14) days (November 1st to March 13th).

Class "B" Maintenance

Number of Site Visits: A total of twenty-nine (29) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first two (2) visits of the season are to occur every fourteen days starting on April 1st. The next seventeen (17) visits of the season are to occur every seven (7) days (May 1st to August 31st). The next six (6) visits are to occur every fourteen (14) days (September 1st to November 30th). The final four (4) visits are to occur every thirty (30) days (December 1st to March 31st).

Class "C" Maintenance

Number of Site Visits: A total of sixteen (16) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first ten (10) visits of the season are to occur every fourteen days starting April 1st. The final six (6) visits are to occur every thirty (30) days (September 1st to March 1st).

Class "D" Maintenance

Number of Site Visits: A total of eleven (11) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The eleven (11) visits are to occur approximately every thirty (33) days.

The following maintenance activities will occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass area, parking area, sidewalks mulched landscape areas and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds, tree limbs, etc. from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state and local laws, rules and regulations.

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MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shouldn't be allowed to reach a height of six (6") inches or more unless otherwise requested by the City. The minimum turf grass mowing heights are as follows:

St. Augustine – 3" minimum mowing height

Empire Zoysia – 2" minimum mowing height

Argentine Bahia – 3" minimum mowing height

Areas where large mowers are impractical shall be serviced using **small push mowers such as the narrow median tips along Granada Boulevard, US1, Nova Road and A1A.** Mowing of wet turf grass shall be avoided unless permission is authorized by City staff. Contractor shall leave surrounding area(s) in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. **Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains per City Ordinance, Section(s) 10-8 and 10-9.**

PRUNING OF SHADE AND ORNAMENTAL TREES: Trees are to be pruned to maintain their natural shape and form by cutting any limb or "flag" that creates an odd shape or appearance. Dead, dying, diseased, sucker growth, and weak branches shall be removed to maintain a minimum 7'6" clear trunk height to provide unimpeded pedestrian or vehicular use of the sidewalks, roadways, parking areas, turf grass areas, planting beds, playgrounds and to provide visibility to all traffic devices and business identification signage.

All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards.

Crape myrtle trees are not pruned within the City limits and are not part of this bid. However, the contractor is responsible to remove all sucker growth that occurs between the rootball and bottom of the tree canopy.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor will also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements, if needed (see ornamental pruning specifications). The Maximum shrub height if found within sight distance triangles is 2'-6".

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses and unwanted plant growth shall be removed from all mulched planting areas by hand pulling to removing the entire root system, or by herbicide spraying to effectively kill the entire root system of unwanted plant material. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor is responsible to remove and dispose of all dead ornamental trees, shrubs and ground cover during each scheduled visit. The contractor is responsible to notify staff to determine if a replacement is necessary.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

The following maintenance specification and schedules must be adhered to during this maintenance contract:

TURF GRASS FERTILIZATION (St. Augustine and Empire Zoysia): All turf grass shall receive four (4) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized four (4) times per year and no more than one (1) pounds of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash will be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and September.

SHADE AND ORNAMENTAL TREE FERTILIZATION: All trees shall be fertilized one (1) time per year in early Spring with a balanced, slow release fertilizer, including minors at a rate of one (1) lbs per inch of caliper measured at DBH (4.5' above rootball).

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and September. Broadcast the fertilizer under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUNDCOVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) times per year in March with a heavy application of a balanced, slow release fertilizer, including minors. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting on-top of mulch will not be allowed unless approved by City staff.

DISEASE & INSECT CONTROL: Contractor is responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations will be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records will be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City Contract Manager. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Ormond Beach Building and General Inspections Division.

HERBICIDES: Herbicide(s) may be used only with the prior written approval of the City and only in those areas authorized by the City staff. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and be competent to recommend appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be State Licensed to apply herbicides, and a copy of that license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas will be replenished once a year during the winter months of November to March. The Contractor will properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes (per City Landscape Architect direction), raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks, removing all weeds and dead plant materials prior to top-coating existing mulch areas with grade "A" shredded cypress hardwood mulch with pre-emergent. The Contractor shall replace areas where wash out occurs due to storms on an as-needed basis and the repair work will be billed as an extra work item. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

PLANT MATERIAL PRUNING SPECIFICATIONS AND SCHEDULE:

SHADE AND ORNAMENTAL TREES: Contractor will be responsible to prune all trees within the locations listed in this bid document. All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards. Contractor will not be responsible to prune trees above a 15' height limit. Some of the most common trees are listed below:

Crape Myrtles: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6". **We do not cut back or tip our Crapes on a yearly basis.**

EP / Dahoon Hollies: Prune to keep a loose natural form by removing any branches that take away from the natural oval shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". DO SHEER INTO A TIGHT TOPIARY SHAPE.

Elm Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Maple Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oaks Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oleander Standard Species: Prune to keep a loose natural form by removing any branches that take away from the natural round shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". **Do not sheer into a tight topiary shape.**

PALM TREES (ADDITIVE ALTERNATE): Contractor will be responsible to prune all palm trees per the quantities listing below if they are added to the base bid of this contract. The palms will be trimmed at the frequency specified to keep them free of seedpods and dead palm fronds. **No green palm fronds shall be removed during any trimming.**

SHRUBS: Contractor will be responsible to prune all shrubs within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications of each:

Azaleas: Prune after bloom has ended.

Boxwoods: Sheer tightly and box at a height of 24"- 36" as directed by staff.

Crinums: Remove damaged leaves and flower pods in Winter / Spring. Do not cut to ground unless directed by staff.

Japanese Holly: Sheer loosely and rounded at a height of 24"- 48" as directed by staff.

Japanese Privet: Sheer top rounded to a height of 24"– 48" as directed by staff.

Ilex Species: Sheer tightly and rounded at a height of 18"- 36" as directed by staff.

Indian Hawthorn: Sheer tightly and rounded at a height of 18"- 36" as directed by staff.

Juniper Species: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Nandinas: Sheer tightly and rounded at a height of 18"- 30" as directed by staff.

Oleanders: Prune loosely and rounded at a height of 24"- 48" as directed by staff.

Philodendrons: Prune to remove damaged / brown leaves as needed.

Pineapple Guava: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Pittosporums: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Podocarpus: Sheer tightly and box at a height of 36"- 72" as directed by staff.

Shrub Roses: Dead head roses after bloom and keep form small and compact.

Schefflera: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Silverthorn: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

Viburnum Species: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

Wax Myrtles: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

GROUNDCOVERS: Contractor will be responsible to prune all groundcovers within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications for each:

Agapanthus: Remove spent flower stalks after bloom is completed within 30 days.

Asiatic Jasmine: Sheer once per year to adjust height for matching consistency.

Bulbines: Remove spent flower stalks after bloom is completed within 30 days.

Daylilys: Remove spent flower stalks after bloom is completed within 30 days.

Flax Lilies: Remove spent flower stalks after bloom is completed within 30 days.

Iris: Hand prune to thin out material as needed to remove old dead or dying growth. Remove spent seed pods after bloom is completed within 30 days.

Junipers: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Liriopes: Hand prune to thin out material as needed to remove old dead or dying growth.

Perennial Peanut: Mow once per year as directed by staff.

Society Garlic: Remove spent flower stalks after bloom is completed within 30 days.

ORNAMENTAL GRASSES: Contractor will be responsible to cutback all grasses within the locations listed in this bid document. Some of the most common grasses are listed below:

Crown Grass: Do not cut back unless authorized by staff. (Example: I-95 Slopes).

Dwarf Fakahatchee Grass: Do not cut back unless authorized by staff. (N. US1 Gateway).

Fountain Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Muhly Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Pampas Grass: Cut back to 2' – 4' foot tall at beginning of Winter.

Sandcord Grass: Cutback to 4"-6" inches tall at beginning of Winter.

The following specifications are for the Granada Boulevard Medians specifically but should be used as a guideline for all FDOT permitted median plantings.

Yaupon Hollies: Must be maintained at a maximum height of 24" inches. The hollies along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Flax Lilies: Cut back 2"-3" above the ground if damaged by frost.

Indian Hawthorn: Must be maintained at a maximum height of 24" inches. The hawthorn along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Parson Junipers: Prune the brown out of the junipers and remove dead plants as if required.

Nandina Firepower: Must be maintained at a maximum height of 24" inches. The nandina along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Plant Free Zone: Maintain a four (4') foot, plant free mulch zone behind back of curbs so the materials do not obstruct the irrigation spray. Also, all ground cover within a 3' radius of an existing irrigation heads should be removed for the same reason above.

ANNUAL FLOWERS: The contractor shall purchase, deliver, and furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers per quarter. Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by the City.

January - March	=	7,500 Annuals
April - June	=	7,500 Annuals
July - September	=	7,500 Annuals
October - December	=	7,500 Annuals

Proper annual spacing is as follows: 8"-10" spaces on-center.

IRRIGATION SYSTEMS: (ADDITIVE ALTERNATE) Contractor is responsible for the entire irrigation system from the water meter to the sprinkler excluding the meter.

Irrigation systems, including but not limited to all heads, pipes, valves, rain shut-off devices controllers etc., shall be thoroughly inspected at the first sign of turf or shrub distress and tested monthly for each area. Heads shall be visually inspected at each mowing and all necessary repairs shall be made immediately.

Inspections shall include the firing of all zones for the purpose of flushing and adjusting heads to provide for maximum coverage and efficiency. Contractor's personnel shall do visual inspections on a continual basis during the day-to-day maintenance operation. This shall include observing for dry areas, wash outs, missing or broken heads, etc. and reporting any problems to the Contractor's appropriate supervisor, to be scheduled for repairs. Contractor is responsible for monitoring for overuse of water – repair and reset as needed. Contractor is required to monitor and minimize overspray of irrigation heads onto paved surfaces (concrete/asphalt). **A monthly irrigation system inspection report shall be submitted and the area of repair shall be kept in a logbook. Any repairs charged to the City should be noted in this report to coincide with the monthly billing for extra work.**

Controllers shall be set by a qualified member of Contractor's staff according to design specifications and the current weather conditions, in compliance with all applicable local, state, or federal regulations. Irrigation schedules shall be submitted to the City staff for approval. The City shall provide staff assistance to the Contractor with respect to controller questions and state/local watering restrictions.

Repairs or replacement of any of the systems for normal wear and tear shall be reported to City staff. The contractor will repair the system and charge the City based on the hourly rate and material markup as per the bid documents. Emergency repairs must be completed within 24 Hours of notice by City staff.

Contractor will be required to repair/replace any irrigation parts that fail or are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be turned in to the City staff.

EROSION: If there is noticeable erosion of any site caused by any means, the Contractor shall immediately notify the City's Contract Manager of its location. The Contractor shall be responsible for any erosion damage caused by Contractor's equipment or performance of its duties under this Contract.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor is responsible for storing all equipment and supplies off site. The City will not provide any storage space for the contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City's Contract Manager. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City's Contract Manager).

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the contractor and staff, by the appropriate means. Typically, after March 15th.

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of plant materials is due to improper

maintenance or irrigation, the Contractor will be responsible for replacing such plant material at the Contractor's sole expense. City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by contractor for actions success. No dead plant material will remain in landscape. All replacements shall be done within one (1) week of notification. City staff shall approve all plant replacements, sizes and specifications.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT right-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup of the medians after a storm. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City's Contract Manager, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE: (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City staff. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of grounds maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City.

In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor and their employees must comply with all City regulations.

The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City staff. Contractor will notify the City staff (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow City staff to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City staff as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with City staff.

CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City' request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the contractor obtains prior written approval from City staff or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

AWARD: The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TAXES: The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

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

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174.

Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement.. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement with or without cause upon one hundred eighty (180) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule..
2. One (1) original letter of interest.
3. Philosophy and general project approach of the firm or individual.
4. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
5. Provide financial information (Balance Sheet and Income Statement) for 2009, 2010, and 2011.
6. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:
   a) Contract name
   b) Address
   c) A brief description of the work
   d) Contract amount
   e) Duration
   f) Name of contact with telephone number
7. List of equipment the bidder possesses.
8. Copy of firm's current Operational Business License renewal.
9. Copy of firm's insurance certificates.
10. Conflict, Non-Conflict of Interest Statement and Litigation Statement
    A list of all lawsuits that the bidder has been a party to in the past five (5) years
11. Drug Free Workplace Certificate

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Liability Insurance, the Bonds (when required), the Project Specifications and/or Drawings, the signed Purchase Order, as issued by the OWNER, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

(c) The Contract Time constitutes the number of calendar (consecutive) days allowed for the completion of the Work. The time shall commence on the date set in the Notice to Proceed. The completion date shall not fall on a Saturday or Sunday or on any legal holiday and shall be advanced to the next "business" day.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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

HOLD HARMLESS: The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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

CITY OF ORMOND BEACH
INVITATION TO BID
GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

Addendum Date	Addendum Number
4/17/2012	#1

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

(c) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

GROUNDS MAINTENANCE - ZONE 1

ITEM #	SITE NAME	ADDRESS	ACREAGE	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Birthplace of Speed Park	21 Ocean Shore Blvd	.68 Acre	39-A	9	$ 5,384.00
2	NE Bridge Approach	John Anderson & Granada Ave.	.05 Acre	16-C	2	$3,402.00
3	Windward Circle	End of Windward Dr.	.01 Acre	11-D	0	$180.00
4	Sundance Trail	1 Block S. of Neptune Dr.	.01 Acre	11-D	0	$180.00
5	Lift Station 6P	350 John Anderson Dr	.18 Acre	16-C	5	$252.00
6	Colonial Circle	Colonial & John Anderson	.07 Acre	16-C	1	$252.00
7	Country Club Med/Ent.	Country Club & N. A1A	.06 Acre	16-C	0	$252.00
8	Standish Water Tank	20 Standish Dr.	.15 Acre	16-C	0	$ 252.00
~~9~~	~~Bellewood Circle~~	~~Bellwood & N. Halifax~~	~~.12 Acre~~	~~16-C~~	~~0~~	~~$252.00~~
10	Ellicott Drive	Ellicott Dr. & N. A1A	.04 Acre	16-C	0	$ 252.00
11	Woodhaven Circle	John Anderson & Woodhaven Dr.	.02 Acre	16-C	1	$ 252.00

GROUNDS MAINTENANCE - ZONE 1 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	St. Marks Circle	1 block E. of John Anderson off Halifax Dr.	.02 Acre	16-C	1	$252.00
13	Ted Porter Park	1044 John Anderson	.15 Acre	16-C	3	$504.00
14	Sandcastle Drive Medians	Between John Anderson & A1A	.02 Acre	16-C	0	$252.00
15	Streetscape Granada Blvd.	A1A to N. Orchard - SR40	1 Acre & 5 Medians	39-A	29	$9,219.00
16	Post Office, Beachside	55 E. Granada Blvd	.05 Acre	39-A	1	$2,460.00
17	Fortunato Park	2 John Anderson Dr	2.65 Acre	39-A	12	$13,079.00

GROUNDS MAINTENANCE - ZONE 2

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Fire Station #91 (See attached plan for additional Maintenance Requirements)	364 S Atlantic Ave	1 Acre	39-A	12	$ 8,317.00
2	Tennis Center	38 E. Granada	2.29 Acre	39-A	3	$ 8,191.00
3	The Casements	25 Riverside Dr.	1.71 Acre	39-A	11	$ 6,655.00
4	Rockefeller Gardens/S.E. Bridge Approach	26 Riverside Dr.	3.41 Acre	39-A	10	$ 16,104.00
5	Bosarvey Circle	Bosarvey & S. Halifax Dr.	.03 Acre	16-C	0	$ 252.00
6	Riverside Circle	Off of Riverside Dr.	0 Acre	11-D	0	$ 96.00
7	Ormond Parkway Lift Station 3P & Park	252 Riverside Dr.	.07 Acre	16-C	0	$ 384.00
8	Magnolia & Valencia	Magnolia & S. Halifax Dr.	.01 Acre	16-C	2	$ 252.00
9	Vadner Park	105 Seminole Ave.	.61 Acre	16-C	2	$ 384.00
10	Fluhart Corner	Fluhart & S. Halifax Dr.	0 Acre	11-D	0	$ 96.00

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Milton Pepper Park	6 Bayberry Ct	.16 Acre	39-A	6	$ 2,460.00
12	Lift Station 2P	605 Riverside Dr.	.0046 Acre	11-D	0	$ 180.00
13	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (W)	.002 Acre	16-C	1	$ 252.00
14	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (E)	.002 Acre	16-C	0	$ 252.00
15	Marvin Cemetery	106 Marvin Rd	.02 Acre	16-C	0	$ 384.00
16	Lift Station 5P	812 Riverside Dr.	.01 Acre	11-D	0	$ 264.00
17	Ormond Shores Park	201 Ormond Shores Dr.	2 Acre	39-A	6	$ 4,296.00
18	Vining Court	Vining Court	0.15 Acre	0-B	8	$ 9,132.00
19	Ormond Parkway Palms	Ormond Parkway	N/A	0-D	1	$ 180.00
20	Arlington Way Palms	Arlington Way	N/A	0-D	1	$ 180.00

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
21	Ellinor Village Sign	10 Mulberry Dr. & 63 Byron Ellinor Dr	0.01 Acre	0-C	2	$ 252.00
22	Granada Beach Approach	300 E Granada Blvd.	0.02 Acre	0-A	2	$ 924.00
23	Memorial Gardens	78 E Granada Blvd	N/A	IRRIG. ONLY	14	$ 180.00
24	A1A Medians	A1A	9 Medians	39-A	18	$ 13,727.00
25	Andy Romano Beachfront Park	839 S. Atlantic Ave	3.27 Acre	39-A	15	$ 8,077.00

GROUNDS MAINTENANCE - ZONE 3

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Bailey Riverbridge Gardens NW Bridge Approach	1 N. Beach St.	1.36 Acre	39-A	18	$ 11,372.00
2	New Britain Parking Lot	15 N Washington St.	1.21 Acre	39-A	9	$ 2,460.00
3	State Road 40	Orchard St. W. to Old Kings Rd.	1.25 Acre	39-A	0	$ 12,797.00
4	N. Beach St. ROW	N. Beach St. & Rosewood/N. Beach & Dix/N. Beach & Lincoln	.19 Acre	16-C	0	$ 252.00
5	Hernandez & US1	Hernandez & US1	.28 Acre	16-C	0	$ 504.00
6	Wilmette Circle	Off of Wilmette Ave.	.04 Acre	16-C	1	$ 252.00
7	Senior Center	351 Andrews St	.53 Acre	39-A	10	$ 8,994.00
8	Performing Arts Center	399 N. US 1	2.22 Acre	39-A	11	$ 15,363.00
9	Huguenot Park	401 N. Beach St.	.44 Acre	29-B	2	$ 1,836.00
10	Sanchez Park / Lift Station	329 Sanchez Ave.	1.93 Acre	39-A	2	$ 7,974.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Woodmere Park	630 N Ridgewood Ave	.27 Acre	16-C	0	$ 504.00
12	Sanchez Gate Coquina Monument	1 Sanchez Ave	.008 Acre	16-C	0	$ 252.00
13	Lift Station 7M	903 N. Beach St.	.01 Acre	16-C	1	$ 252.00
14	Woodmere Entrance / Circle	Woodmere & N. Beach St.	.02 Acre	16-C	0	$ 504.00
15	Parkwood Circle	Parkwood 1 S. of Woodmere Dr.	.01 Acre	16-C	0	$ 252.00
16	Northbrook Dr. Median / Ent.	Northbrook & N. Beach St.	.12 Acre	16-C	1	$ 504.00
17	Santa Lucia Medians	Santa Lucia & N. Beach St.	.08 Acre	16-C	0	$ 504.00
18	Santa Lucia Park	1099 Oak Forest Dr	.20 Acre	16-C	0	$ 252.00
19	Avenue Bonita Medians	Ave. Bonita & N. Beach St.	.03 Acre	16-C	0	$ 504.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Eileen Terrace Median	Eileen Terrace & N. Beach St.	.01 Acre	16-C	0	$ 252.00
21	Avenue La Vista Medians	Ave. LaVista & N. Beach St.	.03 Acre	16-C	0	$ 384.00
22	Carmel Terrace Median	Carmel Terrace & N. Beach St.	.01 Acre	16-C	0	$ 252.00
23	Sharon Terrace Median	Sharon Terrace & N. Beach St.	.01 Acre	16-C	0	$ 252.00
24	Fleet Maintenance Complex	500 N. Orchard St.	2.09 Acre	29-B	2	$ 9,762.00
25	Public Works Complex	501 N. Orchard St.	2.22 Acre	29-B	10	$ 9,276.00
26	Waste Water Plant	550 N. Orchard St.	.92 Acre	29-B	7	$ 4,572.00
27	Water Tank	500 N. Orchard St.	.25 Acre	29-B	3	$ 2,736.00
28	Hospital Gardens	171 Old Kings Rd.	.51 Acre	16-C	2	$ 504.00
29	Shadow Lakes Entrance	Shadow Lakes & Nova Rd.	.09 Acre	29-B	0	$ 912.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
30	Nova Community Park / E. & W. side of Nova Rd. outside of ball field fences	440 N. Nova Rd.	10.12 Acre	39-A	14	$ 23,071.00
31	Lift Stations 8M2 & 8M3	301 & 103 Riverbluff Dr.	.04 Acre	16-C	0	$ 504.00
32	Airport Recreation Complex	1375 Harmony Ave	3 Acre	29-B	8	$ 9,364.00
33	Airport Entrance	730 Airport Rd.	3.77 Acre	39-A	6	$ 3,827.00
34	Business Park Entrance	Airport Rd. at Sunshine Blvd.	.5 Acre	39-A	12	$ 3,684.00
35	Lift Station ABP	14L Sunshine Blvd.	.4 Acre	16-C	2	$ 1,008.00
~~36~~	~~Fire Station #94~~	~~2301 Airport Rd.~~	~~.94 Acre~~	~~29-B~~	~~6~~	~~$ 2,785.00~~
37	Leeway Tank	301 Leeway Trail	1 Acre	16-C	0	$ 1,008.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
38	Breakaway Trail Treatment Plant	35 Breakaway Trail	1 Acre	16-C	0	$ 1,512.00
39	Ormond Towne Square	SE corner of SR40 and Williamson	1 Acre	16-C	0	$ 1,764.00
40	Hidden Hills	SR40 & Hidden Hills Dr.	.01 Acre	16-C	0	$ 252.00
41	Fire Station #93	300 Wilmette Ave	.87 Acre	39-A	5	$ 5,329.00
42	Tank Site	495 N Orchard St	1.35 Acre	39-A	4	$ 3,684.00
43	North Nova Rd Medians	Nova Rd	6 Medians	39-A	6	$ 9,933.00
44	Lakebridge ROW	Lakebridge Dr.	1.35 Acre	29-B	0	$ 2,736.00
45	I-95 Slopes	I-95 & SR-40	1.26 Acre	0-B	12	$ 9,973.00
46	Riverbend Park	775 Airport Rd	1 Acre	29-B	0	$ 1,824.00
47	N US-1 Gateway Sign	1000 N. US Hwy 1	0.01 Acre	29-B	1	$ 912.00
48	US-1 Medians	US Hwy 1	46 Medians	39-A	31	$ 26,917.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
49	SR-40 Medians (Orchard to Old Tomoka)	SR-40	32 Medians	39-A	57	$ 42,702.00
50	Williamson Medians	Williamson Blvd	9 Medians	39-A	5	$ 8,486.00

GROUNDS MAINTENANCE - ZONE 4

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Cassen Riverfront Park / SW Bridge Approach	1 S. Beach St.	1.97 Acre	39-A	12	$ 11,904.00
2	City Hall / Library	22 S. Beach St.	1.41 Acre	39-A	21	$ 14,841.00
3	Live Oak ROW	Live Oak & Beach St.	.01 Acre	11-D	0	$ 348.00
4	Ames Park	195 S. Beach St.	1.44 Acre	39-A	0	$ 7,030.00
5	Indian Mound Park	196S. Beach St.	.35 Acre	39-A	0	$ 1,848.00
6	Fairview Avenue ROW	Fairview & S. Beach St.	.01 Acre	11-D	0	$ 348.00
7	Division Avenue ROW	Division & S. Beach St.	.01 Acre	11-D	0	$ 348.00
8	Ellsworth Avenue ROW	Ellsworth & S. Beach St.	.01 Acre	11-D	0	$ 348.00
9	Arbor Drive South ROW	Arbor and S. Beach St.	.01 Acre	11-D	0	$ 348.00
10	McAlister Drive ROW	McAlister and S. Beach St.	.01 Acre	11-D	0	$ 348.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Riverview Pump Station	559 S. Beach St.	.01 Acre	11-D	0	$ 180.00
12	Lorillard Place ROW	Lorillard Place & S. Beach St.	.01 Acre	11-D	0	$ 348.00
13	Reynolds Avenue ROW	Reynolds & S. Beach St.	.01 Acre	11-D	0	$ 348.00
14	Lift Station 1M	699 S. Beach St.	.07 Acre	11-D	0	$ 348.00
15	Arroyo ROW	S. Beach St. & Arroyo Pkwy.	.01 Acre	11-D	0	$ 348.00
16	Arryo Fountain	11 Arroyo Pkwy.	.03 Acre	16-C	1	$ 228.00
17	Riviera Park	901 S. Beach St.	6.86 Acre	39-A	12	$ 12,382.00
18	Plaza Triangle	Plaza Grande & S. Beach St.	.01 Acre	16-C	0	$ 252.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
19	Areca Triangle	Buena Vista & Areca	.10 Acre	16-C	0	$ 1,008.00
20	Plaza Grande Medians (2)	95 Plaza Grande	1.12 Acre	16-C	3	$ 1,570.00
21	Alcazar Triangle	Buena Vista & Alcazar	.53 Acre	16-C	0	$ 756.00
22	Seville Triangle	Buena Vista & Seville	.10 Acre	16-C	2	$ 504.00
23	Arroyo Oaks Mini-Park	165 Arroyo Pkwy.	.50 Acre	16-C	0	$ 756.00
24	Big Oak Triangle	Intersection of E. & W. Ridgewood Ave.	.13 Acre	16-C	0	$ 504.00
25	Capri Circle	Capri Cir. E. of S. Ridgewood Ave.	.01 Acre	16-C	0	$ 252.00
26	South Ormond Neighborhood Center	176Division Ave.	3.08 Acre	39-A	18	$ 10,862.00
27	Waldo O Berry Park	192 Central Ave	.25 Acre	39-A	6	$ 3,588.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
28	Washington Streetscape ROW	On Washington St. from Tomoka Ave. to Division Ave.	.75 Acre	29-B	0	$ 2,736.00
29	Corbin Parking Lot	101 Corbin Ave	0.5 Acre Lot .36 Acre	39-A	8	$ 6,144.00
30	Ormond Elementary ROW	ROW on S. Ridgewood Ave. from Granada Blvd. to Tomoka Ave.	.08 Acre	29-B	4	$ 912.00
31	Police Department	170 W Granada Blvd.	2.06 Acre	39-A	29	$ 11,157.00
32	Water Plant	298 Tomoka Ave.	.92 Acre	29-B	1	$ 3,192.00
33	Mary Street Lot	Mary St. & Malaga Ave.	.20 Acre	11-D	0	$ 348.00
34	Central Park (II)	601 Hammock Ln.	4 Acre	39-A	10	$ 8,654.00
35	Central Park (III)(A)	600 Hammock Ln.	5.15 Acre	39-A	10	$ 12,610.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
36	Central Park (III)(B)	601 Division Ave.	5.15 Acre	29-B	0	$ 3,296.00
37	Central Park (IV)	601 Hand Ave.	1 Acre	29-B	0	$ 3,158.00
38	Central Park (I)	601 Fleming Ave	5.50 Acre	39-A	1	$ 11,901.00
39	Lift Station AYO	600 Arroyo Pkwy.	.25 Acre	16-C	2	$ 252.00
40	Stratford Place	All medians in Stratford Pl. off of Hand Ave.	.15 Acre	29-B	2	$ 1,140.00
41	Moorelands Boulevard Medians	Moorelands Blvd. & S. Nova Rd. W. side	.71 Acre	39-A	6	$ 3,684.00
42	Woodlands Boulevard Entrance	Woodlands Blvd. & S. Nova Rd. W. side	.31 Acre	39-A	1	$ 1,848.00
43	Fire Station #92	189 S. Nova Rd.	.67 Acre	29-B	0	$ 1,824.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
44	Woodlands Circle	Woodlands Blvd.	.01 Acre	29-B	1	$ 456.00
45	Butternut Circle	Woodlands Blvd.	.01 Acre	29-B	1	$ 456.00
46	Hamlet Circle	Woodlands Blvd.	.01 Acre	29-B	1	$ 456.00
47	Sugarberry Circle	Woodlands Blvd.	.03 Acre	29-B	1	$ 456.00
48	Red Maple Circle	Woodlands Blvd.	.03 Acre	29-B	1	$ 684.00
49	Sandpiper Circle	Woodlands Blvd.	.03 Acre	29-B	2	$ 456.00
50	Winding Woods Wall	SR40 and Winding Woods E.	.02 Acre	16-C	1	$ 252.00
51	Lift Station 5M	900 W Granada Blvd	.17 Acre	16-C	0	$ 504.00
52	Trails 40 Medians (3) From SR40	SR40 & S. Forty Trail	.02 Acre	16-C	3	$ 756.00
53	Oakridge Cemetery	170 S. Nova Rd.	1.50 Acre	16-C	0	$ 1,260.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
54	South Nova Rd Medians	Nova Rd	18 Medians	39-A	16	$ 19,039.00
55	Division Ave Pond	801 Division Ave.	1.72 Acre	29-B	2	$ 3,060.00
56	South Old Kings Rd Pond	135 South Old Kings Rd	2.28 Acre	29-B	2	$ 3,958.00

MOWING - AREA 1

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Halifax Dr. - Granada S. to Riverbeach Dr. - AVOID 422 S. Halifax	.285 Acre	16-C	0	$ 252.00
2	Willis Dr. and Riverside - 20' ROW by river	.078 Acre	16-C	0	$ 252.00
3	Vining Court - on south side	.216 Acre	16-C	0	$ 252.00
4	Coquina - Lucky Dr. north to Vining Court	.277 Acre	16-C	0	$ 252.00
5	Lucky Dr. - from Bosarvey north to Vining Court	.094 Acre	16-C	0	$ 252.00
6	Seton Trail - From Bosarvey to Seminole	.049 Acre	16-C	0	$ 252.00
7	Bosarvey - Halifax east to A1A	.633 Acre	16-C	0	$ 773.00
8	Seminole - Halifax east to A1A	.916 Acre	16-C	0	$ 893.00
9	Osceola to Oleeta - ROW south east corner	.099 Acre	16-C	0	$ 252.00
10	Byron Ellinor - A1A west behind shopping center	.226 Acre	16-C	0	$ 252.00
11	Fluhart - From S. Halifax west to Pine, south side	.005 Acre	16-C	0	$ 252.00
12	Rockefeller, ROW on river and from sidewalk on north side east to A1A	.533 Acre	16-C	0	$ 504.00

MOWING - AREA 1 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Grandview - SE corner at Rockefeller and north of 503	.037 Acre	16-C	0	$ 252.00
14	Wild Olive - Intersection of Wild Olive and Ormond	.025 Acre	16-C	0	$ 252.00
15	Ormond Shore - Wild Olive west to Pinewood (south)	.029 Acre	16-C	0	$ 252.00
16	Northshore - A1A west to first drive past Pinewood	.101 Acre	16-C	0	$ 252.00
17	Pinewood - Riverbeach south to Northshore around corner	.079 Acre	16-C	0	$ 252.00
18	Palmetto - Marvin north to Benjamin including easement between houses at Palmetto and Benjamin	.099 Acre	16-C	0	$ 252.00
19	Milsap & Marvin - From A1A west including ROW and in front of Marvin Cemetery	.113 Acre	16-C	0	$ 252.00
20	Harvard - Just west of Bennigan's on north side	.025 Acre	16-C	0	$ 252.00

MOWING - AREA 2

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	John Anderson Drive. - Granada to Halifax AVOID 422 S. Halifax	.855 Acre	16-C	0	$ 830.00
2	Sandcastle - SE corner & south side to church lot	.112 Acre	16-C	0	$ 252.00
3	Banyan Drive - ROW at Banyan & Halifax	.679 Acre	16-C	0	$ 710.00
4	Ellicott - At A1A and around wall South side	.03 Acre	16-C	0	$ 252.00
5	Standish - South side east of N. Halifax	.131 Acre	16-C	0	$ 252.00
6	Dianne Drive - East end sides and island	.131 Acre	16-C	0	$ 252.00
7	Amsden - South side west of A1A	.014 Acre	16-C	0	$ 252.00
8	North Halifax - From Banyan Court south to Granada	.117 Acre	16-C	0	$ 252.00
9	Neptune - A1A west to golf course	.029 Acre	16-C	0	$ 252.00
10	Royal Palm - South side west of N. Halifax	.023 Acre	16-C	0	$ 252.00

MOWING - AREA 3

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Beach St. - Tomoka Ave. south to Division	.04 Acre	16-C	0	$ 252.00
2	S. Ridgewood	.97 Acre	16-C	0	$ 1,140.00
3	Tomoka St. - Beach St. west to US1	.155 Acre	16-C	0	$ 252.00
4	Corbin St. - S. Ridgewood west to US1	.109 Acre	16-C	0	$ 252.00
5	Grove St. - Tomoka south to Ellsworth & 1 ROW on Ellsworth	.179 Acre	16-C	0	$ 252.00
6	Arbor Triangles - One near Beach St. - One near S. Ridgewood	.064 Acre	16-C	0	$ 252.00
7	N. Ridgewood from Lincoln to SR40 south to Division	.01 Acre	16-C	0	$ 252.00
8	Midway - Washington west to US1	.112 Acre	16-C	0	$ 252.00
9	Live Oak - S. Ridgewood west to US1	.074 Acre	16-C	0	$ 252.00
10	Central - ROW just east of Grove west to US1 including easement between S. Ridgewood and Washington	.307 Acre	16-C	0	$ 383.00
11	Mound - Beach St. west to US1	.157 Acre	16-C	0	$ 252.00

MOWING - AREA 3 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	Fairview - S. Ridgewood west to US1	.29 Acre	16-C	0	$ 252.00
13	Roosevelt - ROW only at Fairview	.017 Acre	16-C	0	$ 252.00
14	Division - Beach St. west to US1	.234 Acre	16-C	0	$ 252.00
15	Bostrom - Division south to Hand	.255 Acre	16-C	0	$ 252.00
16	Fred Gamble - Hand to Fleming west side	.121 Acre	16-C	0	$ 252.00
17	Fleming - S. Ridgewood west to railroad tracks	.083 Acre	16-C	0	$ 252.00
18	Alcazar - At Arroyo SE corner	.049 Acre	16-C	0	$ 252.00
19	Hand Ave. - S. Ridgewood west to US1	.17 Acre	16-C	0	$ 252.00
20	Hand Ave. - Lot behind duplex housing, mow area between wooded area on West side and duplex's back yards on east side.	.21 Acre	16-C	0	$ 383.00

MOWING - AREA 4

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	N. Yonge St. - Hernandez north to Sanchez	4.866 Acre	16-C	0	$ 3,668.00
2	N. Ridgewood - Granada north to Domicilio Ave.	2.267 Acre	16-C	0	$ 2,156.00
3	New Britain - Washington east to Beach St.	.054 Acre	16-C	0	$ 252.00
4	Lincoln - US1 east to Beach St.	.128 Acre	16-C	0	$ 252.00
5	Rosewood - Yonge east to Beach St. including Rosewood at Yonge bus stop	.07 Acre	16-C	0	$ 252.00
6	Kenilworth - US1 east to Beach St. cut back to red wall at NE corner of Kenilworth & Yonge	.151 Acre	16-C	0	$ 252.00
7	Wilmette - US1 east to Beach St.	.156 Acre	16-C	0	$ 252.00
8	Melrose - N. Ridgewood east to Beach St. including in front of 65 Melrose.	.091 Acre	16-C	0	$ 252.00
9	Greenwood - NW corner at N. Ridgewood	.043 Acre	16-C	0	$ 252.00
10	Warwick - East of 23 near Beach St. - SE at corner Yonge	.049 Acre	16-C	0	$ 252.00

MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Putnam - N. Ridgewood west. Also NW corner at Yonge to end of road	.14 Acre	16-C	0	$ 252.00
12	Cumberland - NW corner at Yonge then west of #140 and south sides / north side at bus stop near Beach St.	.061 Acre	16-C	0	$ 252.00
13	Sanchez - From Sanchez Park to Beach St., also west of 26	.198 Acre	16-C	0	$ 252.00
14	Andrews - Sanchez south to Putnam and SW corner at Putnam using pole as guide to define ROW	.184 Acre	16-C	0	$ 252.00
15	Domicilio - Beach St. west to rock including easement behind rocks	1.32 Acre	16-C	0	$ 1,148.00
16	Northbrook - between Parkside - Parkwood south side	.667 Acre	16-C	0	$ 504.00
17	Sycamore Cir. - West across from #10 east of #55	.075 Acre	16-C	0	$ 252.00
18	Poplar Dr. - Across from 1502 north of 1515 and around Acacia, north of 1523 northside of Poplar Ct. between 1560-1564	.099 Acre	16-C	0	$ 252.00
19	Box Elder - One section of ROW	.002 Acre	16-C	0	$ 252.00

MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Oak Forest - North of 1201, north-south of 1403 east of 1541	0.61 Acre	16-C	0	$ 504.00
21	N. Beach St. - From Rosewood to Inglesia	1.21 Acre	16-C	0	$ 1,148.00

MOWING - AREA 5

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Perrott Dr. - Granada south to Tomoka	.29 Acre	16-C	0	$ 392.00
2	Tomoka - From Perrot Dr. west to US1	.04 Acre	16-C	0	$ 252.00
3	Midway - From US1 west to end	.022 Acre	16-C	0	$ 252.00
4	Madison - From US1 west to end	.061 Acre	16-C	0	$ 252.00
5	Jefferson - From US1 west to end	.054 Acre	16-C	0	$ 252.00
6	Oleander - From US1 west to end	.081 Acre	16-C	0	$ 252.00
7	Willow - From US1 west to end	.058 Acre	16-C	0	$ 252.00
8	Palm Place - From US1 west to end	.129 Acre	16-C	0	$ 252.00
9	Washington Place - From US1 west to end	.045 Acre	16-C	0	$ 252.00
10	Railroad St. - Water Plant south to Division	.121 Acre	16-C	0	$ 252.00
11	Division St. - From US1 west to Orchard	.026 Acre	16-C	0	$ 252.00
12	Coolidge - Division south to Hand	.37 Acre	16-C	0	$ 392.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Andalusia - Division south to end, including crossing Hand	.282 Acre	16-C	0	$ 392.00
14	Parque - Division south to end, including crossing Hand	.309 Acre	16-C	0	$ 392.00
15	Center St. - From Hand south to City limit	.221 Acre	16-C	0	$ 252.00
16	Harbour Lights - Hand south to Fleming	.502 Acre	16-C	0	$ 504.00
17	Fleming - Charleston Square west to Nova	.69 Acre	16-C	0	$ 504.00
18	Aston Circle - Undeveloped ROWs	.112 Acre	16-C	0	$ 252.00
19	Park Ridge Subdivision (south of Central Park) - all undeveloped ROWs	.632 Acre	16-C	0	$ 504.00
20	Orchard - Hand Ave. north to Granada	.186 Acre	16-C	0	$ 252.00
21	Tomoka - From railroad tracks west to Granada	.783 Acre	16-C	0	$ 504.00
22	Mary St. & Malaga northeast corner	.183 Acre	16-C	0	$ 252.00
23	Sandy Oaks to 301 between 512 - 516, 519 - 523	.05 Acre	16-C	0	$ 252.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
24	Hammock Lane - Orchard west to Old Kings Rd. including well field on south side	.576 Acre	16-C	0	$ 504.00
25	Hand Ave. - West of US1 to Nova Rd. including Woodgate Ct.	1.04 Acre	16-C	0	$ 1,008.00
26	Old Tomoka - Off of West 40, both sides	.327 Acre	16-C	0	$ 392.00
27	Mayfield Terrace - East side only	.509 Acre	16-C	0	$ 504.00
28	Magnolia & Midway off of SR40 including ROWs on Magnolia	.118 Acre	16-C	0	$ 252.00
29	Old Kings Rd. - Nova south to Division	1.479 Acre	16-C	0	$ 1008.00
30	Division - From Nova east to Center St.	1.23 Acre	16-C	0	$ 1008.00
	SOUTH SIDE				
31	Arroyo Parkway - 610 east to Center St. - 524 to Orchard - 426 to Santa Fe - 809 west to Nova Rd.	0.165 Acre	16-C	0	$ 252.00
	NORTH SIDE				
32	Arroyo Parkway - Center St. west to 603	0.064 Acre	16-C	0	$ 252.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				$ 252.00
33	Tennessee Dr.	0.038 Acre	16-C	0	$ 252.00
34	Santa Anna - 631 to 619 Arroyo Pkwy. (phone boxes)	0.014 Acre	16-C	0	$ 252.00
35	Garden Lane (east side) 707 to 721	0.022 Acre	16-C	0	$ 252.00
36	Garden Lane (west side) to Calle Grande	0.071 Acre	16-C	0	$ 252.00
37	Orchard Ave. (east side) 749 - 739	0.031 Acre	16-C	0	$ 252.00
38	Orchard Ave. (west side) Arroyo Pkwy. to 712	0.033 Acre	16-C	0	$ 252.00
39	Sante Fe (east side) Calle Grande to 764, 745 to 717, 718 to Arroyo Pkwy., 615 to dead end	0.227 Acre	16-C	0	$ 252.00
40	Woodland Blvd. (south side) across the street	0.017 Acre	16-C	0	$ 252.00
41	Woodland Blvd. (north side) entrance to #4, Sugarberry Cir. to #54	0.192 Acre	16-C	0	$ 252.00
42	Sandpiper Cir., Woodland Blvd. to #37	0.021 Acre	16-C	0	$ 252.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				
43	Military Blvd. between Fernway Dr., Gallaten also southeast corner up to 1290 Fernway between 314 and 382	0.067 Acre	16-C	0	$ 252.00
44	Scottsdale, cul-de-sac between Military and woods	0.096 Acre	16-C	0	$ 252.00
45	Moreland Blvd., Nova (west) to Forest Hills Blvd.	0.289 Acre	16-C	0	$ 252.00
46	Forest Hills Blvd. vacant lot at Vanderbile (east side) near corner	0.20 Acre	16-C	0	$ 252.00

MOWING - AREA 6A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Lincoln - Orchard east to US1	.78 Acre	16-C	0	$ 504.00
2	Thompson Creek - Lincoln south to Granada	.166 Acre	16-C	0	$ 252.00
3	Ford St. - From Lincoln north to end	.059 Acre	16-C	0	$ 252.00
4	White St. - Lincoln south to Granada	.20 Acre	16-C	0	$ 252.00
5	Orchard - From Granada to Wasterwater Plant	.976 Acre	16-C	0	$ 756.00
6	Sterthaus - Orchard west to hospital area	1.21 Acre	16-C	0	$ 1,208.00
7	Center St. - Sterthaus north to Wilmette	2.27 Acre	16-C	0	$ 1,712.00
8	Wilmette - US1 to Willow Pond	.485 Acre	16-C	0	$ 504.00
9	Lakebridge - Wilmette south to Shadow Lake	.124 Acre	16-C	0	$ 252.00
10	Memorial Circle - West side up to hospital	.038 Acre	16-C	0	$ 252.00

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Tomoka Oaks (inside) a. North of 35 N. St. Andrews b. North of 61 N. St. Andrews c. Across from 75 N. St. Andrews d. Bay Hill - N. St. Andrews Corner e. Across from Tomoka View & N. St. Andrews f. Eagle Court - Across from #14 g. Sherwood Dr. off Eagle Dr. between #7 & #11 Riverbluff Dr., across from Lauren Court (west from 124 Riverbluff south around corner onto Lajolla Court and south of 124 on west side)	.319 Acre	1 6-C	0	$ 252.00
12	Hidden Hills at SR40 south to lift station	.448 Acre	16-C	0	$ 504.00
13	Old Tomoka from Hidden Hills to SR40	.182 Acre	16-C	0	$ 252.00
14	Sandpiper Lane next #45 mailbox	.009 Acre	16-C	0	$ 252.00
15	Hidden Hills Dr. - All undeveloped areas of ROWs	.224 Acre	16-C	0	$ 252.00
16	Raintree Lane by #15 only	.01 Acre	16-C	0	$ 252.00
17	Spanish Oak Lane	.11 Acre	16-C	0	$ 252.00
18	Golden Oak Lane	.026 Acre	16-C	0	$ 252.00
19	Heritage Cir. - Undeveloped lots only	.337 Acre	16-C	0	$ 252.00

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Sagebrush and South Forty Trail - SW corner and ROW going west on Sagebrush	.084 Acre	16-C	0	$ 252.00
21	Clyde Morris Blvd. - South Forty Trail south to the Falls - west side	.473 Acre	16-C	0	$ 504.00

MOWING - AREA 6B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Airport Rd. - Sides and medians from US1 to last median (Bear Creek)	3.39 Acre	16-C	0	$ 1,368.00
2	Hull Rd. - US1 to inside complex where dirt road begins.	2.01 Acre	29-B	0	$ 2,352.00
3	Airport Business Park , Sunshine Blvd., Aviator Way, Signal Ave., East & West Tower Circle	11.39 Acre	16-C	0	$ 4,596.00
4	Airport - Mow all turf areas in airport around runways & fairways	15.76 Acre	16-C	0	$ 5,292.00
5	Nova Rd. Landfill - Mow all turf	24.1 Acre	16-C	0	$ 8,100.00
6	Airport Rd. west of Tymber Creek to Fire Station #94	8.65 Acre	16-C	0	$ 4,120.00
7	Pineland Trail from Ormond Green Blvd. to City limit sign	7.73 Acre	16-C	0	$ 3,220.00

MOWING - AREA 7A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	A1A North Sides - Granada north to Plaza Dr.	3.02 Acre	29-B	0	$ 5,095.00
2	A1A South Sides - Granada south to City limit sign	2.4 Acre	39-A	0	$ 4,908.00
3	US1 North - Granada to Melrose	.509 Acre	16-C	0	$ 504.00
4	US1 South - Sides Granada to City limits Arragon	2.2 Acre	16-C	0	$ 1,512.00

MOWING - AREA 7B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Granada Blvd. - Orchard west to Nova	0.35 Acre	29-B	0	$ 912.00
2	SR40 - West of Nova to I-95 overpass	1.11 Acre	16-C	0	$ 1,403.00
3	South Nova Rd. - Granada south to Golf	0.01 Acre	29-B	0	$ 456.00
4	North Nova Rd. - Granada north to US1	0.19 Acre	29-B	0	$ 456.00

Right-of-Way Mowing Services for State Roads

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	**U.S. 1 R.O.W.** - Start east side, North of Melrose Ave. to curve at I-95 interchange	6.1	11-D	0	$ 1,536.00
2	**U.S. 1 R.O.W.** - Start west side at I-95 interchange, to Wilmette Ave.	6.2	11-D	0	$ 1,560.00
3	**S. R. 40 R.O.W.** - West (N. & S. sides) from I-95 interchange to Buckskin Ln.	12	11-D	0	$ 2,772.00

CURB EDGING

ITEM #	SITE NAME	MILES	# OF EDGINGS	# OF IRRIG. ZONES	TOTAL COST
1	SR40 - Orchard west to Nova Rd. - Curbline for medians & sides of road	4.6	3	0	$ 456.00
2	SR40 - Nova Rd. west to I-95 - Curbline for medians & sides of road	7.1	3	0	$ 708.00
3	US1 - Dix south to City limits - sides of road curbline	3.4	3	0	$ 336.00
4	A1A - Just north of Granada Blvd. south to City limits - Curbline for medians & sides of road - 5 miles	5	3	0	$ 504.00
5	Vining Ct. & Coquina Ct. - Corner of Vining Ct. & Coquina down to Lucky Dr. - all curbs in that area	.2	3	0	$ 74.00
6	Thompson Creek - Lincoln south to Granada Blvd. - Curbline on sides of road	.1	3	0	$ 59.00
7	Old Kings Rd. - Granada Blvd. south to Division - Curbline on sides of road	1.4	3	0	$ 144.00
8	Airport Business Park - Entire Park curbline on sides of road	2.6	3	0	$ 264.00

GUARD RAILS

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	D.O.T. US1 / SR40				$
1	North of Melrose on east side	309	3	0	$ 72.00
2	North of Melrose on east side	150	3	0	$ 36.00
3	South side of bridge at Tomoka River	385	3	0	$ 96.00
4	North side of bridge at Tomoka River	795	3	0	$ 192.00
	SR40				
1	Tomoka River Bridge - west past I-95 overpass, all 4 sides	308	3	0	$ 72.00
2	West of Tymber Creek	894	3	0	$ 228.00
3	West of Tymber Creek - south side only	328	3	0	$ 84.00
	IN CITY				
1	Hand Ave. - east of Nova Rd. on north side	27	3	0	$ 58.00
2	Airport Rd.. - west of US1, north and south side	283	3	0	$ 72.00

GUARD RAILS (Continued)

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	IN CITY (CONTINUED)				
3	Sterthaus Dr. - west of Orchard - cement rail both sides	20	3	0	$ 58.00

BLOWING ONLY

See Attached Central Park Trails Map

ITEM #	SITE NAME	Feet	# OF BLOWINGS	# OF IRRIG. ZONES	TOTAL COST
1	Central Park -- Division to Hammock Trails	1,320 LF	3	0	$ 65.00
2	Central Park – Division to Dead End Trail	300 LF	3	0	$ 48.00
3	Central Park – Hand & Division Parking Lots	10,000 SF	3	0	$ 240.00
4	Central Park -- Hand to Division and Lime Rock Trail (3 segments)	3,400 LF	3	0	$ 144.00

Part 1 - Base Bid Schedule

Item No.	Description	Location	Unit	Total Estimated Price
1.	Ground Maintenance & Mowing Services	Zone 1	LS	$ 36,676.00
		Zone 2	LS	$ 81,471.00
		Zone 3	LS	$ 255,509.00
		Zone 4	LS	$ 176,594.00
2.	Mowing & Maintenance Services	Area 1	LS	$ 6,454.00
		Area 2	LS	$ 3,556.00
		Area 3	LS	$ 6,190.00
		Area 4	LS	$ 12,908.00
		Area 5	LS	$ 16,072.00
		Area 6A	LS	$ 9,220.00
		Area 6B	LS	$ 29,048.00
		Area 7A	LS	$ 12,019.00
		Area 7B	LS	$ 3,227.00
3.	Right of Way Mowing & Maintenance Services	State Roads	LS	$ 5,868.00
4.	Curb Edging	City Wide	LS	$ 2,545.00
5.	Guardrails	City Wide	LS	$ 968.00
6.	Blowing	Central Park	LS	$ 497.00
7.	Annuals (4" pots) Furnish, Delivered and Installed	City Wide (7,500 x 4 times)	LS	$ 41,400.00
8.	Mulch Top-Dressing City Wide Furnish, Delivered and Installed	3,000 Cubic Yards Unit Price $ 35.00		$ 105,000.00
9.	Playground Safe Mulch Furnish, Delivered and Installed	300 Cubic Yards Unit Price $ 40.00 CY		$ 12,000.00
10.	Balanced Fertilizer Trees, Shrubs and Groundcover Furnish, Delivered and Installed	80,000 lbs Unit Price $ .61 lbs		$ 48,800.00

TOTAL PART 1 (BASE BID) $ 866,022.00 (Figures)

Eight hundred sixty-six thousand, twenty-two dollars and zero cents (Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid .

Item No.	Description	Location	Quant.	Unit Price	Total Estimated Price
1A.	Date Palm Pruning - Spring (Remove dead fronds & seed pods)	City Wide	220	$15.00 EA	$ 3,300.00
2A.	Date Palm Pruning - Fall (Remove dead fronds & seed pods)	City Wide	220	$15.00 EA	$ 3,300.00
3A.	Mexicon Fan Palm Pruning (Remove dead fronds & seed pods)	City Wide	80	$20.00 EA	$ 1,600.00
4A.	Cabbage Palm Pruning (Remove dead fronds & seed pods)	City Wide	500	$15.00 EA	$ 7,500.00
5A.	Monthly Irrigation Zone Testing (Monthly Wet Testing and Adjustments)	City Wide 7,380 615 x 12 months 7,380 zones per year		$ 10.00 EA	$ 73,800.00
6A.	Irrigation Repairs - Labor (Beginning at Point of Connection to Nozzles including Controller)	City Wide	4,000hrs	$ 30.00 Hr.	$ 120,000.00
7A.	Irrigation Repairs - Materials (Beginning at Point of Connection to Nozzles including Controller)	City Wide	$15,000 X 12.5 %		$ 1,875.00

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.

Austin Outdoor, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

William M Dellecker
NAME (PRINT OR TYPE)

President
TITLE

4/23/2012
DATE

Litigation Information

Austin Outdoor, LLC v. Bella Harbor, LLC and VCI Construction, LLC	2009-CA-000970	Flagler County, FL Circuit Court	Austin had a subcontract with VCI Construction to provide landscaping under a contract between VCI and Bella Harbor, owner of the condominium project. VCI and Bella Harbor have common ownership. Austin has not been paid $119,297.80 of the contract amount. Austin has filed suit to foreclose its construction lien.	$	119,297.80	Chiumento & Guntharp, P.A.

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.

Austin Outdoor
Company Name

Authorized Signature

William M Dellecker
Print Name

President
Title

DRUG-FREE WORKPLACE CERTIFICATION

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11) 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.

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

Austin Outdoor
Company Name

Authorized Signature
William M Dellecker
Print Name
President
Title

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 <u>must be submitted with your bonafide BID package</u>. 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: _____
(Authorized Signature)

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. 2011-116 (8/16/11)]:

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.

VIII. 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.

City of Ormond Beach

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S 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.

END OF BID

AUSTIN OUTDOOR
a yellowstone landscape company

April 24, 2012

City of Ormond Beach
c/o Paul MacDonald
Landscape Architect
22 South Beach Street
Ormond Beach, FL 32174

Re: Invitation to Bid – Letter of Interest.
Grounds Maintenance Services – Facilities, Parks, & Right of Way
Bid No. 2012-10

Dear Mr. MacDonald:

I am pleased to submit Austin Outdoor's proposal for Grounds Maintenance Services – Facilities, Parks, & Right of Way; Bid No. 2012-10 as described in the specifications and site plan that were provided. Your property contains several high profile areas including City Hall, Rockefeller Gardens, and Cassen Riverfront Park. These locations along with several others require expertise and extreme attention to detail that Austin Outdoor can and will provide. We would welcome an opportunity to meet with you and the City Council representatives to discuss our proposal in greater detail.

Our full service approach to Landscape Management ensures that all services, from irrigation monitoring to fertilization applications, are coordinated through specialized horticultural programs to produce beautiful and award-winning results. All operations will be performed with the utmost care and respect for residents and guests of the City of Ormond Beach.

Please find enclosed the following:

- Overview of Austin Outdoor
- Original Complete Bid
- Philosophy and Project Approach
- Organizational Chart, with Resumes of the Austin Outdoor Team
- Financial Information 2009, 2010, & 2011
- Past Experience of Similar Projects
- Equipment List
- Operational Business License
- Insurance Certificates
- Conflict, Non-Conflict of Interest Statement, & Litigation Statement
- Drug Free Workplace Certificate

We are committed 100% to providing the highest level of service and quality that is expected by your community and required of your beautiful maturing landscape. We appreciate the opportunity to serve the City of Ormond Beach.

Best regards,

William M. Dellecker
President

www.austinoutdoor.net

EAST CENTRAL FLORIDA
3235 North State Street
Bunnell, FL 32110
386.437.6211

NORTHEAST FLORIDA
6926 Phillips Pkwy Drive South
Jacksonville, FL 32256
904.268.2626

CENTRAL FLORIDA
8011 Osceola Polk Line Rd
Davenport, FL 33896
407.396.0529

SOUTHEAST FLORIDA
2465 SW Domina Road
Port St. Lucie, FL 34953
772.344.2300

Mailing Address
PO Box 849
Bunnell, FL 32110
386.437.5143 Fax

City of Ormond Beach

Landscape Management Services

April 2012

Company Overview

"...Austin Outdoor continues to exceed expectations with a committed group of professionals devoted to providing excellent service. Austin Outdoor has shown a willingness to help us meet challenges... with creativity, desire and teamwork. We are very satisfied with this relationship and look forward to it continuing to be mutually beneficial.

Richard Smith, VP of Development
Chelsea Place
877.598.3490

Company Overview

Locations, History, Services & Approach

AUSTIN OUTDOOR
a yellowstone landscape company

Total Number of Employees

600+

Overview

How It All Began

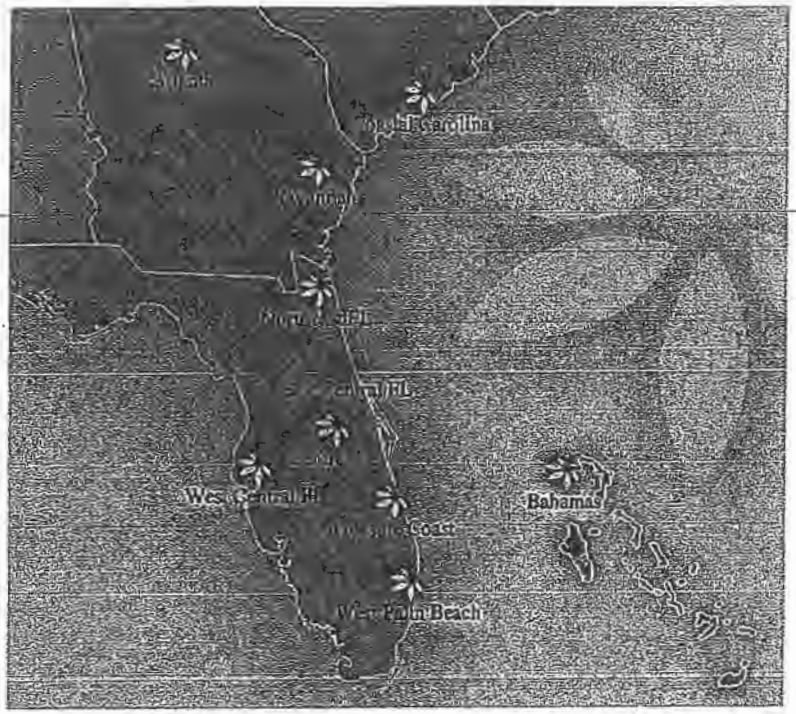
Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location in Palm Coast, Florida and has grown into one of the nation's largest landscape providers. Each location enables us to manage and enhance a variety of complex landscapes.

Services Offered

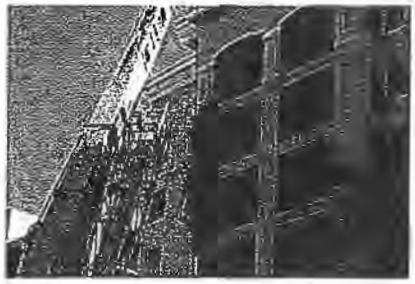
Our landscape divisions – **Landscape Design, Landscape Installation** and **Landscape Management** – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach

Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We become trusted partners for all your landscape needs while providing quality landscapes in line with Best Management Practices.









MISSION STATEMENT

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client's investments and improve the quality of life.

Our Core

Mission, Brand Promise & Austin Absolutes

AUSTIN OUTDOOR
a yellowstone landscape company

Mission

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance clients' investments and improve the quality of life.

Strategic Principle

Creating premier properties. *Building lasting relationships.*

Brand Promise

Austin Outdoor is your total landscaping partner. We will deliver absolutely superior work while treating you like a truly valued client. You can relax because our highly professional team will be extremely responsive to all of your needs and will ensure that your investment is protected and your property looks great. We will deliver through a single point of contact offering services from concept to completion. We offer innovative design, years of experience, a full cadre of resources, and an honest passion for creating breathtaking landscapes that are sustainable, showcase the beauty of nature and truly add to the quality of life for those who get to enjoy them.

Austin Absolutes

Attitude—Focus on the positive, on what you can do, and not what you can't.

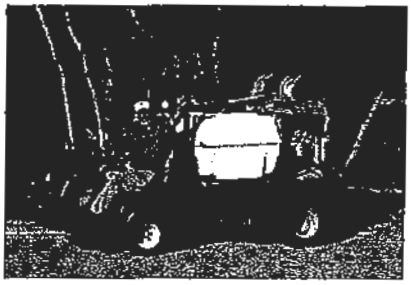
Understanding—Listen, communicate and deliver.

Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.

Trust—Trust has to start somewhere. Let it start with you.

Initiative—Own it, really!

Never be Satisfied—Excellence is a journey, not a destination.







AUSTIN ABSOLUTES

The Austin Absolutes were created by the Customer Service Excellence Teams and are the key customer service beliefs, promises and standards that each and every employee of Austin Outdoor must passionately commit to delivering, every single day, for every single client. The Austin Absolutes are based on direct client feedback and the observations of field and business development management.

Industry Recognition

On the State & National Level

AUSTIN OUTDOOR
a yellowstone landscape company

Austin Outdoor has gained both state and national recognition for its landscape construction and management work on the following properties—

2011 ABC Award of Excellence
Specialty Contracting/Site Work
Alfred I. duPont Test Trust Building
Jacksonville, Florida

2010 PLANET Decade Award
Environmental Improvement
Ocean Hammock
Palm Coast, Florida

2010 PLANET Merit Award
Environmental Improvement
Fleming Island Plantation
Orange Park, Florida

2009 PLANET Grand Award
Environmental Improvement
Alfred I. duPont Trust Building
Jacksonville, Florida

2009 PLANET Grand Award
Environmental Improvement
The Ginn Residence
Palm Coast, Florida

2009 FNGLA Award of Excellence
Commercial New Installation
Alfred I. duPont Trust Building
Jacksonville, Florida

2008 PLANET Grand Award
Environmental Improvement
The Club at Hammock Beach
Palm Coast, Florida

2008 PLANET Grand Award
Environmental Improvement
The Tesoro Clubhouse
Port St. Lucie, Florida

2008 FNGLA Award of Excellence
Commercial Maintenance
The Club at Hammock Beach
Palm Coast, Florida

2008 FNGLA Award of Excellence
Commercial Maintenance
The Tesoro Club
Port St. Lucie, Florida

2007 PLANET Merit Award
Environmental Improvement
Reunion Resort & Club
Reunion, Florida

2007 FNGLA Award of Excellence
Commercial Maintenance
Reunion Resort & Club
Reunion, Florida

2011 PLANET Merit Award
Environmental Improvement
Grand Haven CDD
Palm Coast, FL

2011 PLANET Merit Award
Environmental Improvement
Yacht Harbor Village
Palm Coast, FL

2010 PLANET Grand Award
Environmental Improvement
Bella Collina Clubhouse
Montverde, Florida

2010 FNGLA Award of Excellence
Commercial New Installation
Bella Collina Clubhouse
Montverde, Florida

2009 PLANET Grand Award
Environmental Improvement
Ocean Hammock
Palm Coast, Florida

2009 FNGLA Award of Excellence
Commercial Maintenance
Ocean Hammock
Palm Coast, Florida

2008 PLANET Grand Award
Environmental Improvement
The Tesoro Club
Port St. Lucie, Florida

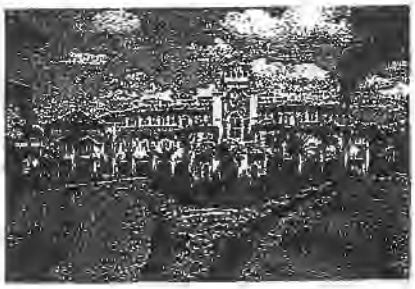
2008 FNGLA Floriculture Award
Best Use of Color
The Tesoro Club
Port St. Lucie, Florida

2008 FNGLA Award of Excellence
Commercial New Installation
The Tesoro Clubhouse
Port St. Lucie, Florida

2007 PLANET Grand Award
Environmental Improvement
Bella Collina
Montverde, Florida

2007 FNGLA Floriculture Award
Best Use of Color
Reunion Resort & Club
Reunion, Florida







FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)—
Florida's leading green industry trade organization.

PROFESSIONAL LANDCARE NETWORK (PLANET)—
An international association representing 4,000 green industry professional firms.

Community Involvement

Giving Back to Our Communities

Austin Outdoor values the communities in which it has the opportunity to provide services, and it gives back to the communities by becoming involved with non-profit organizations and industry trade associations. Such involvement includes:

Organization Involvement
Florida School for the Deaf and the Blind
House of Hope
Ronald McDonald House
Easter Seals of Florida
Washington Oaks Gardens State Park
Flagler County Public Library
Flagler County Housing Authority
Keep Orlando Beautiful & Green Up Orlando
Keep Jacksonville Beautiful
City of Palm Coast's Green Team
The Sunshine Foundation
Palm Beach County Parks & Recreation
Habitat for Humanity
Meals on Wheels
UF Horticulture Building Re-landscape
Junior Achievement
Humane Society
Boy Scouts & Girl Scouts
Police Athletic League
Relay for Life
Boys & Girls Clubs
Local Youth School Sport Teams

Industry Trade Associations
Building Owners & Managers Association
International Facility Management Association
Associated Builders & Contractors
National Association of Industrial & Office Properties
Central Florida Hotel & Lodging Association
First Coast Apartment Association
Apartment Association of Greater Orlando
Professional Landcare Network
Florida Nursery, Growers & Landscape Association







TOP
Paxon Middle School landscape upgrade in association with Keep Jacksonville Beautiful

MIDDLE
Burt Reynolds Park landscape enhancement in association with Palm Beach County Parks & Recreation

BOTTOM
Holland Memorial Park landscape enhancement in association with the City of Palm Coast's Green Team

Testimonials

From Our Clients

AUSTIN OUTDOOR
a yellowstone landscape company

PROACTIVE—*"They proactively strive to better our community's appearance. They understand that the face of the community is the landscape, and it has to be kept looking its best at all times."*
David Root, Chairman
Town Center & Palm Coast Park

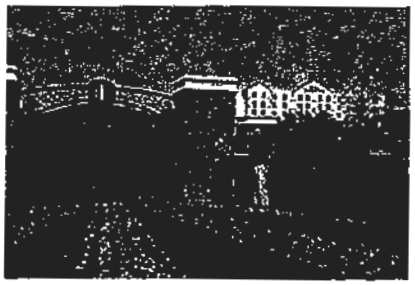
CLIENT-FOCUSED—*"As our landscape has matured and expanded, Austin Outdoor's care program has increased and been tailored to meet the needs of the community. We cannot say enough about the staff members that are assigned to the project. They are very professional, knowledgeable and provide unbeatable service."*
Margaret Alfano, Parks & Rec Manager
Fleming Island Plantation

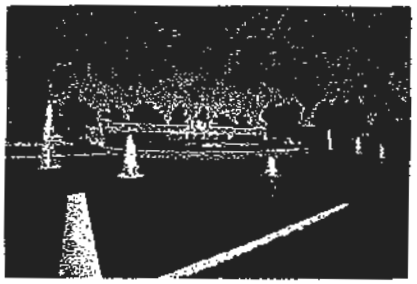
PROFESSIONAL—*"Austin's staff is always professional and courteous. Not just the Account Managers, but all the crew members too! It has always impressed me that Austin's crew members step out of the way, stop mowing or blowing when people are walking or riding bikes in areas where they are working. It is a small thing, but it makes a difference!"*
Sarah Wicker, Director of Land
Centex Homes

RESPONSIVE—*"Austin Outdoor's experience, professionalism, quality and workmanship are unmatched. They take a proactive approach and provide customized landscape solutions. They respond promptly to any requests and are always willing to take the extra steps necessary to make the landscapes of our properties look their best."*
Annie Marks, President
May Management

CUSTOMIZED APPROACH—*"Understanding of scope of work: excellent. This is a critical point within their unique customized approach to landscape management. Their awareness of changes and willingness to adapt to those changes provides a service that is a significant factor in their ability to provide comprehensive preventative maintenance to all areas of the landscape."*
Judy Emens, Director of CDDs
Reunion Resort & Club

ATTENTION TO DETAIL—*"Landscaping is the first thing people see when they enter the resort. That first impression is important, and Austin Outdoor's attention to detail and proactive management of the property ensure that it will be a positive one. Of course, it's important for us that our landscape contractor does high-quality work. It's just as important that the company shares the owner's vision of our property. Austin Outdoor does both, which is the basis for our great partnership."*
Carlton Grant, General Manager
The Club at Hammock Beach







PICTURED
Town Center at Palm Coast, Fleming Island Plantation & Reunion Resort & Club

Austin Outdoor, LLC and Subsidiaries

Consolidated Balance Sheets
November 30, 2011

ASSETS		**$ 000's**
Current assets:		
Cash	$	-
Accounts receivable:		
Trade, net		1,994
Other		176
Prepaid expenses and other		380
Inventories		208
Costs and estimated earnings in excess of billings on uncompleted contracts		748
Deferred taxes, current		24
Total current assets		3,530
Property and equipment, net		2,812
Due from affiliates		21,948
Debt issuance costs, net		104
Deferred taxes, long term		119
Identifiable intangible assets, net		8,291
Goodwill		6,519
Total assets	$	43,323
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion, installment and subordinated notes payable	$	229
Accounts payable, trade		2,038
Accrued compensation and payroll taxes		488
Accrued income taxes		868
Other accrued expenses and payables		13
Deferred revenue		9
Billings in excess of costs and estimated earnings on uncompleted contracts		13
Payable to seller		310
Total current liabilities		3,968
Subordinated notes payable		20,786
Installment notes payable, less current portion		639
Total liabilities		25,393
Commitments and contingencies		-
Stockholders' equity:		
Common equity		16,555
Accumulated deficit		1,375
Total stockholders' equity		17,930
Total liabilities and stockholders' equity	$	43,323

Unaudited

Austin Outdoor, LLC and Subsidiaries

Consolidated Statements of Operations
For the Eight Months Ended November 30, 2011

	$ 000's
Sales	$ 17,808
Cost of sales	13,967
Gross profit	3,841
Operating expenses:	
General and administrative	2,934
Total operating expenses	2,934
Net income from operations	907
Other income (expense):	
Amortization of identifiable intangible assets	(656)
Interest expense	(319)
Gain on disposal of assets	12
Total other expense	(935)
Net loss before income tax expense	(28)
Income tax expense	-
Net loss	$ (28)

Unaudited

Austin Outdoor, LLC

Balance Sheets
March 31, 2011

yellowstone landscape group

$000's	
ASSETS	
Current assets	
Cash and cash equivalents	$ -
Accounts receivable	
Trade, net of allowance for doubtful accounts	1,551
Other	283
Prepaid expenses and other current assets	394
Inventories	141
Costs and estimated earnings in excess of billings on uncompleted contracts	86
Total current assets	2,455
Property and equipment	
Cost	10,879
Less accumulated depreciation	(8,226)
Net property and equipment	2,653
Other assets	
Debt issuance costs, net	104
Due from parent	5,706
Total other assets	5,810
Total Assets	$ 10,918
LIABILITIES AND MEMBERS' EQUITY	
Current liabilities	
Cash overdraft	$ 285
Accounts payable, trade	1,063
Accrued compensation and payroll taxes	755
Other accrued expenses and payables	193
Payable to seller	300
Deferred revenue	92
Current portion, long term debt	76
Billings in excess of costs and estimated earnings on uncompleted contracts	14
Total current liabilities	2,777
Long-term liabilities	
Subordinated notes payable	4,838
Notes payable	202
Total long-term liabilities	5,040
Members' equity	
Total members' equity	3,101
Total Liabilities and Members' Equity	$ 10,918

Austin Outdoor, LLC

Income Statement
For the Fiscal Year Ended March 31, 2011

yellowstone landscape group

$000's		
Maintenance		
Revenue	22,287	
Total Direct Expenses	10,958	49.2%
Direct Profit	11,329	50.8%
Total Indirect Expenses	4,549	20.4%
Gross Profit	6,779	30.4%
Installation		
Revenue	4,017	
Total Direct Expenses	2,837	70.6%
Direct Profit	1,180	29.4%
Total Indirect Expenses	711	17.7%
Gross Profit	469	11.7%
Total Revenue	26,304	
Total Direct Profit	12,509	47.6%
Total Gross Profit	7,249	27.6%
Total SG&A	4,681	17.8%
Operating Profit	2,568	9.8%
Non-Operating	(5)	0.0%
Interest Expense	498	1.9%
Amortization	60	0.2%
Net Income	2,016	7.7%
Interest	498	1.9%
Depreciation COS	801	3.0%
Depreciation SG&A	465	1.8%
Amortization	60	0.2%
EBITDA	3,839	14.6%

Austin Outdoor, LLC

Statements of Cash Flows
For the Fiscal Year Ended March 31, 2011

yellowstone landscape group

$000's	
Cash flows from operating activities	
Net income	$ 2,016
Adjustments to reconcile net income to net cash provided by operating activities:	
Bad debt expense	-
Depreciation and amortization	1,325
Gain on disposal of property and equipment	(31)
Decrease (increase) in certain assets:	
Contract receivables	1,112
Other receivables	(98)
Costs and estimated earnings in excess of billings on uncompleted contracts	(13)
Inventory	(12)
Prepaids and other current assets	(31)
Increase (decrease) in certain liabilities:	
Accounts payable	(330)
Accrued compensation and payroll taxes	52
Accrued expenses	30
Deferred revenue	(48)
Other payables - long term	(112)
Billings in excess of costs and estimated earnings on uncompleted contracts	(310)
Total adjustments	1,534
Net cash provided by (used in) operating activities	3,550
Cash flows from investing activities	
Proceeds from disposal of property and equipment	64
Acquisition of "tuck-in" companies	-
Holdbacks from acquisition	(350)
Purchases of property and equipment	(473)
Net cash used in investing activities	(759)
Cash flows from financing activities	
Increase (decrease) in cash overdraft	49
Principal payments on notes payable	(43)
Net activity with parent	(2,798)
Net activity with affiliates	-
Net cash (used in) provided by financing activities	(2,792)
Net increase (decrease) in cash and cash equivalents	(0)
Cash and cash equivalents, beginning of period	-
Cash and cash equivalents, end of period	(0)
Supplemental disclosure of cash flow information:	
Cash paid during the period for interest	$ 498
Noncash investing and financing activities	
Acquisition of property and equipment financed through notes payable	$ 321

McGladrey & Pullen
Certified Public Accountants

Austin Outdoor, LLC and Subsidiaries
(a Wholly-Owned Subsidiary of Yellowstone Landscape Group, Inc.)

Consolidated Financial Report
March 31, 2010

McGladrey & Pullen, LLP is a member firm of RSM International,
an affiliation of separate and independent legal entities.

McGladrey & Pullen
Certified Public Accountants

Independent Auditor's Report

To the Member and Parent of
Austin Outdoor, LLC and Subsidiaries
Dallas, Texas

We have audited the accompanying consolidated balance sheet of Austin Outdoor, LLC and Subsidiaries (a wholly-owned subsidiary of Yellowstone Landscape Group, Inc.) as of March 31, 2010, and the related consolidated statements of operations, member's equity and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the 2010 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Austin Outdoor, LLC and Subsidiaries as of March 31, 2010, and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

McGladrey & Pullen, LLP

Dallas, Texas
July 23, 2010

McGladrey & Pullen, LLP is a member firm of RSM International, an affiliation of separate and independent legal entities.

Austin Outdoor, LLC and Subsidiaries

Consolidated Balance Sheet
March 31, 2010

ASSETS		
Current assets:		
Cash	$	33,596
Restricted cash		87,500
Accounts receivable:		
Trade, net		2,721,593
Other		72,281
Prepaid expenses and other		287,755
Inventories		129,419
Costs and estimated earnings in excess of billings on uncompleted contracts		71,946
Deferred tax asset		18,282
Total current assets		3,422,372
Property and equipment, net		3,157,442
Debt issuance costs, net		164,061
Due from Parent		3,256,164
Due from Affiliates		15,410,981
Identifiable intangible assets, net		9,948,376
Goodwill		6,302,842
Deferred tax asset		291,959
Total assets	$	41,954,197
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accounts payable, trade	$	1,298,448
Excess of outstanding checks over bank balance		368,338
Payable to Seller		350,000
Accrued compensation and payroll taxes		725,279
Income taxes payable to Parent		688,712
Other accrued expenses and payables		201,840
Deferred revenue		139,980
Billings in excess of costs and estimated earnings on uncompleted contracts		297,449
Total current liabilities		4,070,044
Payable to Seller		300,000
Subordinated notes payable		20,248,481
Total liabilities		24,618,525
Commitments and contingencies		-
Member's equity		17,335,672
Total liabilities and member's equity	$	41,954,197

See Notes to Consolidated Financial Statements.

Austin Outdoor, LLC and Subsidiaries

Consolidated Statement of Operations
Year Ended March 31, 2010

Sales	$ 32,215,248
Cost of sales	23,269,824
Gross profit	8,945,424
Operating expenses:	
General and administrative	5,277,301
Amortization of identifiable intangible assets	1,446,098
Total operating expenses	6,723,399
Net income from operations	2,222,025
Other income (expense):	
Gain on disposal of property and equipment	216
Interest expense	(1,029,920)
Total other expense	(1,029,704)
Net income before income tax expense	1,192,321
Income tax expense	390,860
Net income	$ 801,461

See Notes to Consolidated Financial Statements.

Austin Outdoor, LLC and Subsidiaries

Consolidated Statement of Member's Equity
Year Ended March 31, 2010

Member's equity as of March 31, 2009	$ 16,496,838
Capital contribution	37,373
Net income	801,461
Member's equity as of March 31, 2010	**$ 17,335,672**

See Notes to Consolidated Financial Statements.

Austin Outdoor, LLC and Subsidiaries

Consolidated Statement of Cash Flows
Year Ended March 31, 2010

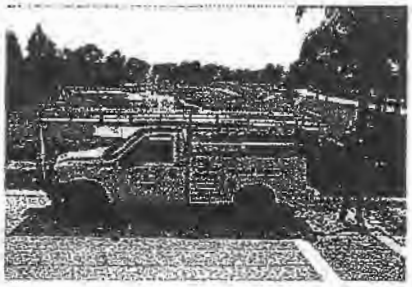
Cash flows from operating activities:		
Net income	$	801,461
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation		1,404,451
Amortization of identifiable intangible assets		1,446,098
Amortization of deferred financing costs reflected as interest expense		46,892
Gain on disposal of property and equipment		(216)
Deferred income taxes		(195,460)
Decrease (increase) in assets:		
Restricted cash		(87,500)
Accounts receivable		276,088
Costs and estimated earnings in excess of billings on uncompleted contracts		283,356
Inventories		37,092
Prepaid expenses and other		(120,282)
Increase (decrease) in liabilities:		
Accounts payable		56,453
Accrued expenses		91,696
Income taxes payable to Parent		586,320
Deferred revenue		(78,680)
Billings in excess of costs and estimated earnings on uncompleted contracts		(257,454)
Net cash provided by operating activities		4,290,365
Cash flows from investing activities:		
Net cash activity with Parent		(554,042)
Net cash activity with Affiliates		(2,000,000)
Acquisition, net of cash acquired		(2,213,578)
Proceeds from disposal of property and equipment		7,664
Purchases of property and equipment		(692,761)
Net cash used in investing activities		(5,452,717)
Cash flows from financing activities:		
Excess of outstanding checks over bank balance		368,338
Proceeds from subordinated debt		4,000,000
Repayments of subordinated debt		(3,965,000)
Net cash provided by financing activities		403,338
Net decrease in cash		(759,014)
Cash, beginning of year		792,610
Cash, end of year	$	33,596
Supplemental disclosure of cash flow information:		
Cash paid during the year:		
Interest paid	$	983,028
Income taxes	$	-
Supplemental disclosure of noncash investing and financing activities:		
Reduction of goodwill and subordinated notes payable - purchase price adjustment relating to Austin Purchase	$	3,947,500
Increase in goodwill and member's equity - purchase price adjustment relating to Austin Purchase	$	37,373
Dolphin Purchase financed in part by a payable due to Seller	$	650,000
Increase in amounts due from affiliates and subordinated notes payable for PIK interest allocated to affiliates	$	410,981

See Notes to Consolidated Financial Statements.

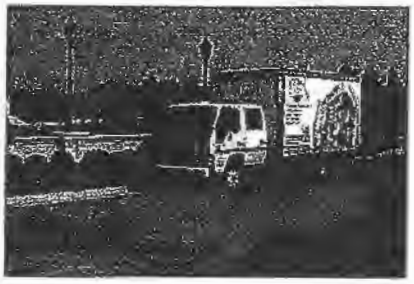
Fleet & Equipment

Throughout Austin Outdoor's Facilities

Available Fleet/Equipment	Quantity
Mowers (Various Sizes)	200
Pick-Up Trucks	50
Irrigation Trucks	20
Super Lawn Trucks	12
Water Trucks	2
Other Various Trucks (Including 2 Semi-Trucks)	40
Miscellaneous Motorized Carts	80
Various Caterpillar Equipment	30







NOTE OF INTEREST

Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.

Equipment List

Classification	Asset Number	Serial Number	Long Description
VEH&R	000459	1GNEK13T25R192477	Truck, Chevy Tahoe, 2005-Al
	000461	1GNFK13087R155785	Truck, Chevy Tahoe, 2007- Bill
	000462	1GNFK130X7R314855	Truck, Chevy Tahoe, 2007- Eddie
Classification	**Asset Number**	**Serial Number**	**Long Description**
BLDNG	000755		BA Office Trailer/Warehouse
Classification	**Asset Number**	**Serial Number**	**Long Description**
M&E	000353	ZSA03710	Skid Loader, CAT 287 Open Cab
	000354		Attachments, CAT (4) Forks, Arm, Rock Bucket, and Grapple
	000356	BXT00602	Mini Excavator, CAT 303C-CR
	000357	JPB02507	Tractor, MT295B Challenger
	000360	1704641	Water Tank, 200 Gallon
	000361	604SS	Brush Cutter, Davco 604
	000362	54494504966	Sod Cutter, Ryan
	000363	BWM00991	Hammer Attach, CAT H55DS (Gina Farms)
	000364	CR26007	Tractor, MT345 Challenger
	000823	JAJ1-UP	Attachment, T9B Trencher Rock Chain
VEH&R	000358	W9TV202976P342034	Trailer, Wylie Water 2006
	000513		Truck, Chevy Silverado Addl (ocean freight)
	000514	1GCHK23D77F150606	Truck, Chevy Silverado 2500 Pickup, 2007
	000515	4YNBN12186CO43734	Trailer,Anderson 6x16 Utility 2006
	000516	4YNBN20296CO43999	Trailer, Anderson 7x20 Flat Deck 2006
	000517	9756	Trailer, Pronovost
	000518	1GCHK23D26F214453	Truck, Chevy Silverado 2500 Pickup, 2006
	000520		Trailer, Pronovost Dump Addl (freight)
	000521	9890	Trailer, P516 Pronovost Dump
	000750	4YNBN20267CO42272	Trailer, 7x20 6-ton Anderson
Classification	**Asset Number**	**Serial Number**	**Long Description**
M&E	000341	661719	Mower, Exmark Turf Tracer
	000342	644556	Mower, Exmark Lazer Z
	000343	628920	Mower, Exmark Turf Tracer
	000344	JK1AFCJ187B515610	Mule, Kawasaki
	000345	JK1AFCJ1X7B514930	Mule, Kawasaki
	000346	JK1AFCJ137B515126	Mule, Kawasaki
	000347	270000292	Mower, Toro Greensmaster 1600
	000348		Hazardous Material Storage, Prefab, Freight
	000349	3616314611	Blower, Harper Goosen Cyclone
	000350	661719	Mower, Exmark Turf Tracer
	000351	JK1AFCJ167B510521	Mule, Kawasaki
	000352	JK1AFCJ197B510884	Mule, Kawasaki
	000355		Storage Containers (2)
	000359	23201112055570	Spreader
	000754	8068878	Chemical Storage
	000991		Tractor, Challenger Parts
VEH&R	000509	1GNEK13T45R232591	Truck, Chevy Tahoe, 2005
	000510	5E2B1162971031442	Trailer, 2007 7x16 Horton Enclosed
	000511	5E2B1162471031445	Trailer, 2007 7x16 Horton Enclosed
	000512	5E2B1202761026835	Trailer, 8x20 2006 enclosed Horton Hauler

Classification	Asset Number	Serial Number	Long Description
M&E	000236		Sprayer, 200 Gallon
	000258	496425	Mower, Flex
	000259		Mower, Ferris 72"
	000261	C30200795609	Mower, Schulte 10" Offset
	000262		Mule, Kawasaki 3010, 2007
	000263		Mule, Kawasaki 3010, 2007
	000264		Workman, Toro 3200
	000265		Tractor, Challenger MT345
	000269		Mule, Kawasaki
	000274		Mule, Kawasaki
	000278	JK1AFCJ1X7B514930	Mule, Kawasaki
	000763	2000581149	Mower, Ferris IS4500 72" 35HP
	000781	JK1AFCJ177B519793	Mule, Kawasaki
	000782	JK1AFCJ157B518738	Mule, Kawasaki
	000822	2000530225	Mower, Ferris 61"
VEH&R	000275		Trailer, Pronovost P516
	000482		Trailer, Irrigation
	000484	1FTRX14W46NB18099	Truck, Ford F150 Pickup, 2006
	000487	IE9TL101X4L252166	Trailer, Emerson 5x10 Elite
Classification	Asset Number	Serial Number	Long Description
OFFEQP	000812		AutoCad AutoDesk
Classification	Asset Number	Serial Number	Long Description
VEH&R	000479	1FTNF20L53ED61404	Truck, Ford F250 Irrigation Body, 2003
Classification	Asset Number	Serial Number	Long Description
M&E	000180	548906	Mower, Turf Tracer
	000181	1630770	Spray Unit, Neelco
	000182	260000121	Workman, Toro 3200 LOG w/vicon spreader
	000183	20304	Spreader, Vortex
	000184	654370	Mower, Exmark ZTR, 60"
	000185	645731	Mower, Exmark Hydro, 48" with sulkey
	000187		Flat bed, 8'
	000190	JKAFCG145B511039	Mule, Kawasaki
	000334	11168	Blower, Debris
	000377	732002	Mower, Exmark Turf Tracer 48" w/ sulky attachment
	~~000378~~	~~727373~~	~~Mower, Exmark Lazer 28hp, 72"~~
	000760	JK1AFCJ117B518252	Mule, Kawasaki 4x4, 2007
	000764	250001307	Mower, Toro 3505-D Groundsmaster
	000775	709719	Mower, Exmark Lazer Z
	000817	727382	Mower, Lazer 72"
	000838	45112	Mower, Wright Stander 52" w/mulch kit
	000839	811648	Mower, Lazer Z 72"
	000846	818065	Mower, Lazer ZTR 72"
	000850	37588	Mower,48" Wright Stander with Mulching Kit
	000937	818093	Mower, 72" Exmark Lazer ZTR
	000938	818094	Mower, 72" Exmark Lazer ZTR
	000950	260001114	Mower, 2006 Toro Greensmaster Reel Mower 1000
	000953	858139	Mower, Lazer 72" Exmark
	000954	858140	Mower, Lazer 72" Exmark

000955	49928	Mower, Wright Stander 52"
000962	17984	Blower, Cyclone KB3 Buffalo Turbine
000963	17989	Blower, Cyclone KB3 Buffalo Turbine
000964	873506	Mower, ExMark 72" Advantage
000965	873505	Mower, ExMark 72" Advantage
000971	GZDL94C000124	Spreader, HPS 125lb Ride On
000983	885815	Mower, Exmark 72" Lazer Mower 29HP
000984	885829	Mower, Exmark 72" Lazer Mower 29HP
000986	5000002633-019	Equipment Lift-Pro Kar Lift 7,000 lb Capacity
000994		Tractor, Challenger Repair
001011		Mower, Bush Hog TD 1500TRL
001017	945842	Mower, Exmark 48" Turf Tracer
001018		Mower, Bush Hog 15' Tri Deck
001036	2843	Mower, Gravely Pro Turn 260
001050	MST00410	Skid Steer, CAT 262C
001081		Small Equipment, 2 Cycle
001082		Small Equipment, 2 Cycle
001150		Sm Equipment, 2 cycle
001152		Sm Equipment, 2 cycle
001279		Sm Equipment, 2 cycle
001293		Sm Equipment, 2 cycle
001298		Sm Equipment, 2 cycle
001302		Mower, Gravely Pro Stance 48FL
001310		Sm Equipment, 2 cycle (C)
001314	WG0033-920528	Utility Cart, Carryall II, (C)
001315	AF0653-714961	Utility Cart, Carryall II, (C)
001320	769132	Mower, Exmark 36", (C)
001321	776678	Mower, Exmark 60", (C)
001322	776673	Mower, Exmark 60", (C)
001323	751646	Mower, Exmark 72", (C)
001324	751626	Mower, Exmark 72", (C)
001325	454929	Mower, Exmark 52", (C)
001326	674685	Mower, Exmark 56", (C)
001327	2013870727	Mower, Snapper 21", (C)
001328	04120M001122	Mower, Husqvarna 21", (C)
001329	868362	Mower, Exmark 72" (C)
001330	860459	Mower, Exmark 52" (C)
001331	878870	Mower, Exmark 52" (C)
001332	310103980	Mower, Toro 21" (C)
001333	310203982	Mower, Toro 21" (C)
001334	310103981	Mower, Toro 21" (C)
001335	310103990	Mower, Toro 21" (C)
001336	310104016	Mower, Toro 21" (C)
001337	310103974	Mower, Toro 21" (C)
001338	889306	Mower, Exmark 72" (C)
001339	889199	Mower, Exmark 60" (C)
001340	694708	Mower, Exmark 56" (C)
001341	959529	Mower, Exmark 21" (C)
001342	4HH0489	Mower, Lesco 48" (C)

VEH&R	000143	4YNBN20275C026911	Trailer, 7 X 20 2005 Anderson
	000379	1GCC5199688161402	Truck, Chevy Colorado, 2008
	000386	1FTNW20L91EC52666	Truck, Ford F250 Pickup, 2001
	000395	1FTNF20L83ED61302	Truck, Ford F250 Irrigation Body, 2003
	000408	J8DC4J16257013727	Truck, GMC W4500 Super Lawn, 2005
	000473		Trailer, Anderson
	000475	J8DC4J16477008080	Truck, GMC W4500 Super Lawn, 2007
	000476	1FDAW57FX2EA35723	Truck,Ford F550 Landscape Dump, 2002
	000496	1FTSX21506EB29488	Truck, Ford F-250 Pickup, 2006
	000500	1FTSX20516ED60840	Truck, Ford F250 Irrigation Body, 2006
	000508	1GCHK23D06F204052	Truck, Chevy Silverado 2500 Pickup, 2006
	000745	3GCEC13C37G528193	Truck, Chevy Silverado 1500 Pickup, 2007
	000802	J8DC4J16077014247	Truck, GMC W4500 Super Lawn, 2007
	000847	5E2B2202391039325	Trailer, 7 x 20 Horton Hustler LS
	000927	JALC4J16587005061	Truck, 2008 Isuzu Super Lawn
	000966	4KLC4J1N09J800368	Truck, Super Lawn Isuzu 2009
	000967	JALC4J169A7003349	Truck, Super Lawn Isuzu 2010
	001000	1A9EE2425AD85309	Trailer, 7'x20' American Made Landscape - Black
	001010	4YNBN2524BC064360	Trailer, Anderson 8x25
	001012	1FT7X2ATXBEB52517	Truck, 2011 F250 4x2 Supercab
	001019	4ynbn2524bc064360	Trailer, Anderson 8' X 25'
	001157		Truck, lettering veh 1160
	001158		Truck, lettering veh 1159
	001165	NM0LS7AN4CT077030	Truck, Ford XL Cargo Van 2012
	001166	NM0S7AN5CT077036	Truck, Ford XL Cargo Van 2012
	001169	1FTRW07L31KB55041	Truck, 2001 F150 Crew Cab (CS)
	001170	1FTYR10U35PA22199	Truck, Ford Ranger 2005 (CS)
	001171	1FTWW30P16ED58310	Truck, Ford F350 (CS)
	001172	1FTRX12W76FA38745	Truck, Ford F150 (CS)
	001173	1FTNE24W57DA33435	Truck, E250 Van (CS)
	001174	1FTYR14DT78PA8924	Truck, Ford Ranger (CS)
	001175	1FTYR14D58PA89420	Truck, Ford Ranger (CS)
	001176	1FDW56R88EE58271	Truck, Ford F 550 (CS)
	001177	JALB4B16367006188	Truck, Isuzu NPR (CS)
	001178	1FTEX18L7VNB31314	Truck, Ford F 150 (CS)
	001179	JALE5B14347901332	Truck, Isuzi Spray (CS)
	001180	1N6BD0CT8AC405555	Truck, Nissan Frontier (CS)
	001181	1N6BD0CT1AC409589	Truck, Nissan (CS)
	001182	1FD0W5GT4BEA09314	Truck, Ford F 550 (CS)
	001183	JALC4J16567004618	Truck, Isuzu NPR (CS)
	001184	JALC4J16877015016	Truck, Isuzu NPR (CS)
	001185	JALC4J16677013118	Truck, Isuzu NPR (CS)
	001186	1FTRF12W99KB65687	Truck, Ford F 150 (CS)
	001270		Sm Equipment, Billy Goat Debris Loader
	001303	473252225V101586	Trailer, Bobcat
	001304	NOVINO0083184838	Trailer, Utility
	001305	5K1BU162481009448	Trailer, Utility
	001306	5K1BU162481009449	Trailer, Utility
	001307	1Z9BU1622AJ213390	Trailer, Utility

	001308	5ETUS122Y20073518	Trailer, Hot Water Pressure Wash
	001309	1L9BU20237N383093	Trailer, Bobcat
Classification	Asset Number	Serial Number	Long Description
M&E	000779	7091570C157270013	Spreader, Lesco HPS
	000797	13145	Sprayer, Skid 100 Gal, Fiberglass w/reel
	000821	p100001-5280	2008 Ride-on Magnum Spreader/S
VEH&R	000179		Trailer,7 x 20 Anderson 6 Ton
	000477	1FTNW21P13EC29533	Truck, Ford F250 pickup, 2003
	000478	4YNBN20266CO44964	Trailer, 7 x 20 Anderson Eqp 2006
	000485	1FTNW21P94EC97600	Truck, Ford F250 Pickup, 2004
	000961	1FDWF3G54AEB40001	Truck, Ford F-350 2010 Spray Truck
Classification	Asset Number	Serial Number	Long Description
M&E	000709		Air Compressor
	000710		Rolling Jack
	000711		Lubrication Equipment
	000712		Installation
	000714		Mig Welder
	000715		Flammable Storage Cabinet
	000716		Tire Changer and Balancer
	000717		Small Equipment Lifts
	000718		Shop Tools
	000719		Shop Heater (Napa)
	000720		Welder, Millermatic 251 w/meters 200
	000721		Pneumatic Lift
	000825		Storage Unit for Small Equipment in Shop Area
Classification	Asset Number	Serial Number	Long Description
M&E	001311		Sm Equipment, 2 cycle (C)
	001319	KAF95013	Utility Cart, Kawasaki, (C)
	001343	50278	Mower, Wright 52" (C)
	001344	48708	Mower, Wright 52" (C)
	001345	50820	Mower, Wright 36" (C)
	001346	201268101	Mower, Snapper 21" (C)
	001349	820768	Mower, Exmark 72" (C)
	001350	51974	Mower, Wright 52" (C)
	001351	2014258212	Mower, Snapper 21" (C)
	001352	889307	Mower, Exmark 72" (C)
	001353	821327	Mower, Exmark 52" (C)
	001354	897470	Mower, Exmark 72" (C)
	001355	883157	Mower, Exmark 72" (C)
	001356	883158	Mower, Exmark 72" (C)
	001357	1008125647625	Mower, Toro 22" (C)
	001358	954267	Mower, Exmark 72" (C)
	001359	956068	Mower, Exmark 52" (C)
VEH&R	001188	1FMYU02Z36KA45896	Truck, 2006 Ford Escape (C)
	001189	1N5BD06T68C445588	Truck, Nissan Frontier (C)
	001190	1N6AD07U58C444659	Truck, Nissan Frontier (C)
	001191	1FDXW46P56EC68431	Truck, Ford F450 (C)
	001192	1FDAW4GR2AEA96695	Truck, Ford F450 (C)
	001193	1FDSE35L78DA39733	Truck, Ford E350 (C)

	001194	1FDW4GT3BEA27068	Truck, Ford F450 (C)
	001195	1FTRF12W89KB56933	Truck, Ford F150 (C)
	001196	1FTNE2EW7BDA64709	Truck, Ford E250 (C)
	001197	1FDOW4GT2BEC48645	Truck, Ford F450 (C)
	001242	TC31510505	Trailer, Gator Tail (C)
	001243	TC31510506	Trailer, Gator Tail (C)
	001244	1Z9UT2027AJ213167	Trailer, All Pro (C)
	001245	1Z9BU101XCJ213155	Trailer, All Pro (C)
Classification	Asset Numbers	Serial Number	Long Description
M&E	000883	7121821	Mower, 72" Hustler XR-7 (DL)
	000888	41116	Mower, 48" Wright Stander (DL)
	000889	45634	Mower, 36" Wright Stander (DL)
	000892		Mower, 60" Lesco 2-2 (DL)
	000893	40401	Mower, 48" Wright Stander (DL)
	000894	46784	Mower, 36" Wright Stander (DL)
	000932	09051222	Mower, Hustler 60" XR7 30HP Super Z
	000933	09050420	Mower, Hustler 60" XR7 30HP Super Z
	000934	08020830	Mower, Hustler 72" XR7 30HP Super Z
	001001	10080884	Mower, Hustler 72" 31HP
	001002	10080889	Mower, Hustler 72" 31 HP
	001007	10080888	Mower, Hustler 60" 31HP
	001022	53537	Mower, 36" Wright Stander
	001023		Mower, 48" Wright Stander
	001058		Small Equipment, 2 Cycle
	001059		Small Equipment, 2 Cycle
	001060		Small Equipment, 2 Cycle
	001105		Sm Equip, 2 Cycle
	001111		Sm Equipment, 2 Cycle
	001120		Sm Equip, 2 Cycle
	001125		Small Equip, 2 cycle
	001153		Sm Equipment, 2 cycle
	001155		Sm Equipment, 2 cycle
	001159		Sm Equipment, 2 cycle
	001160		Sm Equipment, 2 cycle
	001283		Sm Equipment, 2 cycle
	001287		Sm Equipment, 2 cycle
	001347		Small Equipment, 2 Cycle
	001348		Small Equipment, 2 Cycle
VEH&R	000498	1FTYR14DX6PA17691	Truck, Ford Ranger, 2006
	000876	1GAHG39K991102854	Truck, 2009 Chevy Van Express G3 (DL)
	000877	NOVIN000083586376	Trailer, 1989 Wench 8x8 Single Axle (DL)
	000878	NOVIN200106414	Trailer, 1995 HMDE 8x16 LD Tandem Axle (DL)
	000879	5FBUS18282C009048	Trailer, 2003 Florida 8x16 LD Tandem w/ Racks (DL)
	000880	16VNX162252C70480	Trailer, 2005 Big Tex 8x16 MD Tandem w/ Racks (DL)
	000882	1XNHD716681025730	Trailer, 2008 TCTC 7x16 LD Tandem w/ Racks (DL)
	000900	1D7HA18N23J635652	Truck, 2003 Dodge Ram (DL)
	000902	J8DC4B149X7004336	Truck, 1999 GMC W4500 (DL)
	000906	JALC4J16557012877	Truck, 2005 Isuzu NPR HD (DL)
	000907	1GCHC23U86F117075	Truck, 2006 Chevy Silverado 2500 HD (DL)

	000908	J8DC4J16967017260	Truck, 2006 GMC NG454 (DL)
	000911	1GCEC19X48Z208828	Truck, 2008 Chevy Silverado 1500 (DL)
	000912	1GCHC43K59F104783	Truck, 2009 Chevy Silverado 2500 HD (DL)
	001069	1GBE5E1224F518820	Truck, 2004 Chevy C5500 (A)
	001131	NMOLS7AN8BT063856	Truck, 2011 Ford XL Cargo Van
Classification	Asset Number	Serial Number	Long Description
M&E	000128		Welder Generator
	000130		Root Rake
	000131		Rake Attachment, CAT, 84"
	000132		Tiller, attachment, CAT Model LT13
	000134		Pump, 4" double diaphragm
	000136		Boom Arm, CAT
	000137		Auger Drive, 30" & 36" Bit
	000142		Compactor, CAT
	000144	5420105	Generator, Wacker 5.6 KW
	000145	5420106	Generator, Wacker 5.6 KW
	000148		Compactor, Dynapac LF3820
	000149		Wheel Loader Attachment, CAT 902 QA
	000153		Forks, CAT 262B7 #7026
	000155		Mini Excavator, CAT 303C-CR
	000156		Auger, CAT A26B
	000337		Mower, Davco 705
	000752	9WM01471	Wheel Loader, CAT 914G
	000772	SLG01153	Telehandler, CAT TH560B #1153
	000807	RR110011	CAT Telehandler Lift Eye/Hook
	000808	JAJ02240	CAT T9B Manual Trencher
VEH&R	000147	4YNBN20255CO27233	Trailer, 7 x 20 Anderson 6 Ton 2005
	000150		Trailer, Anderson Landscape 7x20, 2005
	000151		Trailer, Anderson Landscape 7x20, 2005
	000419		Trailer, Anderson
	000424	1FDAF56F1XED44408	Truck, Ford F550 Flat Bed, 1999
	000433		Trailer, 7 x 20 Landscape
	000437	1GCHK23D07F185309	Truck, Chevy Silverado
	000438		Truck, Chevy Silverado Addl (decals)
	000452	4YNBN20226CO44749	Trailer, Anderson 6 ton 7x20 Equipment 2006
	000455	1GCHK33D47F145563	Truck, Chevy Silverado 3500 Pickup, 2007
	000456		Truck, Chevy Silverado Addl (tags/fees)
	000457		Truck, Chevy Silverado Addl (decals)
	000748		Truck, Chevy Kodiak C4500 (Repaint and Body Work)
	000748	1GBC4C1226F407735	Truck, Chevy Kodiak C4500 , 2006
Classification	Asset Number	Serial Number	Long Description
M&E	000157		Trencher, EZ
VEH&R	000439		Truck, Chevy Silverado Addl (decals)
	000440		Truck, Chevy Silverado Addl (Irrigation Body Upfit)
	000441		Truck, Chevy Silverado Addl (tags/fees)
	000445		Trailer, 7 x 20 Equipment
	000448	1FTSX21P26EB29865	Truck, Ford F250 Irrigation Body, 2006
	000744	1GBJK39D47E131181	Truck, Chevy Silverado 3500 Irrigation Body, 2007
Classification	Asset Number	Serial Number	Long Description

M&E	000993	MDH04868	Loader, 277B Multi-Terrain
VEH&R	000486	1FTNW21P74EC97630	Truck, Ford F250 Pickup, 2004
Classification	Asset Number	Serial Number	Long Description
M&E	000018		Blower, Jacobsen
	000026		Locator for wiring
	000036		Mower, Jacobsen
	000045		Loader, CAT Forks
	000048		Blower, High output
	000057	5420104	Generator, Wacker, 5.6 KW
	000066		Blower, Debris, 23HP
	000067		Blower, Debris, 23HP
	000068		Tractor, ACGO Challenger MT297
	000069		Mower, ExMark, 48" Walk Behind
	000070		Mower, ExMark, 48" Walk Behind
	000071		Mower, ExMark-ZTR Lazer 60"
	000073		Mower, Jacobsen Greens King Walking Greens Mower
	000074		Mower, Triplex Vanguard, 7', 16 HP Briggs Vanguard
	000076		Mower, Rotary
	000077		Mowers, Exmark
	000078		Mule, Kawasaki
	000079		Mowers
	000080		Mower, Exmark Lazer, 60"
	000081		Mower, ExMark Walk-behind
	000082		Mower, Turf Tracer, 60 "
	000084		Mower, Walking Greens Mower, Floating Head
	000085		Top Dresser
	000089		Mower, ExMark Lazer Z
	000091		Workman 3200 LCG , Toro, with vicon spreader
	000092	260000213	Workman 3200 LCG, Toro, w/vicon spreader
	000093		Mower, ExMark, 60"
	000094		Mower, ExMark, 60"
	000095		Mower, ExMark, 60"
	000096		Spray Tank, 200 gallon
	000098		Blower, Buffalo Turbine
	000099		Mules, Kawasaki (5)
	000101		Mower, Bush Hog
	000103		Workman 2110, Toro, with components
	000108		Mower, Jacobsen Tri-King 1800
	000138		Tractor, Challenger MT295 4WD
	000141		Aqua Mate
	000191		Mower, Vanguard 4200 Turbo Diesel
	000300		Tractor, Challenger MT297
	000380	54494506012	Sod Cutter, Ryan 18"
	000422	747306	Mower, Exmark Turf Tracer 52" w/ Sulky and Mulch Kit
	000449	747307	Mower, Exmark Turf Tracer 52" w/ Sulky and Mulch Kit
	000470	750128	Mower, Exmark Turf Tracer 60" w/ Sulky and Mulch Kit
	000653	752362	Mower, Exmark Turf Tracer 52"
	000654	727046	Mower, Exmark Lazer Z 60" 28HP
	000655	280000233-235	Mower, Toro RM 3100 27" Verti-Cutter 3 pieces

000656	2700021908 270000573	Mower, Toro Greensmaster 1000 w/ Wheel Kit and Grooming
000768		Mower, Exmark Turf Tracer 60"
000769		Mower, Exmark Turf Tracer 52"
000776		Mower, Exmark Turf Tracer 52"
000803	JK1AFCJ1378519645	Mule, Kawasaki, 2008
000805		Mower, Exmark Turf Tracer 60"
000816	18705	Automatic Rotary Blade Grinder
000818	E3300521	Mower, Scag Tiger Cub, 61"
000832	756063	Mower, Exmark Turf Tracer 52"
000833	770903	Mower, Exmark Turf Tracer 60"
000834	772790	Mower, Exmark Turf Tracer 60"
000835	766978	Mower, Exmark ZTR, 60"
000836	751633	Mower, Lazer 72"
000837	751637	Mower, Lazer 72"
000956		Spray Rig, Toro Multi Pro 1200 w/ Nozzle & Nozzle Kit
000985	893262	Mower, Exmark 60" Lazer Z 29HP
000992		Loader, Skid Steer 262C
001014	885601	Mower, Exmark 36", mulch cover, bagging assembly, stand
001015	884653	Mower, Exmark 60", mulch cover, and sulky
001020		Small Equipment, 2 Cycle
001035	2842	Mower, Gravely Pro Turn 260
001037	101	Mower, Gravely Pro Stance 48"
001038	2821	Mower, Gravely Pro Turn 260
001039	2822	Mower, Gravely Pro Turn 260
001040	2634	Mower, Gravely Pro Master 272H
001041	102	Mower, Gravely Pro Stance 48"
001042	101	Mower, Gravely Pro Stance 52"
001083	282970489	Small Equipment, 2 Cycle
001084		Mower, Push Lawn Mower
001085		Small Equipment, 2 Cycle
001087		Small Equipment, 2 Cycle
001093	SN-C0739	Kubota Util Vehicle SN-C0739
001094	SN-C2811	Kubota Util Vehicle SN-C2811
001095	SN-C4184	Kubota Util Vehicle SN-C4184
001096	SN-18710	Kubota Util Vehicle SN-18710
001097	SN-19064	Kubota Util Vehicle SN-19064
001102		Trailer, 5x10 Side Trailer
001106		Sm Equipment, 2 Cycle
001121		Small Equip, 2 cycle
001122		Small Equip, 2 cycle
001126		Small Equip, 2 cycle
001127		Small Equip, 2 cycle
001137	000136	Mower, Gravely Pro Walk 52HE
001142		Sm Equipment, 2 cycle
001146		Sm Equipment, 2 cycle
001148		Sm Equipment, 2 cycle
001149		Sm Equipment, 2 cycle
001167		Spreader, PS 200 Prize
001286		Sm Equipment, 2 cycle

	001295		Sm Equipment, 2 cycle
	001374		Small Equipment, 2 Cycle
	001382		Small Equipment, 2 Cycle
VEH&R	000061	1613DOT	Trailer, KB 2005
	000072	4YNBN20275C032465	Trailer, Anderson, 7x20 6-ton Landscape 2005
	000097		Trailer, 100 Gallon Spray
	000104	5VUTV20227L000004	Trailer, Wylie Water 2006
	000375	JALC4B140X7014141	Truck, Isuzu Spray, 1999
	000387	1FTNW20L51EB95592	Truck, Ford F250 Pickup, 2001
	000388	1FDAW56F62EA82362	Truck, Ford F550 Landscape Dump, 2002
	000390	1FTNX20LI3EB72729	Truck, Ford F250 Pickup, 2003
	000391	1FTNX20L83EB72761	Truck, Ford F250 Pickup, 2003
	000394	1FTNF20L03ED61195	Truck, Ford F250 Irrigation Body, 2003
	000396	1FTNF20L53ED60902	Truck, Ford F250 Irrigation Body, 2003
	000397	1FTNF20LX3EB20809	Truck, Ford F250 Irrigation Body, 2003
	000400		Trailer, Anderson 7x10
	000401		Trailer, Emerson 16'4
	000403		Trailer, 6 x 16 Anderson
	000404	J8DC4J16257008494	Truck, GMC W4500 Super Lawn, 2005
	000405	J8DC4J16057008347	Truck, GMC W4500 Super Lawn , 2005
	000406	4YNBN22245C030573	Trailer, Anderson 7 x 22 6 Ton 2005
	000407	4YNBN202X7C048274	Trailer, 7 x 20 Anderson 6 ton 2007
	000409	J8DC4J16257012495	Truck, GMC W4500 Super Lawn, 2005
	000410	J8DC4J16157014626	Truck, GMC W4500 Super Lawn, 2006
	000411	J8DE5J16967901804	Truck, GMC W4500 Debris/Dump Body, 2006
	000412	J8DE5J16267901823	Truck, GMC W4500 Debris/Dump Body, 2006
	000413	J8DC4J16277004769	Truck, GMC NG454 Super Lawn, 2007
	000414	J8DC4J16977004767	Truck, GMC NG454 Super Lawn, 2007
	000415	1GCEC19X872188131	Truck, Chevy Silverado Ext Cab Pickup, 2007
	000416		Truck, Chevy Silverado Addl (Tags/fees)
	000417		Truck, Chevy Silverado Addl (Decals)
	000426	1FTSW31P74EC34987	Truck, Ford F350 Pickup, 2004
	000428	1FTSW31P44ED69540	Truck, Ford F250 Pickup, 2004
	000431	1FTWW31P75EC09820	Truck, Ford F350 Crew Cab Pickup, 2005
	000444	1FDWF36L5YEC48119	Truck, Ford F350 Flat Bed, 2000
	000506	4YNBN1228C035737	Trailer, Anderson Deck-Over Dump 2005
	000507	1GCHK23D96F185876	Truck, Chevy Silverado 2500 Pickup, 2006
	000742	2GCEC13C471532651	Truck, Chevy Silverado 1500 Pickup, 2007
	000796	4YNBN12228C053137	Trailer, 6 x 12 Anderson Dump 2008
	000801	J8DC4J16177013995	Truck, GMC W4500 Super Lawn, 2007
	000831	5E2B2202791038873	Trailer, Horton Open 7x20 2009
	001056	54DC4J1B0CS800017	Truck, Isuzu NPREFI 18' Super Lawn Dump Body
	001128		Trailer, Open 7 x 20
	001130	NM0LS7AN7BT068045	Truck, 2011 XL Cargo Van
	001156		Truck, lettering for veh 1161
	001164	54DC4J1B9CS801702	Truck, 2012 Isuza Crew Cab
Classification	Asset Number	Serial Number	Long Description
M&E	000790	5900	Spreader, Lely Type HR 800lb
	000791	01007899	Spreader, Lesco HPS 125#

	000792	01009157	Spreader, Lesco HPS 125#
	000810		2008 Ride-on Magnum Spreader/S
	000819	13295	Sprayer, Skid-mounted 100 Gal Sprayer, Truck#1067
	000840	020759	Spreader, Vortex Granular
	000926	175G104	Spray Star, Smithco 1750
	000949	9999	Sprayer, 2009 Smart Steer Magnum SS Ride-on
VEH&R	000384	3FDWF36S9YMA23803	Truck, Ford F350 Flat Bed Spray, 2000
	000389		Truck, Irrigation Refab #1028
Classification	**Asset Number**	**Serial Number**	**Long Description**
M&E	000105	270000371	Mower, Toro Reelmaster 3100-D Sidewinder
	000106	270001132	Mower, Toro Reelmaster 3000 27" 8BL CU
	000107	270001130	Mower, Toro Reelmaster 3000 27" 8BL CU
	000109		Mower, ExMark Turf Tracer, 52"
	000110		Mower, ExMark Turf Tracer, 52"
	000111		Mower, ExMark Turf Tracer, 48"
	000804	727308	Mower, Exmark Turf Tracer 52"
	001065		Small Equipment, 2 Cycle
	001066		Small Equipment, 2 Cycle
	001124		Small Equip, 2 cycle
	001151		Sm Equipment, 2 cycle
Classification	**Asset Number**	**Serial Number**	**Long Description**
F&F	000849	0906132001190	Scotsman Ice Machine C0330MA
Classification	**Asset Number**	**Serial Number**	**Long Description**
CPSOFT	000733		Aquatics Database
M&E	000326		Mule, Kawasaki
	000365		Mule, Kawasaki
	000366		Mule, Kawasaki
	000367		Mule, Kawasaki
	000368		Mule, Kawasaki
	000369		Mule, Kawasaki
	000370		Decals, Mule
	000372		Controllers (9)
	000783	JK1AFCG137B513089	Mule, Kawasaki
	000806		Chemical Storage Unit
VEH&R	000522	1FTYR14DX6PA13821	Truck, Ford Ranger, 2006
	001077		Trailer, Otter Express ATV Trailer
	001078		Trailer, Otter Xpress ATV Trailer
Classification	**Asset Number**	**Serial Number**	**Long Description**
VEH&R	000505		Trailer, 7x14 Dump
Classification	**Asset Number**	**Serial Number**	**Long Description**
VEH&R	000999		Truck Cap and Bedslide
Classification	**Asset Number**	**Serial Number**	**Long Description**
LHI	001133		Lease Improve, 6' Chainlink Fence
M&E	000199		Tractor, AGCO Challenger
	000200		Golf Carts (7)
	000202		Blower, Kohler
	000203		Broom, CAT Model BA18
	000204		Pruner, Ex-Length
	000205		Hedge Trimmer

000208		Grooming Reel
000209		Grooming Reel
000210		Mower, Reelmaster 3100-D Sidewinder
000211		Mower, Reelmaster 3100-D Sidewinder
000213	250000190	Top Dresser
000214		Mower, Reelmaster 2/3000, 27", 8BL cu
000215		Mower, Reelmaster 2/3000, 27", 8BL cu
000216		Mower, Reelmaster 2/3000, 27", 8BL cu
000217		Mower, Reelmaster 2/3000, 27", 8BL cu
000218		Mower, Reelmaster 2/3000, 27", 8BL cu
000219		Mower, Reelmaster 2/3000, 27", 8BL cu
000221		Mower, Toro Greenmaster 1600
000223		Mule, Kawasaki
000224		Mule, Kawasaki
000228		Mule, Kawasaki
000229		Mule, Kawasaki
000233		Mower
000234		Mower
000237		Mower, Reelmaster Sidewinder
000238		Mower, Ferris ZTR 72"
000241		Mule, Kawasaki
000243		Storage Container
000244		Mule, Kawasaki 3010, 2007
000246		Mule, Kawasaki
000247		Mule, Kawasaki
000249		Tree Boom
000250		Bucket Attachment, CAT TH
000251		Mule, Kawasaki (2)
000254		Trencher
000256	JCN72503	Tractor, Challenger MT297
000260		Mule, Kawasaki (2)
000266		Skid Steer Accessories
000267		Skid Steer Accessories
000268		Trencher
000273		Mule, Kawasaki
000293		Mower, Toro 30161 13/36
000314		Tractor, Ventrac 4226D
000329		Trencher, Vermeer Hydrostatic
000331		Multi Purpose Bucket, 78"
000333		Mule, Kawasaki
000756	JK1AFCJ197B514420	Mule, Kawasaki, 2007
000757	JK1AFCJ167B517114	Mule, Kawasaki, 2007
000767		Mule, Kawasaki, 2007
000793		Spreader, Lesco HPS 125#
000830	ZM10208-851	Spreader, LT Rich Fert
000923	626222	Mower, Land Pride AFM4214 14' Grooming
000924	50036	Mower, Wright Stander 52"
000925	50038	Mower, Wright Stander 52"
000959	50002	Mower, 52" Wright Stander Kaw

	000960	50262	Mower, 52" Wright Stander Kaw
	000982	310000177	Mower, Toro 60" Turbo Force Deck
	000989	310000165	Mower, Toro 25 HP 60" Kawasaki Turbo Force Deck
	000990	310000519	Mower, Toro 24 HP 52" Kawasaki Turbo Force Deck
	000995	GZDL94C000212	Spreader, Lesco 125HPS
	000996	JK1AFCR14AB505989	Mule, Kawasaki 4010
	000997	1Z9BU1014AJ213021	Trailer, UT510 Single Axle Bonnett Creek Small Debris
	000998	JK1AFCR10AB505958	Mule, Kawasaki 4010
	001004	310000453	Mower, 52" Toro Grandstand
	001005		Mower, Toro 52" 24HP
	001021		Small Equipment, 2 Cycle
	001043	2844	Mower, Gravely Pro Turn 260
	001044	2610	Mower, Gravely Pro Master 272H
	001045	532	Mower, Gravely Pro Stance 34"
	001046	533	Mower, Gravely Pro Stance 34"
	001047	102	Mower, Gravely Pro Stance 52"
	001048	103	Mower, Gravely Pro Stance 52"
	001049	2695	Mower, Gravely Pro Turn 252
	001067		Small Equipment, 2 Cycle
	001076		Small Equipment, 2 Cycle
	001079		Small Equipment, 2 Cycle
	001080		Small Equipment, 2 Cycle
	001088		Small Equipment, 2 Cycle
	001100	SN-19066	Kubota Util Vehicle SN-19066
	001101	SN-19068	Kubota Util Vehicle SN-19068
	001104		Mower, Pro 21 SP WB
	001110	286732746	Sm Equipment, 2 Cycle
	001112	801878243	Sm Equipment, 2 Cycle
	001113		Sm Equipment, 2 Cycle
	001114		Trailer, single axel
	001115		Mower, Pro 21 SP WB
	001116		Sm Equip - 2 cycle
	001134	002660	Mower, Gravely Pro Master 272
	001135	000115	Mower, Gravely Pro Walk 52HE
	001136	000157	Mower, Gravely Pro Walk 52HE
	001138	002666	Mower, Gravely Pro Master 272H
	001139	002670	Mower, Gravely Pro Master 272H
	001140	002883	Mower, Gravely Pro Turn 252
	001141	000117	Loader, Gravely 14HP
	001143		Sm Equipment, 2 cycle
	001154		Sm Equipment, 2 cycle
	001161		Trailer, 7 x 8
	001187		Sm Equipment, 2 cycle Pole Saw
	001300		Mower, Gravely Pro Master 272H
	001301		Mower, Gravely Pro Turn 252
VEH&R	000201	4YNBN20275C026912	Trailer, 7 x 20 200S Anderson
	000207	9126	Trailer, Pronovost P516
	000330		Trailer, Vermeer
	000383	1FDWF36S3YEC20696	Truck, Ford F350 Flat Bed, 2000

	000393	1FTNF20L63ED61069	Truck, Ford F250 Irrigation Body, 2003
	000447	1FTNX21L74EA72506	Truck, Ford F250 Pickup, 2004
	000450	1FTNX21L22EC49296	Truck, Ford F250 Pickup, 2002
	000454	1GCHK29D06E254043	Truck, Chevy Silverado Ext Cab Pickup, 2006
	000480		Trailer,Elite 5x10 Single Axle
	000481	1FTPW14545KE05430	Truck, Ford F150 Pickup, 2005
	000483		Trailer, Emerson
	000489	1FTWW31PX6EA21598	Truck, Ford F350 Pickup, 2006
	000491	1FTSW21P56EA0777	Truck, Ford F250 Irrigation Body, 2006
	000492		Trailer, 7x20 6-Ton
	000979	JALC4J16X97000469	Truck, Isuzu SLT 2010
	001052	54DC4J1B2CS800018	Truck, Isuzu NPREFI 18' Landscape Body
	001053	NMOLS7AN1BT057753	Truck, Ford Transit Connect
	001055	54DC4J1B2CS800021	Truck, Isuzu NPREFI 18' Super Lawn
	001117		Trailer, 6 x 10 Dump Trailer
	001118		Trailer, Open Utility
	001162		Vehicle, skid mount pwr spray

Classification	Asset Number	Serial Number	Long Description
M&E	000811	082630	Vortex TR Granular Fertilizer

Classification	Asset Number	Serial Number	Long Description
M&E	001312		Sm Equipment, 2 cycle (C)
	001316	RTV 900W9L-H	Utility Cart, Kubota, (C)
	001360	495133	Mower, Exmark 72" (C)
	001361	642971	Mower, Exmark 72" (C)
	001362	694713	Mower, Exmark 56" (C)
	001363	694653	Mower, Exmark 56" (C)
	001364	673427	Mower, Exmark 56" (C)
	001365		Mower, Exmark 50" (C)
	001366	746941	Mower, Exmark 36" (C)
	001367	751622	Mower, Exmark 72" (C)
	001368	50128	Mower, Wright 48" (C)
	001369	50277	Mower, Wright 48" (C)
	001370	310000113	Mower, Toro 60" (C)
	001371	310000116	Mower, Toro 60" (C)
	001372	290000171	Mower, Toro 52" (C)
	001373	290000111	Mower, Toro 36" (C)
	001375	310000213	Mower, Toro 72" (C)
	001376	310000242	Mower, Toro 52" (C)
	001377	MAKA-1091598	Mower, Honda 21" (C)
	001378	2014249348	Mower, Snapper 21" (C)
	001379	290000122	Mower, Toro 72" (C)
	001380	584815	Mower, McLane Reel 25" (C)
	001381	311000210	Mower, Toro 60" (C)
	001383	311000205	Mower, Toro 60" (C)
	001384	311000130	Mower, Toro 52" (C)
	001385	310000233	Mower, Toro 60" (C)
VEH&R	001198	1FTYR10U05PA22192	Truck, Ford Ranger (C)
	001199	1FTWW32F32ED58873	Truck, Ford F350 (C)
	001200	1FDXW46P45EA61933	Truck, Ford F450 (C)

	001201	1N6BA06B15N520018	Truck, Nissan (C)
	001202	1N6BD06T86C428286	Truck, Nissan Frontier (C)
	001203	1N6BD06T76C444530	Truck, Nissan Frontier (C)
	001204	1FDXF46P26E835562	Truck, Ford F450 (C)
	001205	1N6BD06T87C410310	Truck, Nissan Frontier (C)
	001206	JALC1617701684D	Truck, Isuzu (C)
	001207	3D7KS28A97G840091	Truck, Dodge (C)
	001208	1FDXW46R88EA87036	Truck, Ford F450 (C)
	001209	1FDAW4GR1AE96719	Truck, Ford F450 (C)
	001210	1FDOW4GT5BEA32456	Truck, Ford F450 (C)
	001211	1FDOW4GT6BEB26810	Truck, Ford F450 (C)
	001246	1L9BU2027AN383759	Trailer, Loudo (C)
	001247	1L9BU2023AN383760	Trailer, Loudo (C)
	001248	B1C012571095	Trailer, (C)
	001249	T52609503	Trailer, Gator Tail (C)
	001250	4Y3US121685018303	Trailer, (C)
	001251	TC30105507	Trailer, Gator Tail (C)
	001252	TC3010508	Trailer, Gator Tail (C)
	001253	TC8610501	Trailer, Gator Tail (C)
	001254	TC71111501	Trailer, Gator Tail (C)
Classification	Asset Number	Serial Number	Long Description
F&F	001168	IY0504A	Ice Machine IY0504A
OFFEQP	000814		Compumatic Handpunch Terminal- Timeclock
VEH&R	000460	1GNDT13S862135467	Truck, Chevy Trailbazer, 2006- Gerry
Classification	Asset Number	Serial Number	Long Description
M&E	000135		Treeboom, CAT 908 Loader
	000322		Tractor, AGCO Challenger
	000327	54494503686	Sod Cutter, SP-18
	000332	SMR05052	Auger, CAT A19B
	000785	JK1AFCJ157B518254	Mule, Kawasaki 4x4, 2007
	000813	IRTC2545K10V	Air Compressor-Ingersoll Rand
	000815	143885-2806	1500 lb Air Lift
VEH&R	000436	1GCHK23DX7F125652	Truck, Chevy Silverado 2500 Pickup, 2007
	000502	JALB4B140Y7017425	Truck, Isuzu NPR Landscape Box, 2000
	000504	1FTSW21P76EB52299	Truck, Ford F250 Irrigation Body, 2006
	000947	4YNBN2021AC060465	Trailer, 2009 Anderson Equipment 7x20 w/ Spare Tire & Whe
	000948	4YNBN202XAC060464	Trailer, 2009 Anderson Equipment 7x20 w/ Spare Tire & Ram
Classification	Asset Number	Serial Number	Long Description
F&F	001272		Refrigerator, TC Crew
M&E	000049		Aerator
	000075		Greensroller
	000248	BXGT00573	Mini Excavator, CAT 303C-CR
	000286		Mower, Groundmaster 3500-D
	000287		Blower, Kohler
	000288		Mower, Groundmaster 3500-D
	000289		Carryall, Gas
	000291		Carryall, Gas
	000292		Turf Truckster, Cushman
	000295		Mower, Lazer 72"

000298		Water Tank
000299		Mower, Excel Hustler
000304		Top Dresser, Kilpatrick
000308		Workman, Toro 3200, Vicon Spreader, Topdresser
000310		Spreader, Vortex
000316		Mower, Toro 60"
000320		Prefab Storage Container
000321		Spreader, Lesco HPS 125#
000771	270000262	Mower, Kohler 60" 30HP Z Turn
000773	CR29007	Tractor, Challenger, 2007
000789	541550	Mower, Lands Pride 14" Flex
000848	280000505	Mower, Toro 60"
000860		Mower, 72" Hustler Super Z (DL)
000862		Mower, Toro 2000D Reelmaster (DL)
000864		Mower, 36" Lesco WB (DL)
000865	708686	Mower, 36" Lesco WB (DL)
000866	5621265	Mower, 61" Grasshopper 227 (DL)
000867	5815225	Mower, 61" 227 Grasshopper (DL)
000868	04120176	Mower, 72" Hustler Super Z (DL)
000869	07090392	Mower, 72" Hustler XR-7 (DL)
000872	05030337	Mower, 60" Hustler (DL)
000873	05051809	Mower, 60" Hustler (DL)
000874	4398	Mower, 48" Wright Stander (DL)
000913	1106	Loader, 2004 Terex Wheeled Loader w/ Attachments (DL)
000914	23681	Loader, 2005 Komatsu Wheeled Loader WA80 w/ Attachments
000915	1K084800004	Utility Cart, 2005 Cub Cadet (DL)
000916	ME1520171BLT	Sprayer, Lesco 50 Gallon (DL)
000918	GSV190	Blower, Billy Goat Vacuum (DL)
000921	020669	Spreader, Vortex (DL)
000930	09051220	Mower, Hustler 60" XR7 30HP Super Z
000931	09051224	Mower, Hustler 60" XR7 30HP Super Z
000939	09020233	Mower, Hustler Super 60" ZTR
000940	08031023	Mower, Hustler Super 60" ZTR
000945	09020233	Mower, Hustler Super Z 60" ZTR 30 HP
000946		Mower, 36" Wright Stander 17 HP
000973	09100492	Mower, Super Z 60" 30 HP
000975	10030548	Mower, Super Z 60" 30 HP
000976	10032391	Mower, Super Z 60" 30 HP
000977	10032037	Mower, Super Z 72" 30 HP
001003	10081018	Mower, Hustler 60" 31HP
001008	10090313	Mower, Hustler 72" 31 HP
001024		Mower, 60" Hustler Super Z
001025		Mower, 72" Hustler Super Z
001026	2852	Mower, Gravely Pro Turn 260
001027	2853	Mower, Gravely Pro Turn 260
001028	2875	Mower, Gravely Pro Turn 260
001029	2885	Mower, Gravely Pro Turn 260
001030	2606	Mower, Gravely Pro Master 272H
001031	2608	Mower, Gravely Pro Master 272H

	001032	2632	Mower, Gravely Pro Master 272H
	001033	530	Mower, Gravely Pro Stance 34"
	001034	531	Mower, Gravely Pro Stance 34"
	001057		Small Equipment, 2 Cycle
	001061		Small Equipment, 2 Cycle
	001062		Small Equipment, 2 Cycle
	001063		Small Equipment, 2 Cycle
	001064		Small Equipment, 2 Cycle
	001068		Small Equipment, 2 Cycle
	001071		Mower, 2006 Dixie Chopper 60" (A)
	001072	6071401	Mower, 2008 Hustler Trimstar 48" (A)
	001073	N705651	Mower, Toro ZMaster Z500 60" (A)
	001074	FX751VA08972	Mower, Wright Stander ZK 52" (A)
	001075		Small Equipment, 2 Cycle (A)
	001086		Small Equipment, 2 Cycle
	001089	106	Mower, Gravely Pro Stance 52"
	001090	108	Mower, Gravely Pro Stance 52"
	001098	SN-18811	Kubota Util Vehicle SN-18811
	001099	SN-19059	Kubota Util Vehicle SN-19059
	001123		Small Equip, 2 cycle
	001132		Small Equipment, 2 cycle
	001145		Sm Equipment, Cooling Fan
	001271		Sm Equipment, 2 cycle, 2 back pack blowers
	001280		Sm Equipment, 2 cycle
	001281		Sm Equipment, 2 cycle
	001282		Sm Equipment, 2 cycle
	001288		Mower, Gravely Pro Master 272H
	001289		Mower, Gravely Pro Master 272H
	001290		Mower, Gravely Pro Master 272H
	001291		Mower, Gravely Pro Stance 34FX
	001292		Mower, Gravely Pro Stance 34FX
	001294		Mower
	001392		Small Equipment, 2 Cycle
VEH&R	000302		Trailer, Pronovost P516
	000402	1FTNF20L44ED52324	Truck, Ford F250 Irrigation Body, 2004
	000427	1FTSW31P54EC71424	Truck, Ford F350 Pickup, 2004
	000493	2NKMHD7X26M157737	Truck, Kenworth Water, 2006
	000494	1FTNF20L8XEC36211	Truck, Ford F250 Flat Bed, 1999
	000497	J8DC4J16067008415	Truck, GMC Super Lawn, 2006
	000499	1FTRX12W16NA80334	Truck, Ford F150 Pickup, 2006
	000851	NOVIN0200285513	Trailer, 1994 HMDE 8x16 LD Tandem w/ Racks (DL)
	000852	2219712455	Trailer, 1997 Bilt 0716 8x16 MD Tandem w/ Racks (DL)
	000853	2269712454	Trailer, 1997 Cons 8x16 LD Tandem w/ Racks (DL)
	000854	12465090498	Trailer, 1998 Bilt 8x16 LD Tandem Axle (DL)
	000855	NOVIN0200073986	Trailer, 1998 Tandem 8x8 HD Tandem Axle (DL)
	000856	6R06X160430200203	Trailer, 2002 Bray 8x18 MD Tandem w/ Racks (DL)
	000875	1GAHG39K891102215	Truck, Chevy Express Van
	000896	1GBJC34R1XF047572	Truck, 1999 Chevy Silverado 3500 (DL)
	000897	JALC4J14137010104	Truck, 2003 Isuzu NPR HD (DL)

	000898	1GBJC34R2Y478116	Truck, 2000 Chevy Silverado 3500 (DL)
	000899	1GCEC19V62E178373	Truck, 2002 Chevy Silverado 1500 (DL)
	000901	1D7HA18N53J670069	Truck, 2003 Dodge Ram (DL)
	000903	1GCHC23U94F257066	Truck, 2004 Chevy Silverado 2500 HD (DL)
	000904	1GCHK23224F246086	Truck, 2004 Chevy Silverado 2500 HD (DL)
	000905	1GCHC23U35F841979	Truck, 2005 Chevy Silverado 2500 HD (DL)
	000909	JALC4J16257015834	Truck, 2006 Isuzu NPR HD (DL)
	000910	JALC4J16577003308	Truck, 2007 GMC NG454 (DL)
	000928	1GCHC43K99F110568	Truck, 2009 Chevy Silverado 2500HD Crew Cab
	000929	5E2B2202XA1039696	Trailer, 2009 7x20 Horton Black Tandem
	000981	1A9EE2428AD853100	Trailer, 7x20 Black Tandem 2011
	001013	1FT7W2A63BEB07684	Truck, 2011 F250 Crew Cab
	001016	5NHUBLV25BU216751	Trailer, Blazer 8' X 20' Covered Cargo
	001051	1FT7W2A60BEB42480	Truck, 2011 Ford F250
	001054	1FT7W2A67BEC44603	Truck, Ford F250
	001070		Trailer, 24' Enclosed (A)
	001091	1FT7W2A69BED01268	Truck, 2011 Ford F250
	001129		Trailer, Cargo Mate
	001144		Truck, Dump Truck Repairs (A)
	001296	5NHUBLV21BU216780	Trailer, Cargomate 8x20 Enclosed
	001297	5NHUBLV23BU216781	Trailer, Cargomate 8x20 Enclosed
	001299	1A9EE2428AD853386	Trailer, American Made 7x20
Classification	Asset Number	Serial Number	Long Description
M&E	000766		Sprayer, Skid Mounted for truck 1012
	000774	AA203	Blower, Turbine ET200
Classification	Asset Number	Serial Number	Long Description
M&E	001313		Sm Equipment, 2 cycle (C)
	001317	2000229991	Utility Cart, Snapper, (C)
	001318	XG0811-881528	Utility Cart, Carryall , (C)
	001386	611505	Mower, Exmark 50" (C)
	001387	650447	Mower, Exmark 56" (C)
	001388	491618	Mower, Exmark 72" (C)
	001389	564218	Mower, Exmark 72" (C)
	001390	551353	Mower, Exmark 72" (C)
	001391	514956	Mower, Exmark 72" (C)
	001393	564203	Mower, Exmark 72" (C)
	001394	564218	Mower, Exmark 72" (C)
	001395	551353	Mower, Exmark 50" (C)
	001396	634189	Mower, Exmark 56" (C)
	001397	671712	Mower, Exmark 56" (C)
	001398	671711	Mower, Exmark 56" (C)
	001399	702486	Mower, Exmark 72" (C)
	001400	897670	Mower, Exmark 72" (C)
	001401	955583	Mower, Exmark 52" (C)
	001402	311065579	Mower, Toro 21" (C)
	001403	702488	Mower, Exmark 72" (C)
	001404	650397	Mower, Exmark 56" (C)
	001405	673392	Mower, Exmark 50" (C)
	001406	03201220000920	Mower, Toro Reel Master (C)

	001407	674679	Mower, Exmark 56" (C)
	001408		Mower, Exmark 56" (C)
	001409	694712	Mower, Exmark 56" (C)
	001410	751653	Mower, Exmark 72" (C)
	001411	642967	Mower, Exmark 72" (C)
	001412	702487	Mower, Exmark 72" (C)
	001413	720459	Mower, Exmark 72" (C)
	001414	694731	Mower, Exmark 56" (C)
	001415	49886	Mower, Wright 36" (C)
	001416	49891	Mower, Wright 48" (C)
	001417	636839	Mower, Exmark 72" (C)
	001418	821250	Mower, Exmark 52" (C)
	001419	821251	Mower, Exmark 52" (C)
	001420	855289	Mower, Exmark 60" (C)
	001421	883097	Mower, Exmark 72" (C)
	001422	855338	Mower, Exmark 72" (C)
	001423	747041	Mower, Exmark Turf Track (C)
	001424	929110	Mower, Exmark 21" (C)
	001425	941881	Mower, Exmark 60" (C)
	001426	941882	Mower, Exmark 60" (C)
	001427	897666	Mower, Exmark 72" (C)
VEH&R	001212	1FTWW32F42EB21048	Truck, Ford F350 (C)
	001213	JALB14237000053	Truck, Isuzu (C)
	001214	1FDXW46P46EA46091	Truck, Ford F450 (C)
	001215	1FDNF20545EB97031	Truck, Ford F250 (C)
	001216	1N6BD06T96C426045	Truck, Nissan Frontier (C)
	001217	1N6BD06T36C431354	Truck, Nissan Frontier (C)
	001218	1FDXF46P96EB20153	Truck, Ford F450 (C)
	001219	1FDXW46P36EB01940	Truck, Ford F450 (C)
	001220	1FDXW46P26EC81508	Truck, Ford F450 (C)
	001221	1FDNF20546EC25704	Truck, Ford F250 (C)
	001222	1FDXW46PXEB49629	Truck, Ford F450 (C)
	001223	1N6AD06U56C466790	Truck, Nissan Frontier (C)
	001224	1FTVX14536NB34204	Truck, Ford F150 (C)
	001225	JALC4B16377003796	Truck, Isuzu NPR (C)
	001226	1FTSX20P97EB36038	Truck, Ford F250 (C)
	001227	1GCGG25V851132886	Truck, Chevy Van (C)
	001228	1FDXW46R38EB55551	Truck, Ford F450 (C)
	001229	1N6BD06T08C402316	Truck, Nissan Frontier (C)
	001230	1FDAW56P66ED50910	Truck, Ford F550 (C)
	001231	1N6BD06T18C44007	Truck, Nissan Frontier (C)
	001232	1N6BD06T38C412659	Truck, Nissan Frontier (C)
	001233	JTBL40E09J037107	Truck, Toyota Corolla (C)
	001234	1FTSX20R28EC08832	Truck, Ford F250 (C)
	001235	1FTYR14D28PA89424	Truck, Ford Ranger (C)
	001236	1FDAW46R19EA57514	Truck, Ford F450 (C)
	001237	JALE5B14047902485	Truck, Isuzu (C)
	001238	1FDAW4GR3AE63091	Truck, Ford F450 (C)
	001239	1FTFW1EV4AFA91615	Truck, Ford F150 (C)

001240	1FDAW4GR1AEB39505	Truck, Ford F450 (C)
001241	1FTKR1ED08PA61097	Truck, Ford Ranger (C)
001255	46CFB2C2XTM000131	Trailer, Champion (C)
001256	1Z9BU20286J213593	Trailer, All Pro (C)
001257	4FPFB12216G111353	Trailer, Pace (C)
001258	1L9BU12177N383516	Trailer, (C)
001259	1L9BU20238N383838	Trailer, (C)
001260	1L9BU12258N383279	Trailer, Loudo (C)
001261	1L9BU20298N383083	Trailer, (C)
001262	1L9BOT2138N383370	Trailer, Loudo (C)
001263	NOVIN000083978139	Trailer, (C)
001264	1Z9BU20271J213455	Trailer, (C)
001265	1Z9ET20227J213395	Trailer, All Pro (C)
001266	1Z9ET202X7J213483	Trailer, All Pro (C)
001267	TC31510507	Trailer, Gator Tail (C)
001268	1Z9UT2021AJ213052	Trailer, All Pro (C)
001269	1Z9UT2022BJ213563	Trailer, All Pro (C)

Approach

"Your team is the best. I walked the property today, and I was really impressed and pleased with all the positive changes that have been made since you all came on board here. I have nothing but good things to say and highly recommend Austin Outdoor to others in our industry."

Kristen Weeber

Approach
To Scope of Services

The following is an explanation of Austin Outdoor's approach to providing landscape management services:

I. LANDSCAPE MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing
   a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
   b. Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
   c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
   d. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
   e. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

2. Edging & Trimming
   a. **Austin Outdoor** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
   b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
   c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
   d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
   e. "Hard" edging, "Soft" edging and string trimming shall be performed in conjunction with turf mowing operations.
   f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. Debris Removal
   a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
   b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of **Austin Outdoor,** at no additional expense to the **Client.**

4. Fertilizer
   a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
   b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

5. Insect, Disease, and Weed Control
    a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Austin Outdoor.**
    b. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
    c. **Austin Outdoor** must possess and maintain an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
    d. Access to a water source on the Client's property must be provided for use in spray applications.

B. Plant Material

1. Shrubs
    a. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
    b. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
    c. Clippings are to be removed by **Austin Outdoor** following pruning.

2. Tree Maintenance
    a. Trees - will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
    b. Palm Trees - Only brown or broken fronds will be removed at time of pruning.
    c. **Austin Outdoor** will maintain staking and guying of new trees; re-staking of trees due to extreme weather is provided as a separate, billable service.

3. Edging and Trimming
    a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
    b. "Weedeating" type edging will not be used around trees.

4. Insect, Disease and Weed Control
    a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments (e.g., Asian Scale [*cycad aulacaspis scale*] infestations on Sago Palms), **Austin Outdoor** will offer suggestions regarding the best course of action.
    b. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
    c. **Austin Outdoor** will maintain a log listing all applications and will have MSDS sheets available for each product used on the **Client's** property.
    d. The **Client** must provide access to a suitable water source on their property for use by **Austin Outdoor** in spray applications.

5. Fertilization
   a. Shrubs and ground cover will be fertilized with a recommended analysis (e.g., 8-10-10) containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
   b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
   c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

C. Annual Flowers

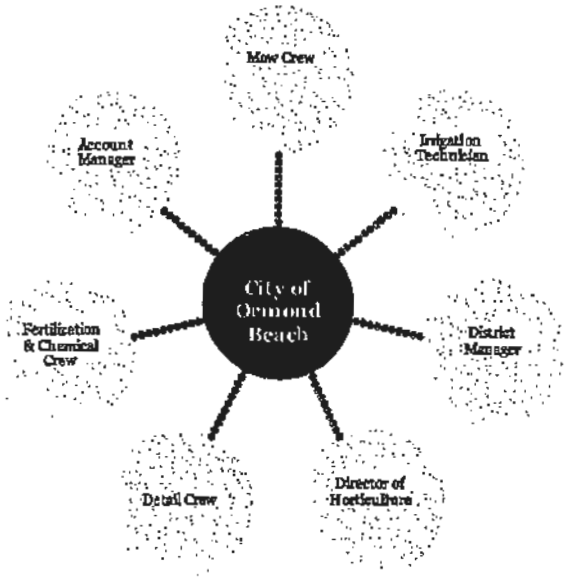
1. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
4. All soils are to be roto-tilled after removing and prior to installing new flowers.
5. *"Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change. Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer (such as Peters 20-20-20) will be applied to enhance flowering and plant vigor.*

D. Mulch

1. Mulch will be replenished in accordance with the agreement terms and specifications.

Proposed Staffing Levels

For Your Property



Account Manager:
The Account Manager represents the vital link between Austin Outdoor and your community. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the District Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices

Mow Crew:
The Mow Crew consists of a team of experienced landscape professionals. Their focus will be on maintaining the property in accordance with the specifications of the contract. This includes mowing with reel or rotary mowers, depending on the turf type, blowing, vacuuming, edging and policing (trash pick up).

Detail Crew:
The Detail Crew is responsible for the pruning, hand weeding and detailing of all plant beds, trees, shrubs and groundcover. This crew will service the property according to the specifications described in the bid package/contract. The detail crew will only use proper pruning methods, which enhance the blooming, sustainability and health of plant material.

Proposed Staffing Levels

AUSTIN OUTDOOR
a yellowstone landscape company

Fertilization & Chemical Crew:
The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the property's need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.

Irrigation Technician:
The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and Property Manager.

District Manager Oversight:
The District Manager is responsible for Austin Outdoor's landscape installation and management operations and personnel within the district. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The District Manager reports directly to the President, and works closely with the Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his/her regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation

Director of Horticulture Consultation:
The Director of Horticulture is responsible for all aspects of Austin Outdoor's horticultural program development and field service delivery systems. The primary responsibilities outlined below are carried out in accordance with sound horticultural practices, designed to achieve superior aesthetic results. The Director of Horticulture reports directly to the President and works closely with District Management and Technical Personnel on a regular basis. The Director of Horticulture advises and consults Account Management in horticultural technique and practices.

Responsible for:

- ✓ Research and Product Development
- ✓ Develop Best Practices for Turf, Shrubs, Trees and Flowers
- ✓ Extension – Links Research to Practices
- ✓ Training
- ✓ Consultation

Personnel

"As our landscape has matured and expanded, Austin Outdoor's care program has increased and been tailored to meet the needs of the community. We cannot say enough about the staff members that are assigned to the project. They are very professional, knowledgeable and provide unbeatable service."

Margaret Alfano, Parks & Rec Manager
Fleming Island Plantation CDD
904.278.8316

Key Management

East Central Florida

Name & Title	Years of Related Experience
Paul LaMontaine District Manager	**34 years**
Barry Critcher Business Development Manager	**20 years**
Gerry Hillier Director of Horticulture	**32 years**
Scott Barnes Senior Account Manager	**18 years**
Bruno Perez Senior Account Manager	**13 years**
Mark Smith Account Manager	**9 years**
Drew Baltz Account Manager	**12 years**
David Gerken Account & Project Manager	**27 years**
TOTAL	165 years







PICTURED
Paul LaMontaine, Barry Critcher &
Bruno Perez

Paul LaMontaine

PROFESSIONAL EXPERIENCE SUMMARY

As the **District Manager** in Palm Coast, Paul LaMontaine is responsible for overseeing all of the division's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality project and service.

Paul brings 34 years experience in operations, facilities management, purchasing and construction to the company.

EDUCATION

1992 **Harvard Business School** **White Plains, NY**
Continuing Education–Management Excellence Service

1984 **Harvard Business School** **White Plains, NY**
Continuing Education–Achieving Breakthrough Service

1975 - 1977 **Henry Ford Community College** **Dearborn, MI**
AS, Business Management

RELEVANT PROFESSIONAL EXPERIENCE

2003 - Present **Austin Outdoor, LLC** **Palm Coast, FL**
District Manager

- Responsible for landscape operations and personnel within the Palm Coast District.
- Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe.
- Hires and coordinates construction and management crews.
- Balances the workload and materials for each project.
- Maintains up-to-date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in-progress projects.

1974 - 2003 **Frank's Nursery and Crafts** **Troy, MI**
1992-2003 Assistant Vice President Facilities Management

- Was responsible for maintenance, repair and construction for all company facilities and properties.
- Purchased furniture, fixtures and store supplies.

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- Intermediary for store operations to real estate planning and legal/risk management department.
- Maintained fleet services, material handling equipment, trash/recycling and vending services.
- Responsible for operational expense and capital in excess of $15 million annually.

1989-1992 Director Operations/Facilities in Florida

- Responsible for controlling assets, regional purchasing/advertising, and facilities of 31 stores.

1984-1989 Director Operations/Facilities in Tampa & Orlando

- Assisted in the research, planning, product mix and construction of 31 new stores.

1978-1984 District Manager – Southeastern Michigan

1975-1978 Manager – Southeastern Michigan

1974-1975 Assistant Manager – Southeastern Michigan

MILITARY

U.S. Marine Corps, E-5, Honorable Discharge	1970-1974
Marine Corps Institute, Washington DC	1973
Non-Commissioned Officers Leadership School	1972
Tracked Vehicle School	1970

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Barry Critcher

PROFESSIONAL EXPERIENCE SUMMARY

As the **Business Development Manager,** Barry Critcher is responsible for building strong, lasting relationships with both management and construction clients and potential clients in the East Central Florida region. Barry has 20 years experience in sales and business development, which provides him with the knowledge and experience to promote the company's capabilities.

EDUCATION

1984 - 1989 **Appalachian State University** **Boone, NC**
BS, Business Administration

RELEVANT PROFESSIONAL EXPERIENCE

2005 – Present **Austin Outdoor, LLC** **Palm Coast, FL**
Business Development Manager

- Responsible for building strong, lasting relationships with clients and potential clients.
- Prepares contracts and proposals that are responsive to client needs.
- Responsible for sales, estimating, contract administration and plant purchasing.
- Solicits field feedback to enhance estimating accuracy and pricing.
- Manages the process of bid preparation resulting from the estimating process.
- Continually updates clients on the status of upcoming and/or current work.

1989 – 2005 **Hollar & Greene Produce, Inc.** **Boone, NC**
Branch Manager / Business Development Manager

- Worked closely with wholesalers, distributors and retailers to provide quality products.
- Managed $4 to $5 million per year in business development.
- Oversaw quality control of the product.
- Managed the distribution and inventory of the product.

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Gerry Hillier

PROFESSIONAL EXPERIENCE SUMMARY

Gerry Hillier is the **Director of Horticulture** for Austin Outdoor. In this position, he oversees all aspects of the company's horticultural program development and field service delivery systems. He encourages the use of the best horticultural practices in respect to each project.

Gerry brings 32 years of horticultural experience to the company. He has knowledge in all aspects of horticulture, including golf course maintenance, resort maintenance, fertilization programs, soil testing and drainage specifications.

EDUCATION

Catawba College **Hickory, NC**
Degree in Turfgrass
Degree in Horticulture

RELEVANT PROFESSIONAL EXPERIENCE

July 2003-Present **Austin Outdoor, LLC** **Bunnell, FL**
Director of Horticulture

- Responsible for all aspects of the company's horticultural program development.
- Develops horticultural practices for proper planting and care.
- Develops curative and preventative pesticide programs.
- Determines the most efficient and effective equipment delivery systems.
- Designs comprehensive horticultural "Best Management Practices" for operations.
- Selects preferred products and vendors.
- Encourages the use of sound and progressive horticultural practices.
- Identifies the type, priority and frequency of training.
- Develops class and field training programs.

2001-Present **HTH Consulting Services** **Longwood, FL**
Owner

- Nine golf course renovations from pre-project planning and ground breaking to grow-in and day-to-day maintenance.
- Eight major resort / golf course landscape installation projects from conception to general preventative maintenance programs.
- Extensive knowledge of fertilization and pesticide programs, implementation in both Turfgrass and landscape plant material.
- Experienced in plant growth regulators concerning turfgrass and horticulture maintenance.

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PAST PROJECTS

The Breakers of Palm Beach
The Boca Raton Resort
Belmont Hills Golf Club
The Hammock Beach Club
Bay Tree Golf Plantation
The National Croquet Center
Valencia Lakes
St. Andrews Club
The Beach Club
U.S.G.A. Greens Section

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Scott Barnes

PROFESSIONAL EXPERIENCE SUMMARY

As the **Senior Account Manager** with Austin Outdoor, Scott Barnes is responsible for ensuring projects are completed with the highest quality materials and service in a timely manner. Scott has 18 years experience in the landscape industry. He has designed and managed major residential and commercial installation projects. He also has a vast knowledge of irrigation.

RELEVANT PROFESSIONAL EXPERIENCE

2005– Present **Austin Outdoor, LLC** **Palm Coast, FL**

2007 – Present Senior Account Manager

- Arranges, schedules and directs delivery of services.
- Ensures peak efficiency of each project.
- Ensures delivery of high-quality projects and services to clients.
- Establishes long-term relationships with clients.
- Continually updates clients on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts periodic property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts on-going training to assure high-quality, professional performance.

2005 – 2007 Project Manager

- Responsible for arranging, scheduling and directing daily delivery of irrigation and landscape installation services in accordance with the contractual design for each project.
- Assures peak efficiency and delivery of high-quality products and services.
- Knowledgeable of plans, blueprints and specifications for each project.
- Coordinates work flow of each project.
- Maintains regular communications with clients.
- Oversees the daily direction of each project and performs site inspections.
- Provides field training to employees.

1999-2004 **The Brickman Group West Palm Beach, FL**

Managing Superintendent

- Began in West Palm Beach managing the landscape maintenance and was then transferred to Jacksonville to open a new branch for the company.
- Created solid working relationships with clients and employees.
- In charge of purchasing as well as work schedules and budgets.
- Managed up to 15 employees.

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1997-1999 **Concepts in Greenery** **Stuart, FL**
Supervisor/Sales

- Ran a 25-man crew for commercial install.
- Worked alongside landscape architects and contractors.
- Sales responsibilities included take-offs, pricing, purchasing and residential design.

1995-1997 **The Brickman Group West Palm Beach, FL**
Superintendent

- Managed three maintenance crews as well as the work order crew.
- Promoted after two months with the company.

1991-1995 **Sunshine Land Design** **Stuart, FL**
Maintenance Supervisor

- Supervised a 13-man mow crew.
- Performed full weekly maintenance and quality control.

CERTIFICATIONS

- Certified Pest Control Operator – Lawn & Ornamental
- University of Florida Best Management Practices Certification

3235 North State Street • Bunnell, FL 32110 • sbarnes@austinoutdoor.net

Bruno Perez

PROFESSIONAL EXPERIENCE SUMMARY

As the **Senior Account Manager** with Austin Outdoor, Bruno Perez is responsible for coordinating, implementing and maintaining maintenance projects on a daily basis. He brings 13 years experience in the landscape industry.

RELEVANT PROFESSIONAL EXPERIENCE

2004– Present **Austin Outdoor, LLC** **Palm Coast, FL**

2007 – Present Senior Account Manager

- Arranges, schedules and directs daily delivery of services.
- Ensures peak efficiency of each project.
- Ensures delivery of high-quality projects and services to clients.
- Establishes long-term relationships with clients.
- Continually updates clients on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts periodic property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts on-going operation training to assure professional performance.

2004 – 2007 Project Manager

- Was responsible for arranging, scheduling and directing daily delivery of irrigation and landscape installation services in accordance with the contractual design for each project.
- Assured peak efficiency and delivery of high-quality products and services.
- Was knowledgeable of plans, blueprints and specifications for each project.
- Maintained regular communications with clients.
- Oversaw the daily direction of each project and performed site inspections.
- Provided field training to employees.

1996-2004 **Martin & Son Landscaping Palm Coast, FL**

Supervisor

- Directed co-workers.
- Planned weekly schedule.
- Provided status reports to owner.
- Handled customer requests and resolved any customer complaints.
- Maintained equipment and supplies.

CERTIFICATIONS

- FNGLA Certified Horticulture Professional
- University of Florida Best Management Practices Certification

3235 North State Street • Bunnell, FL 32110 • bperez@austinoutdoor.com

References

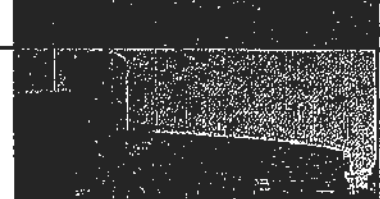
"Understanding of scope of work: excellent. This is a critical point within their unique customized approach to landscape management. Their awareness of changes and willingness to adapt to those changes provides a service that is a significant factor in their ability to provide comprehensive preventative maintenance to all areas of the landscape."

Judy Emens, Director of CDDs
Reunion Resort & Club
321.939.6872

Client References

Landscape Management Properties of Similar Size and/or Scope

AUSTIN OUTDOOR
a yellowstone landscape company

Property	Photo	Description	Reference
Chelsea Place 201 Chelsea Place Avenue Ormond Beach, FL 32174 Contract Value: $100,000+/- Duration: 2007—Present		Large community in Ormond Beach. Landscape maintenance includes maintenance of roadways, entrance, and common areas.	Dick Smith VP Development ICI Homes 877.598.3490 dsmith@icihomes.com
Pavilion at Port Orange 5501 S. Williamson Blvd Port Orange, FL 32138 Contract Value: $250,000/yr Duration: 2010—Present		Large retail center in Port Orange. Landscape maintenance consists of entrances, roadways and retail areas.	Wayne Bohl General Manager CBL & Associates 386.253.6785 wayne_bohl@cblproperties.com
Village of Wellington 1400 Greenbriar Blvd. Wellington, FL 33414 Contract Value: $130,000+/-/yr Duration: 2009—Present		Landscape maintenance of various city areas in the Village of Wellington. Landscape maintenance includes roadways, city plants, lift stations, utilities centers, community centers, etc.	Bruce Wagner Operations Manager Village of Wellington 561.791.4000 bwagner@wellingtonfl.gov
Town Center at Palm Coast CDD Palm Coast, FL 32137 Contract Value: $500,000/yr+/- Duration: 2008—Present		Large planned community in Palm Coast, FL. Landscape management consists of community parks, roadways, traffic circles, retail, and commercial areas.	Clint Smith VP Palm Coast Holdings 386.446.6226 csmith@allete.com
Father Lopez Catholic High School 3918 LPGA Blvd Daytona Beach, FL 32124 Contract Value: $80,000/yr+/- Duration: 2007—Present		Large high-school in Daytona Beach, FL. Landscape management consists of high-school grounds and ball fields.	Patty Dailey Assistant Principal 386.253.5213 pdailey@fatherlopez.org
Florida Hospital 301 Memorial Medical Parkway Daytona Beach, FL 32117 Contract Value: $200,000/yr+/- Duration: 2011—Present		Large hospital in Daytona Beach, FL. Landscape management consists of parking areas, gardens, entrances and surrounding grounds.	Ron Hicks Facilities Director 386.231.3084 Ronald.hicks@fhmmc.org

Recommendations

From Richard Smith, Client Since 2005

AUSTIN OUTDOOR
a yellowstone landscape company

ICI HOMES®

October 5, 2010

To whom it may concern:

Since 2005, Austin Outdoor has provided landscape, irrigation, pest control and fertilization services at one of ICI's premier residential properties, Chelsea Place. All-inclusive, exterior maintenance is a cornerstone of the product offering of Chelsea Place; therefore, our selection of Austin Outdoor as a sole-source provider was made with careful thought and consideration.

That decision has proven to be well-founded as Austin Outdoor continues to exceed expectations with a committed group of professionals devoted to providing excellent service. Austin Outdoor has shown a willingness to help us meet the challenges of the current residential development marketplace with creativity, desire and teamwork. We are very satisfied with this relationship and look forward to it continuing to be mutually beneficial.

Sincerely,

Richard D. Smith
Vice President of Development

Intervest Construction, Inc.
2379 Beville Road, Daytona Beach, FL 32119 • Voice: 386.788.0820 • Fax: 386.760.2237 • www.ICIHomes.com

Recommendations

From Tom Lawrence, Client Since 1999

AUSTIN OUTDOOR
a yellowstone landscape company

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

W. Dellecker, Executive VP
Austin Outdoor
4601 North State Street
Bunnell, FL 32110

Bill,

On behalf of the Grand Haven Community Development District (CDD) I offer the following assessment of Austin performance since the inception of our CDD in 1997.

Our CDD has 1900 home sites, 30 miles of streets, two large amenity centers and a private golf course nestled within the landscaped common areas.

Construction work: Your company installed the vast majority of the shrub, tree, lawn and paver infrastructure in our community. Contracts for this work were in excess of $5,000,000. Your work has been timely and on budget and the resulting landscape has been as expected and quite attractive.

Landscape maintenance work: Your company has had the landscape maintenance contract since our inception. Your services have met our contract requirements and our expectations. Your employees are well qualified and extremely customer focused. Requests are always promptly responded to and dealt with effectively. It has been a pleasure dealing with your company and employees. It has felt more like a partnership than an employer/contractor relationship.

Sincerely,

Thomas Lawrence
Operations Manager
Grand Haven Community Development District

Proposal

"Austin Outdoor's experience, professionalism, quality and workmanship are unmatched. They take a proactive approach and provide customized landscape solutions. They respond promptly to any requests and are always willing to take the extra steps necessary to make the landscapes of our properties look their best."

Annie Marks, President
May Management
904.461.9708

Insurance

AUSTIN OUTDOOR
a yellowstone landscape company

OP ID: CJ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/12

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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 386-252-9601 King Pickett	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AUSTI-1
INSURED AUSTIN OUTDOOR, LLC OLSW, LLC; ALSW, LLC CORNERSTONE SOLUTIONS GROUP PO BOX 849 BUNNELL, FL 32110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Westfield Ins Co — 24112 INSURER B: Bridgefield Employers — 10701 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 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 PESTICIDE/HERB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			CMM5060952	04/30/11	04/30/12	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 $ 150,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CMM5060952	04/30/11	04/30/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			CMM5060952	04/30/11	04/30/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0830-48070	04/30/11	04/30/12	X WC STATU-TORY LIMITS 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
A	CONTRACTORS EQUIP RENTED/LEASED			CMM5060952	04/30/11	04/30/12	LIMIT: DED:	500,000 1,000

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

CERTIFICATE HOLDER	CANCELLATION
FORINFO FOR INFORMATION ONLY	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 King Pickett

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Pest Control License

Department of Agriculture & Consumer Services

AUSTIN OUTDOOR
a yellowstone landscape company

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 16, 2011	JB86253	July 31, 2012

THE **PEST CONTROL FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2012 AT

3235 N STATE STREET
BUNNELL, FL 32110

AUSTIN OUTDOOR INC
PO BOX 849
BUNNELL, FL 32110

Lawn and Ornamental

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

AUSTIN OUTDOOR INC
3235 N STATE STREET
PEST CONTROL FIRM

JB86253

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING July 31, 2012

Signature

COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
1203 GOVERNOR'S SQUARE BLVD, STE 300
TALLAHASSEE, FLORIDA 32301

Sunbiz Annual Report

Proof of Florida Business Entity

2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 16, 2011
Secretary of State

DOCUMENT# L05000035212

Entity Name: AUSTIN OUTDOOR, LLC

Current Principal Place of Business:

3235 NORTH STATE STREET
BUNNELL, FL 32110

New Principal Place of Business:

Current Mailing Address:

P.O. BOX 849
BUNNELL, FL 32110

New Mailing Address:

FEI Number: 26-2993509 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

GUNTHARP, PAUL M JR
145 CITY PLACE
SUITE 301
PALM COAST, FL 32164 US

Name and Address of New Registered Agent:

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

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: SCHATZ, EDWARD JR.
Address: 3235 N. STATE STREET
City-St-Zip: BUNNELL, FL 32164

Title: MGR
Name: DELLECKER, WILLIAM M
Address: 3235 NORTH STATE STREET
City-St-Zip: BUNNELL, FL 32110

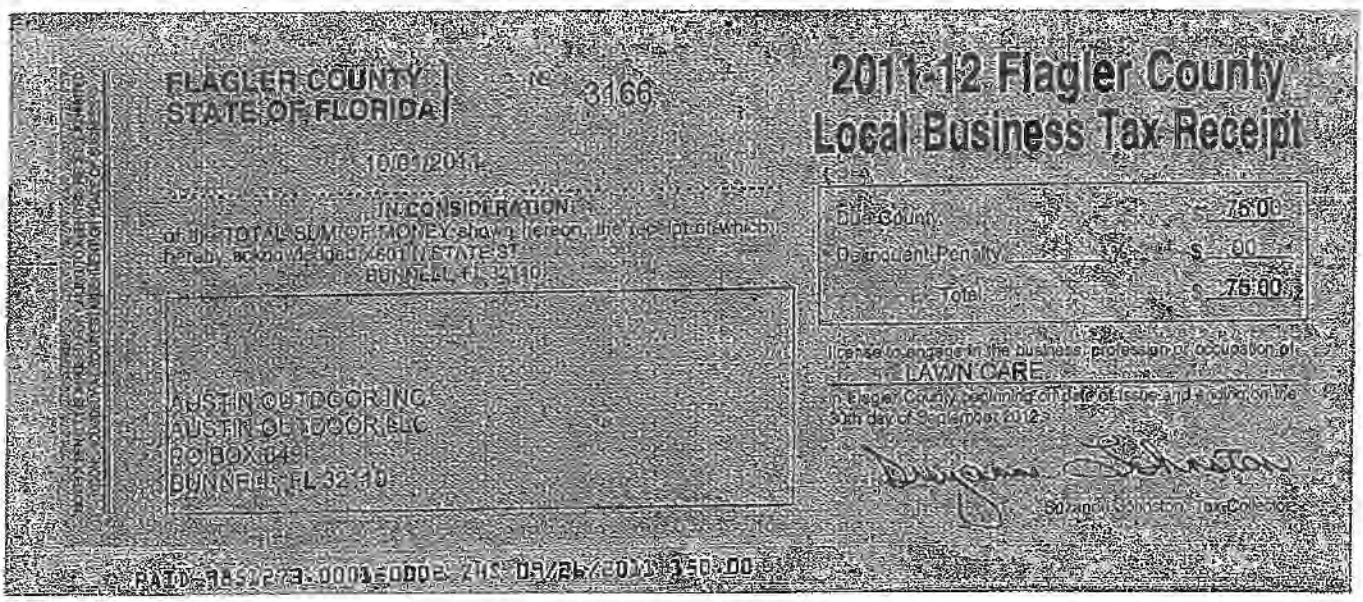
I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: EDWARD E. SCHATZ, JR. MGR 03/16/2011
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

Business Tax Receipt

Flagler County

AUSTIN OUTDOOR
a yellowstone landscape company



FLAGLER COUNTY
STATE OF FLORIDA

№ 3166

10/01/2011

IN CONSIDERATION
of the TOTAL SUM OF MONEY shown hereon, the receipt of which is hereby acknowledged, 601 N STATE ST
BUNNELL, FL 32110

AUSTIN OUTDOOR INC
AUSTIN OUTDOOR LLC
PO BOX 649
BUNNELL, FL 32110

2011-12 Flagler County Local Business Tax Receipt

Due County		75.00
Delinquent Penalty	%	$ .00
Total		$ 75.00

license to engage in the business, profession or occupation of
LAWN CARE
in Flagler County, beginning on date of issue and ending on the 30th day of September 2012.

Suzanne Johnston, Tax Collector

PAID 985 273 0001 0002 ZHS 09/26/2011 150.00

Business Tax Receipt

City of Palm Coast

AUSTIN OUTDOOR
a yellowstone landscape company

Office Copy Only

KEEP THIS COPY FOR YOUR RECORDS	City of Palm Coast Local Business Tax Receipt THIS TAX RECEIPT EXPIRES 09/30/2012	Business Tax Receipt Number 372

Business Name: AUSTIN OUTDOOR INC ID: 10353

Business Location: 4601 N STATE ST

Mailing Address: AUSTIN OUTDOOR INC
P. O. BOX 849
BUNNELL, FL 32110

Phone Number: 386-437-6211

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of the State, Flagler County, or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 986-3700.

Classification: D023 - LANDSCAPING SERVICES

Date Issued: 10/01/2011

Business Tax Department Supervisor

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Addendum -Summary of Contract Additions FY25/26

Item #	Site Name	Address	Acreage or # of Medians	# of Mowing Class	# of Irrigation Zones	Total Cost
1	New Business Park rear entrance to Pineland Tr. mowing, guardrails & edging	Runway Dr from Tower Cir to Pinland Tr.	1 acre	(29-B) per year	N/A	$ 8,700.00
2	New A1A medians & curbs	North of SR40	(7) medians	(16-C) per year	N/A	$ 1,272.00
3	Airport aircrft parking are added to current herbicice treatment	770 Airport Rd. See map	(2) applications	t for aircraft parking to	N/A	$ 636.00
3	Cassen Park - Sable palm trimming	1 S. Beach St.	(39) Sable Palms	1 per year	N/A	$ 1,248.00
4	SR40 Bridge - concrete embankments (both sides)	SR40 Bridge embankments east & west side	Herbicide Applications & cleanup	12 per year	N/A	$ 1,272.00
						$ 13,128.00

Right of way
Grounds maintenance
Other

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026 | 3/25/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Safety National Casualty Corporation — 15105 **INSURER B :** ACE Property and Casualty Insurance Company — 20699 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19525393 **REVISION NUMBER:** XXXXXXX

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 Pesticide&Herbicide X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - $1M x $1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE SIR	$ 10,000,000 $ 10,000,000 $ 25,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	LDS4066360	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

19525393
City of Ormond Beach
399 North US 1
Ormond Beach FL 32174

CANCELLATION See Attachments

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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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC
Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC

Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC
Greenery NYC, Inc
Elegant Lawn Care, LLC
Rainmaker Irrigation & Landscaping, LLC
Boren's Grass Groomers, LLC
Frank Carson Landscape & Maintenance, LLC
Green Earth Inc. (effective 5/1)

A1A North Medians
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing — $1,272.00

Includes mowing, edging, string-trimming & clean up

16 visits

Grand Total Annual	$1,272.00
Monthly	$106.00

Client Initial: _____

Excellence in Commerial Landscaping

Airport Aircraft Taxiway Parking Herbicide Treatment
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Crack Weed Herbicide Application $636.00

2 Visits

Grand Total Annual	$636.00
Monthly	$53.00

Client Initial: _____

Excellence in Commerial Landscaping

Cassen Park Additional Palm Tree Trimming
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Trim 39 Additional Palm Trees	$1,248.00
1 Service Per Year	

Grand Total Annual	$1,248.00
Monthly	$104.00

Client Initial: _____

Excellence in Commerial Landscaping

Under Granada Bridge Embankment Herbicide Application
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Herbicide Application $1,272.00

12 Monthly Visits

Grand Total Annual	$1,272.00
Monthly	$106.00

Client Initial: _____

Excellence in Commerial Landscaping

YELLOWSTONE
LANDSCAPE

Pineland Trail Entrance To Airport Business Park
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing	$8,700.00
Includes mowing, edging, string-trimming & clean up	
29 visits	

Includes monthly inspections with reports

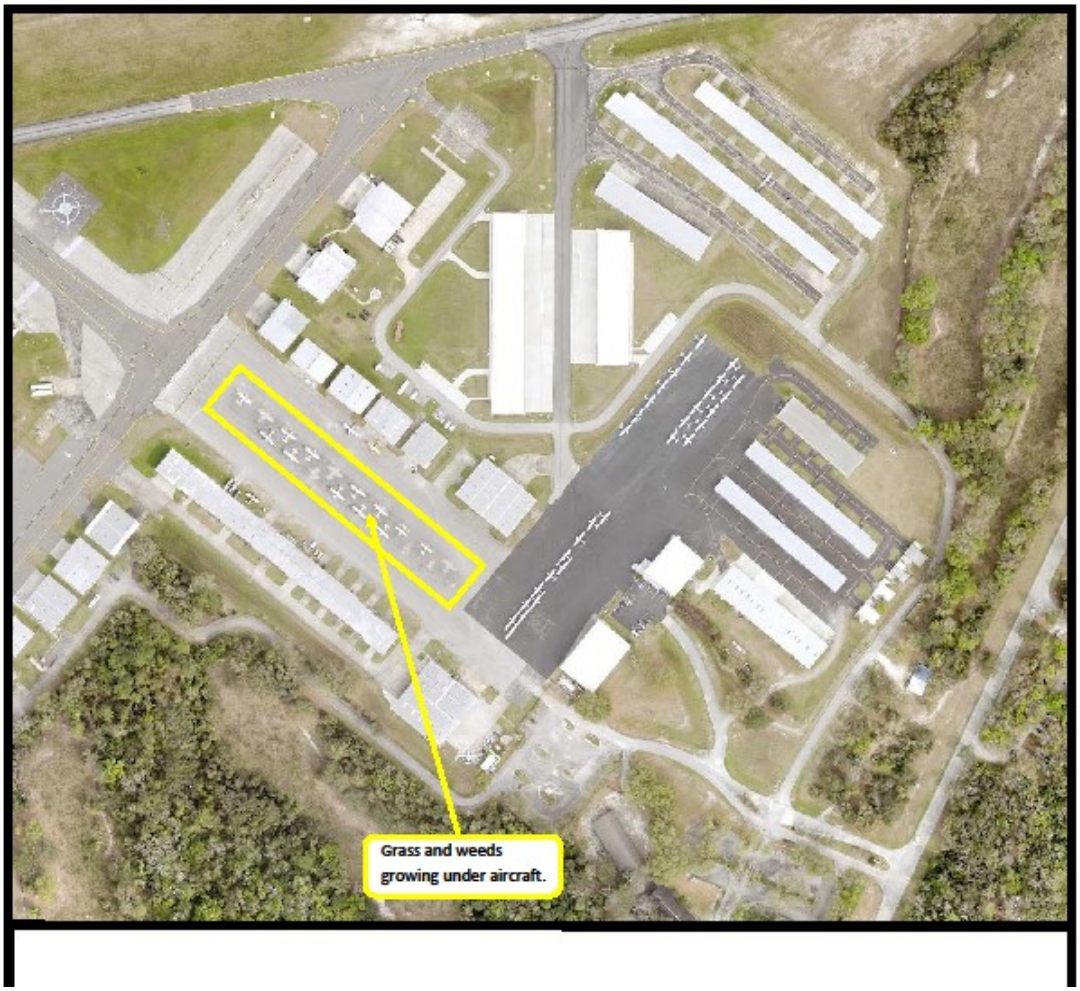
Grand Total Annual	$8,700.00
Monthly	$725.00

Client Initial: _____

Excellence in Commerial Landscaping

Airport herbicide treatment for Aircraft parking area

Providing herbicide and debris clean-up services for a section of Aircraft parking. Currently the Airport Taxiways & Runway receive 2 herbicide treatments per year. This amendment will expand the service to include an additional aircraft parking area. 2 services per year.



SR40 Bridge embankment maintenance

Providing herbicide and debris clean-up services for the concrete embankments on both east & west sides of the bridge. Service level is 12 services per year.





New A1A safety medians

FDOT's newly constructed safety medians north of SR40 (Granada). (7) new medians in total. Services include mowing, edging, string trimming, blow-off, debris cleanup and fertilizations. Service level is at 16 services per year.















Business Park's new rear entrance to Pineland Tr.

Newly constructed roadway extending Runway Dr. approximately .4 miles from Tower Cir. to Pineland Tr. Services include mowing of over 1 acer of turf, several hundred yards of guard railings and several hundred yards of concrete edging. Service level consistent with rest of Business Park at 29 services per year.













Cassen Park—Sable palm pruning

The park recently received renovations and additional palm trees were installed. Those palm tree will require annual pruning once per year. (39) new palm trees to be trimmed.









City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.M.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	City Attorney Office Lease Agreement		
Recommended Action	Staff recommends approval of the proposed lease agreement.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Claire Whitley, Assistant City Manager		

Summary

This is a request for approval of a lease agreement between the City of Ormond Beach and Root Executive Park, effective May 1, 2026.

On May 21, 2025, the City Commission approved a lease agreement after the displacement of the City's legal department due to significant damage to the Ames House during Hurricane Milton. The Ames House experienced significant interior water intrusion and damage requiring mold remediation, building repairs and reconstruction, and document recovery services. Although construction work was recently completed, due to remaining air quality conditions, the City continues to conduct ongoing testing prior to repurposing the building.

The previous lease was for 4,370 square feet at $23.00 per square feet, for an annual amount of $100,510. City staff has worked with the landlord to identify an alternative office space with reduced square footage and lower overall cost. The proposed lease consists of 2,650 square feet at $22.00 per square feet, for a total of $58,300 for the first year. The proposed lease provides sufficient office space for existing staff, secure and protected areas for critical file storage and retention, and technical infrastructure to meet the City's network and security requirements.

Staff recommends approval of the proposed lease for a term of five years, with five additional renewal options, which will terminate and supersede all previous agreements.

Financial Impact

The proposed lease consists of 2,650 square feet at $22.00 per square feet for the base lease plus $6.91 per square feet for the shared operating costs. The total cost for the first year is expected to be $76,612 and has been included in the General Fund budget.

Citizen Impact

Providing adequate and secure office space for staff, operations, and file storage ensures city services can be delivered efficiently without unnecessary costs or disruption.

Attachments

1. 26-44 Legal Lease
2. FINAL 285 Clyde Morris #300 Lease for City Attorney

RESOLUTION NO. 2026-44

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH ROOT EXECUTIVE PARK, LTD. REGARDING OFFICE SPACE FOR THE CITY ATTORNEY'S OFFICE STAFF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, following Hurricane Milton, the Ames House suffered significant damage making it necessary to re-locate staff in the City Attorney's Office to office space in the Root Executive Park, and

WHEREAS, a smaller and more affordable office space in the same complex has recently become available for the City Attorney's Office staff, and

WHEREAS, the City Manager has certified that the money for the payment of the lease is appropriated in the General Fund (301), now therefore,

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

SECTION ONE. The City Commission hereby approves the execution of a five-year Lease Agreement with Root Executive Park, Ltd. for the lease of 2,650 square feet of office space in the amount of $76,612.00 for year one. A copy of said Lease Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

LEASE AGREEMENT

ROOT EXECUTIVE PARK
Ormond Beach, Florida

ROOT EXECUTIVE PARK, LTD.,
a Florida Limited Partnership (Landlord)

&

City of Ormond Beach
(Tenant)

DATED: _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ___ day of_____, 2026 ("Effective Date"), by and between Root Executive Park, Ltd., a Florida limited partnership herein referred to as "**Landlord",** and City of Ormond Beach, hereinafter referred to as **"Tenant" ("Lease");**

W I T N E S S E T H:

1. **Premises and Term**. In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord certain Premises situated within the County of Volusia, State of Florida, more particularly that portion of the Park containing two thousand six hundred fifty (2,650) square feet of Rentable Area, as described on EXHIBIT "A" attached hereto and incorporated herein by reference, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way pertaining to the Premises and together with the buildings and other improvements situated or to be situated upon said Premises (said real property, building and improvements being hereinafter referred to as the "Premises").

Landlord and Tenant agree that at any time after Tenant takes possession of the Premises, Landlord may elect to redetermine the Floor Area of the Premises. In the event that any such remeasurement determines there is a deviation between the Floor Area of the Premises and the number of square feet set forth in Paragraph 1 of the Lease of ten percent (10%) or more, and the determination is certified by Landlord's architect, this Lease shall be amended to reflect the Floor Area and to adjust proportionately Guaranteed Minimum Rent and additional rent. If the deviation is less than ten percent (10%), then Landlord may, at Landlord's sole option, elect to either adjust proportionately Guaranteed Minimum Rent and additional rent, or to leave the charges and the Floor Area of the Premises as they are set out in the Lease. Any underpayment of rent disclosed by such adjustment shall be promptly paid by Tenant. Any overpayment of rent disclosed by such adjustment shall be promptly refunded.

TO HAVE AND TO HOLD this Lease shall be in full force and effect as of the Effective Date. The Lease term shall commence on the "Commencement Date", as hereinafter defined, and ending Five (5) years thereafter, provided, however, that, in the event the "Commencement Date" is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the "Commencement Date."

2. **Definitions.** As used in this Lease the following terms shall have the following meanings:

A. Rentable Area: As to both the Premises and the Building, the respective measurements of floor area as may from time to time be leased to Tenant and all Tenants of the Building, respectively, as determined by Landlord and applied on a consistent basis throughout the Building. For the purposes here of Rentable Area of the Premises shall equal useable area, as measured in accordance with B.O.M.A. Standards.

B. Project/Park: The three (3) buildings (43,712 sq ft) and any other improvements on the real property located at the northeast corner of the intersection of Clyde Morris Boulevard and Hand Avenue in Ormond Beach, Florida, known as Root Executive Park.

C. Building: The 285, South Building (14,413 sq ft) of which the Premises are a part in Root Executive Park, Ormond Beach, Florida.

D. Premises: 285 Clyde Morris Blvd., Suite 300, Ormond Beach, FL 32174-5977.

E. Lease Commencement Date: May 1, 2026.

F. Rent Commencement Date: May 1, 2026. Base Rent and Tenant's proportionate share of monthly CAM, Real Estate Taxes, and Insurance expenses will begin upon the Lease Commencement Date.

G. Early Access: Tenant shall have access to premises for move in and installation of FF&E, beginning _____, 2026 subject to Landlord receipt and approval of Tenant Insurance obligations as set forth in the Lease sections 16 and 17.

H. Common Areas: The building, parking areas and other generally understood public or common areas.

I. Parking: Tenant shall be entitled to no more than five (5) spaces per one thousand (1,000) rentable square feet.

J. Tenant's Building Share: 18.39%

K. Tenant' Project/Park Share: 06.06%

3. **Exhibits and Addenda**. The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

Exhibit "A" - Floor Plans showing the Premises
Exhibit "B" - Exterior Signage Criteria
Exhibit "C" - Work Letter
Exhibit "D" - Rules and Regulations
Exhibit "E" - Letter of Agreement
Exhibit "F" - Sample Estoppel Certificate Form
Exhibit "G"- Sample Subordination, Non-Disturbance and Attornment Form
Exhibit "H"- Guaranty of Lease – Intentionally Deleted

Addenda:

1. **Additional Provisions**
2. **Option To Extend**

4. **Base Rent, Adjustment Thereof and Security Deposit.**

A. The Base Rent for the first year shall be $22.00 per sq. ft. Thereafter, the base rent payable under the terms of subparagraph 4(A) of this lease shall be adjusted annually as provided in Paragraph 7 – Base Rent Adjustment. Tenant agrees to pay to Landlord rent for the Premises, in advance, without demand, deduction or set off, for the first year of the lease at the rate of Four Thousand Eight Hundred Fifty-Eight Dollars and 33/100 ($4,858.33) per month. One such monthly installment shall be due and payable on the date hereof and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date recited above during the hereby demised term, except that the rental payment for any fractional calendar month at the commencement or end of the lease period shall be prorated.

B. In addition, Tenant has deposited with Landlord the sum $10,000.00 of which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. At such time after termination of this lease that all of Tenant's obligations under this lease have been fulfilled, any remaining balance of such deposit shall be returned by Landlord to Tenant. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit of Landlord, and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

5. **Interest and Late Charges.** If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease within fifteen (15) business days of their due date, the unpaid amounts shall bear interest at the annual rate of Prime plus two (2%) percent. Acceptance of any interest shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. A late fee equal to the greater of Fifty Dollars ($50.00) or two (2%) percent of the payment of any Rent or other amounts or charges payable hereunder may be assessed on any payment that is received later than fifteen (15) business days after its due date. Such late fee will be in addition to any default interest payable hereunder; and shall be payable to compensate Landlord for Landlord's administrative costs in processing any such late payment.

6. **Use.** The demised Premises shall be used only for the purpose of general office space and for such other lawful purposes as may be incidental thereto. Outside storage is prohibited without Landlord's prior written consent. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, not take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the building in which the Premises are situated or unreasonably interfere with their use of their respective premises. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly inflammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the State Board of Insurance or other insurance authority to disallow any sprinkler credits. If any increase in the fire and extended coverage insurance premiums paid by Landlord for the building in which Tenant occupies space is caused by Tenant's use and occupancy of the Premises, or if Tenant vacates the Premises and causes an increase in such premiums, then Tenant shall pay as additional rental the amount of such increase to Landlord.

7. **Base Rent Adjustment and Operating Costs.** The Base Rent payable under the terms of subparagraph 4(A) of this Lease shall be adjusted annually in accordance with the following provisions:

A. The amount of Base Rent (and the corresponding monthly installments of Base Rent) payable hereunder shall be adjusted annually. If the Tenant exercises the renewal option, the Base Rent shall be increased annually by a rate of Three percent (3%). Accordingly, the rent schedule shall be as follows:

Lease Year	Annual Amount	Monthly Payment	Per Square Foot
Year 1:	$58,300.00	$4,858.33	$ 22.00
Year 2:	$60,049.00	$5,004.08	$ 22.66
Year 3:	$61,851.00	$5,154.25	$ 23.34
Year 4:	$63,706.00	$5,308.83	$ 24.04
Year 5:	$65,614.00	$5,467.83	$ 24.76
Renewal Option			
Year 6:	$67,575.00	$5,631.25	$ 25.50
Year 7:	$69,615.50	$5,801.29	$ 26.27
Year 8:	$71,709.00	$5,975.75	$ 27.06
Year 9:	$73,855.50	$6,154.63	$ 27.87
Year 10:	$76,081.50	$6,340.13	$ 28.71

B. **Operating Costs.** As used in this lease, the term "Operating Costs" shall mean all direct and indirect costs and expenses in each calendar year of owning, operating, maintaining, repairing and managing the building and/or project of which the Premises are a part, including, without limitation, all real property taxes, assessments (whether general or special) and governmental charges of any kind and nature whatsoever, including, without limitation, assessments due to deed restrictions and/or owners associations, which accrue against the building and/or project of which the Premises are a part during the term of this lease; all insurance premiums Landlord is required to pay or deems necessary to pay, including, without limitation, public liability insurance and fire and extended coverage insurance with respect to the building; all costs incurred by Landlord for common area maintenance and utilities, landscaping, exterior lighting, security, sprinkler head replacement, interior sprinkler maintenance and service, fire line inspection and maintenance, sewer line cleanouts, water and sewer service, refuse removal, pest control, heating and air conditioning repairs and maintenance; periodic resealing and restriping of the parking lot; compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the building and/or project; and management of the building or project whether managed by Landlord or an independent contractor. The term "Operating Costs" does not include any capital costs for major roof or major parking lot replacement, replacement of heating and air conditioning equipment, nor does it include repairs, restoration or other work occasioned by fire, windstorm or other casualty to the extent of net insurance proceeds received by Landlord with respect thereto, income and franchise taxes of Landlord, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for the renovating of space for new tenants, interest or principal payments on any mortgage or other indebtedness of Landlord, or depreciation allowance or expense.

C. Tenant shall during the term of this lease pay as additional rent (i.e., the rent payable under subparagraph 7(A), (B) and (C) hereof), (i) Tenant's Share of the Building Operating Costs for the then current calendar year, and (ii) Tenant's Share of the Park Operating Costs for the then calendar. Tenant's Share of Building Operating Costs shall be an amount equal to the product of the Building Operating Costs for each calendar year during the term of this lease times a fraction, the numerator of which is the number of square feet in the space contained in the Premises and the denominator of which is the number of square feet in the entire space contained in the Building. Tenant's Share of the Park Operating Costs shall be an amount equal to the product of the Park Operating Costs for each calendar year during the term of this lease times a fraction, the numerator of which is the number of square feet in the space contained in the Premises and the denominator of which is the number of square feet in the entire space contained in the Park. The total square footage of the tenant rentable area contained in the Park is 43,712 square feet; and the total rentable square footage in the Building is 14,413 square feet, both of which are subject to modification. As the square footage in the Premises, Building and Park changes, Landlord reserves the right to change Tenant's Share percentage(s) accordingly.

D. The Operating Cost for the first calendar year is estimated to be $6.91 per square foot. Commencing on the Lease Commencement Date, and for the balance of the Lease Term, Tenant shall pay to Landlord its pro rata share of Landlord's "Operating Costs" plus four percent (4%) of Tenants Base Rent to cover Landlord's administrative and overhead costs. Landlord will make a good faith estimate of Tenant's share of such additional rent for each calendar year and the monthly payment of Operating Costs by Tenant shall be adjusted in accordance with such estimate. By June 1st of each calendar year during the term of this lease and by June 1st of the year following the year in which the term of this lease terminates, or as soon thereafter as practical, Landlord shall furnish to Tenant a statement of Operating Costs for the previous calendar year. If for any calendar year additional rent collected under the terms of subparagraph 7 (A), (B) and (C) for the prior year, as a result of Landlord's estimate of Operating Costs, is in excess of the additional rent actually due from Tenant hereunder during such prior year, then Landlord shall credit to Tenant's rental obligations any overpayment (or if Tenant has no further financial obligations under this lease, then Landlord shall refund the overpayment). Likewise, Tenant shall pay to Landlord, on demand, any underpayment with respect to the prior year. Any payment to be made pursuant to subparagraph 7(A), (B) and (C) with respect to the calendar year in which this lease commences or terminates shall be prorated if this lease is not enforced during the full calendar year. If at any time during the term of this lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments or governmental charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the building and/or project of which the Premises are a part, and all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "real property taxes" for the purposes hereof.

E. Florida State Sales Taxes**.** Intentionally Deleted.

8. **Tenant's Examination of Records.** Tenant at its own expense shall have the right no more frequently than once per calendar year, following prior written notice to Landlord, to examine Landlord's books and records relating to Operating Costs, during normal business hours only, and at a time agreed upon by the Landlord and Tenant; or at Landlord's sole discretion, Landlord will provide an audit prepared by an independent certified public accountant.

9. **Landlord's Repairs.** Landlord shall at its expense maintain only the roof, foundation and the structural soundness of the exterior walls of the building in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by Tenant, or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. The term "walls" as used herein shall not include windows, glass or plate glass doors, special storefronts or office entries. Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

10. **Tenant's Repairs and Other Covenants of Care and Treatment of Premises.**

A. Tenant shall at its own cost and expense keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this lease) in good condition, promptly making all necessary repairs and replacements, including, but not limited to, windows, glass and plate glass, doors any special office entry, interior walls and finish work, doors and floor covering, plumbing work and fixtures, electrical fixtures and outlets, and regular removal of interior trash and debris, keeping the whole of the Premises in a clean and sanitary condition. Tenant shall not be obligated to repair any damage to Landlord's property caused by fire, tornado or other casualty covered by the insurance to be maintained by Landlord pursuant to subparagraph 16(A) below, except that Tenant shall be obligated to repair all damage to Tenant's property and all wind damage to glass, except with respect to tornado or hurricane damage.

B. Tenant shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole cost and expense, promptly repair any damage or injury to any demising wall caused by Tenant or its employees, agents, customers, invitees, and/or licensees.

C. Tenant and its employees, agents, customers, invitees and/or licensees shall have the non-exclusive right to use the parking areas as may be designated by Landlord in writing, subject to such reasonable rules and regulations as Landlord may from time to time prescribe and subject to rights of ingress and egress of other tenants.

11. **Alterations.** Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves and trade fixtures as it may deem advisable, without altering the basic character of the building or improvements and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the term of this lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition by the date of termination of this lease or upon earlier vacating of the Premises, provided, however, that if Landlord so elects prior to termination of this lease or upon earlier vacating of the Premises, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this lease or upon earlier vacating of the Premises and shall be delivered up to the Landlord with the Premises. All shelves and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this lease if Tenant so elects, and shall be removed by the date of termination of this lease or upon earlier vacating of the Premises if required by Landlord; upon any such removal Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the buildings and other improvements situated on the Premises.

12. **Signs.** No sign or lettering shall be affixed by Tenant to any part of the outside of the Premises, or any part of the inside of the Premises so as to be clearly visible from the outside of the Premises, without the prior written consent of Landlord and subject to any applicable governmental laws, ordinances, regulations and other requirements. However, Tenant shall have the right to place its name on any door leading into their Premises; the size, color, and style of such name to be subject to the Landlord's approval, which approval shall not be unreasonably withheld. Tenant shall remove all such signs by the termination of this lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal. Landlord hereby grants to Tenant the right to install, operate, maintain, replace and repair identification signage in its standard design and colors on a monument sign located at the entrance from Clyde Morris Boulevard. Landlord agrees to provide initial Monument Sign, and Directory Signs, as described in Exhibit B at Landlord’s expense. Exterior Wall Sign, as described in Exhibit B, located at Tenant’s suite shall be at Tenant’s expense. All other graphics and installation costs shall be payable by the Tenant.

13. **Inspection.** Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this lease. During the period that is six (6) months prior to the end of the term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on the Premises a suitable sign indicating the Premises are available. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

14. **Utilities.** Landlord agrees to provide at its cost water, electricity and telephone service connections into the Premises, but Tenant shall pay for all water, heat, light, electric power, telephone, sewer, and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities and shall furnish all replacement electric light bulbs and tubes. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion as determined by Landlord of all charges jointly metered with other premises. Landlord has advised Tenant that presently Florida Power & Light ("Electric Service Provider") is the utility company selected by Landlord to provide electricity service for the building and/or project. Notwithstanding the foregoing, if permitted by law, Landlord shall

have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service ("Alternate Service Provider") or continue to contract for service from the Electric Service Provider. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

15. **Assignment and Subletting.** No approval necessary to assign or sublease to an entity controlled by, merged with or a part of Tenant provided that the Tenant or its successor of equal or greater net worth remains liable for the tenant lease obligations under the Lease. In such event Tenant shall notify the Landlord of its intent to sublease or assign and provide audited or published annual financial statements. Landlord's approval for subleasing and assigning, not addressed above will not be unreasonably withheld, delayed or conditioned and shall be based upon mutually acceptable guidelines to be negotiated. Any profits from subleasing shall be split 50% to Landlord and 50% to Tenant. Landlord's approval shall be provided within thirty (30) days after receipt of written request by Tenant or sublease shall be deemed approved. Tenant shall not have the right to sublease to any other tenants of Root Executive Park.

16. **Fire and Casualty Damage**

A. Landlord agrees to maintain standard fire and extended coverage insurance covering the building of which the Premises are a part in an amount not less than 80% (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto, insuring against the perils of Fire, Lighting and Extended Coverage, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the State in which the Premises are situated for use by insurance companies admitted in such state for the writing or such insurance on risks located within such state. Subject to the provisions of subparagraphs 16(B), 16(C), 16(D), 16(E), 16(F), 16(G); and 16(H) below, such insurance shall be for the sole benefit of Landlord and under its sole control.

B. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until the expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of property insurance covering (I) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant, and (II) trade fixtures, merchandise and other personal property from time to time in, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included with the classification "Fire, Lightning and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. Tenant shall procure all such policies from responsible insurance companies satisfactory to Landlord. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of the Lease following a casualty as set forth herein, the proceeds under (I) above shall be paid to Landlord, and the proceed under (II) above shall be paid to Tenant.

C. If the buildings situated upon the Premises should be totally destroyed by fire, hurricane, tornado or other casualty, of if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation be completed within one-hundred and twenty days (120) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective upon the date of the occurrence of such damage.

D. If the buildings situated upon the Premises should be damaged by any peril covered by the insurance to be provided by Landlord under subparagraph 16(A) above, but only to such extent that rebuilding or repairs can in Landlord's estimation be completed within one-hundred and twenty days (120) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall not terminate, and Landlord shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such buildings to substantially the condition in which they existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenant. If the Premises are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete such repairs and rebuilding within one-hundred and twenty days (120) days after the date upon which Landlord is notified by Tenant of such damage, Tenant may at its option terminate this lease by delivering written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate.

E. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds to be applied to such indebtedness, then Landlord shall have the right to terminate this lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

F. Anything in this lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the building of which the Premises are a part, or personal property (building contents) within the building, by reason of fire or the elements regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees, but only to the extent of the insurance proceeds payable under the policies of insurance covering the property. Because this subparagraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this lease agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this subparagraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this subparagraph.

G. Notwithstanding anything herein to the contrary, in the event the damage should occur during the last two (2) months of the original term or any extended term and Tenant has an extension or renewal option, Tenant shall be obligated to exercise the renewal or extension option as a pre-condition to restoration of the Premises.

H. Tenant shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. The Premises is a smoke free building. Tenant, its employees, contractors, agents, guests and invitees shall not smoke in any area of the Premises. Tenant is responsible to insure that no smoking takes place in the building. Landlord shall designate areas outside of the Premises for Tenant, its employees, agents, contractors, guests and invitees to smoke. Tenant acknowledges and agrees that the cost of repairs and replacement for smoke damage within the Premises is expensive and difficult. In addition to any other remedy or right under this Lease for a default, Landlord shall have the right to recover 100% of its costs for any repairs or replacement required because of smoke damage caused by Tenant in violation of this provision as smoke damage under this Lease is not considered to be ordinary wear and tear.

17. **Liability.** Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises, or caused by the buildings and improvements located on the Premises becoming out of repair, or caused by or resulting from fire, leakage of water, steam, gas, rain or by electricity emanating from the Premises, or due to any cause whatsoever, and Tenant to the extent permissible under applicable Florida Law, not to exceed the limitations of liability for tort actions set forth in §768.28, Florida Statutes, Tenant hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the property, the Landlord (including without limitation the trustee and beneficiaries if Landlord is a trust), Landlord's agents and employees from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees and damages, both real and alleged, arising out of any such damage or injury; except injury to persons or damage to property the sole cause of which is the negligence of Landlord or the failure of Landlord to repair any part of the Premises which Landlord is obligated to repair and maintain hereunder within a reasonable time after the receipt of written notice from Tenant of needed repairs. Tenant's indemnification as contained herein shall survive the expiration or termination of the Lease.

18. **Condemnation.**

A. If the whole or any substantial part as determined by Landlord of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, as determined by Landlord this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective when the physical taking of said Premises shall occur.

B. If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this lease is not terminated as provided in the subparagraph above, this lease shall not terminate but the rent payable hereunder during the unexpired portion of this lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

C. In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

19. **Holding Over.** Tenant will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than five (5) days advance written notice, or by Tenant any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as rental for the period of any hold over, an amount equal to 100% of the rent for the first three (3) months and 125% of the rent thereafter in effect on the termination date, computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this lease except as otherwise expressly provided. The preceding provisions of this Paragraph 19 shall not be construed consent for Tenant to hold over. Hold over period shall not exceed six (6) months.

20. **Quiet Enjoyment.** Landlord covenants that it now has, or will acquire before Tenant takes possession of the Premises, good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. In the event this lease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior leases. Landlord represents and warrants that it has full right and authority to enter into this lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this lease.

21. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this lease.

A. Tenant shall fail to pay any installment of the rent herein reserved when due, or any payment with respect to operating expenses hereunder when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due.

B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or an order for relief shall be entered against Tenant in any proceedings filed against Tenant thereunder.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

E. Tenant shall generally not pay its debts as such debts become due.

F. Tenant shall vacate all or a substantial portion of the Premises, whether or not Tenant is in default of the rental payments due under this lease.

G. Tenant shall fail to discharge any lien placed upon the Premises in violation of Paragraph 21 hereof within twenty (20) days after any such lien or encumbrance is filed against the Premises.

H. Tenant shall fail to comply with any term, provision or covenant of this lease (other than the foregoing in this Paragraph 21), and shall not cure such failure within twenty (20) days after written notice thereof to Tenant.

22. **Remedies.**

A. Upon the occurrence of any of such events of default described in Paragraph 22 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

1. Terminate this lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or

arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

2. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor.

3. Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease; and tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

4. Alter all locks and other security devices at the Premises without terminating this lease. In the event Landlord may elect to regain possession of the Premises by a forcible detainer proceeding, Tenant hereby specifically waives any statutory notice which may be required prior to any such proceeding, and agrees that Landlord's execution of this lease is, in part, consideration for this waiver.

In the event Tenant fails to pay any installment of rent hereunder as and when such installment is due, to help defray the additional cost to Landlord for processing such late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

B. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be in acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

C. In the event Landlord elects to terminate the lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the difference between (i) the total rental hereunder for the remaining portion of the lease term (had such term not been terminated by Landlord prior to the date of expiration stated in Paragraph 1) and (ii) the then present value of the then fair rental values of the Premises for such period.

D. In the event that Landlord elects to repossess the Premises without terminating the lease, then Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the lease term until the date of expiration of the term as stated in Paragraph 1 diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in subparagraph 22(E) below). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord under this subparagraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease term.

E. In case of any event of default or breach by Tenant, or threatened or anticipatory breach or default, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in

enforcing or defending Landlord's rights and/or remedies including reasonable attorney's fees whether suit is actually filed or not.

F. In the event of termination or repossession of the Premises for an event of default, Landlord shall not have any obligation to relet or to attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period to any tenant and for any use and purpose.

G. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Landlord in taking such remedial action.

H. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Premises and not thereafter. The term "Landlord" shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership. Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord in any term or provision of this lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Premises; however, in no event, shall any deficiency judgment or any money judgment of any kind be sought or obtained against any party Landlord.

I. In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by any Landlord thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and to place same in storage at any Premises within the County in which the Premises is located; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of the Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

23. **Landlord's Lien.** In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Paragraph 23 at public or private sale upon a five (5) day notice to Tenant. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and

supplementary thereto.

24. **Mortgages.** Tenant accepts this lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this lease superior to any such instrument in whole or in part, then by notice to Tenant, from such mortgagee, trustee or holder, this lease shall be deemed superior to such lien, whether this lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this lease or making this lease superior to the lien of any such mortgage.

A. **Construction / Mechanic's Liens and Tenant's Personal Property Taxes** Neither Landlord, nor Landlord's Agents, nor the Mortgagee shall be liable or responsible for any labor or materials furnished, or to be furnished to Tenant, and no construction, mechanics, or other liens shall attach to or affect any real estate or interest of Landlord or the Mortgagee in the Premises or the Park. Tenant agrees that if any construction, mechanics' or other lien is filed against Tenant's interest in this Lease or in the Premises by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises through or under Tenant, or if any tax lien is filed against Tenant, Tenant shall cause the lien to be discharged of record within twenty (20) days after the date of filing, by bonding or otherwise. If Tenant fails to discharge the lien within the twenty (20) day period, then, in addition to any other right or remedy available to it, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by giving security or in such other manner as may be prescribed by law. In that event, Tenant shall, within ten (10) days after written demand by Landlord, reimburse Landlord for all of its costs and expenses arising in connection with such lien (including reasonable attorneys' fees), together with interest thereon at the rate of interest provided in Paragraph 5 from the date Landlord made the payment until the date Tenant pays Landlord the same. Tenant shall cooperate with Landlord in filing a notice in accordance with Florida Statues Section 713.10. Nothing contained in this Paragraph 25 shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

B. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes.

25. **Tenant Estoppel Certificates.**

A. Within ten (10) business days after receipt of written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of the Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. (See EXHIBIT F)

B. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (i) this Lease is in full force and effect and has not been modified except as represented by Landlord; (ii) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (iii) not more than one month's Rent has been paid in advance.

26. **Subordination And Attornment.** Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground Landlord of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is Tenant, and to all advances made or hereafter to be made thereunder (See EXHIBIT G). However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or Landlord of Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is Tenant, Tenant shall attorn to the purchaser, transferee or Landlord as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

27. **Notices.** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

A. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address for Landlord herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord.

B. All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address herein below set forth, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

C. With the exception of Paragraph 28(A) above, any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Landlord:	**Tenant:**
Root Executive Park, Ltd. 275 Clyde Morris Boulevard Ormond Beach, Florida 32174-5977	City of Ormond Beach 22 S. Beach Street Ormond Beach, Florida 32174

If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant all parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

28. **Miscellaneous**

A. Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

B. The terms, provisions and covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the building and property that are the subject of this lease. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this lease. The captions inserted in this lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this lease, or any provision hereof, or in any way affect the interpretation of this lease.

C. Tenant shall be entitled to use no less than five (5) parking spaces per one thousand (1,000) rentable square feet or part thereof, at no additional cost. Landlord shall not be responsible for enforcing any exclusive parking rights that may be granted to Tenant.

D. Tenant agrees from time to time and within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this lease as may be requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a

material inducement for Landlord's execution of this lease, and that Tenant's failure to execute and deliver such certificates within the time required shall, at Landlord's election, be a default under this lease.

E. This lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

F. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this lease shall survive the expiration or earlier termination of the term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises and equipment therein, in good condition and repair. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for real estate taxes and insurance premiums for the year in which the lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this Paragraph 29(F).

G. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

H. Because the Premises are on the open market and are presently being shown, this lease shall be treated as an offer with the Premises being subject to prior lease and such offer subject to withdrawal or non-acceptance by Landlord or to other use of the Premises without notice, and this lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.

I. All references in this lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this lease.

J. Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period of time equal to the duration of that prevention, delay or stoppage.

K. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction or that no broker, agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

L. This lease shall be construed and enforced in accordance with the laws of the State of Florida.

M. Tenant shall not record this lease without the prior written consent of Landlord. Tenant, upon request of Landlord, shall execute and acknowledge a "short form" memorandum of this lease for recording purposes.

N. Time is of the essence of this lease.

O. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Volusia County Public Health Department.

29. **Additional Provisions.** Additional Provisions are attached and are hereby incorporated as a part of the Lease.

30. **Work Letter.** See EXHIBIT "C".

31. **Rules and Regulations.** Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as EXHIBIT "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Park.

32. **Guaranty Agreement.** Intentionally Deleted.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WITNESSES:

_____

Print Name_____

_____

Print Name_____

LANDLORD:
Root Executive Park., Ltd., a Florida limited partnership

By: Root Real Estate Corp., its General Partner

_____

Robert Campbell, Vice President

Date: _____

By: RDT, LLC, its General Partner

_____

Robert Campbell, Manager

Date: _____

WITNESSES:

_____

Print Name_____

_____

Print Name_____

TENANT:
City of Ormond Beach

By:

_____

Print Name_____

Date: _____

EXHIBIT "A"

FLOOR PLAN AND LEGAL DESCRIPTION

This Exhibit is attached to and a part of that certain Lease Agreement dated as of May _____, 2026, executed by and between Root Executive Park, Ltd., ("Landlord"), and City of Ormond Beach ("Tenant"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease. Landlord and Tenant agree that the floor plans attached to this Exhibit are the floor plans for the Premises.

Legal description: Parcel "A" Coquina Point, according to the plat thereof as recorded in Map Book 43, Pages 40 and 41, Public Records of Volusia County, Florida.

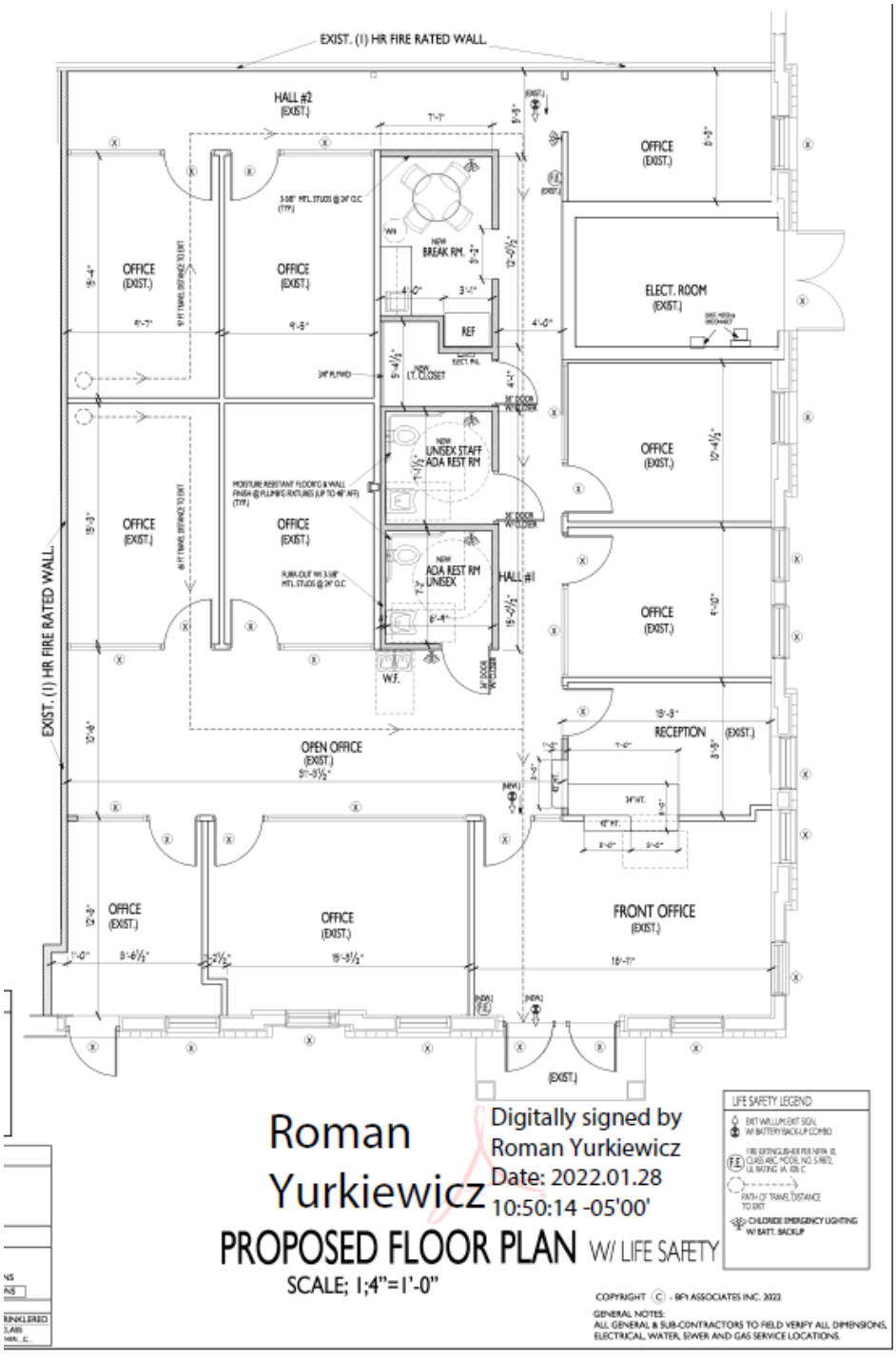


EXHIBIT "B"
Exterior Signage Criteria
Root Executive Park
Ormond Beach, FL

THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH CERTAIN PARAMETERS FOR TENANT SIGN LOCATION, CONSTRUCTION, AND INSTALLATION.

I. Number of Signs: 3
a. Exterior Wall Sign (1)
b. Monument Sign at Clyde Morris Boulevard Entrance (two sided - externally illuminated), brick and stucco construction.
c. Directory Signs (2) aluminum construction.

II. Location:
a. EXTERIOR WALL SIGN: Pan channel letters above office entrance, surface mounted to canopy fascia with 6" raceway painted to match building E.I.F.S.
b. MONUMENT SIGN: Located at the main entrance into the park from Clyde Morris Boulevard.
c. DIRECTORY SIGNS (2): One to be located just inside the main entrance of the park and the other inside the entrance from Hand Avenue.

III. Sign Area Limitations:
a. EXTERIOR WALL SIGN:
1. Height: 15" (max. height of letters unless otherwise approved by Landlord).
2. Length: 14'-0", or longer as approved by the Landlord.
3. Centerline: Centered between gable vent and cast stone relief (above entrance).
b. MONUMENT SIGN
1. Individual sign panels are 10" high and 4'10" long.
c. DIRECTORY SIGNS
1. Individual sign panels are 6" high and 4'0" long.

IV. Construction:
a. EXTERIOR WALL SIGN:
1. Individual channel letters mounted on raceway per Project Construction Standards.
2. Internally illuminated; color of neon to match plastic face; color(s) to be approved by Landlord.
3. All signage to be U.L. labeled.
4. Tenant must submit name of sign company and sign fabrication drawings to Landlord for approval prior to sign fabrication.
5. Sign furnished, installed and connected by Tenant at Tenant's expense.
b. MONUMENT and DIRECTORY SIGNS:
1. Vinyl copy to be designed, fabricated, and installed by Landlord at Tenant expense.
2. 3M vinyl affixed to aluminum face mounted flush to brick structure.
c. DIRECTORY SIGNS
1. Vinyl copy to be designed, fabricated, and installed by Landlord at Tenant expense.
2. 3M vinyl affixed to aluminum face mounted flush to brick structure.

V. Style: Font and typeface to be approved by Landlord.

VI. Electrical:
a. EXTERIOR WALL SIGN
1. Power supply to junction box provided by Landlord.

VII. Mounting:
a. EXTERIOR WALL SIGN:
1. To be securely surface mounted to gable fascia.
2. All penetrations through gable fascia to be sealed completely with sealant.

VIII. SIGN DEPOSITS:
a. EXTERIOR WALL SIGN:
1. Tenant shall submit sign fabrication drawings for written approval by Landlord.
2. To be designed, fabricated, and installed by Tenant at Tenant's expense.
b. MONUMENT and DIRECTORY SIGNS:
1. Vinyl copy to be designed, fabricated, and installed by Landlord at Tenant's expense.
2. Cost to Tenant: Actual cost.

EXHIBIT "C"

WORK LETTER

Landlord and Tenant agree as follows:

Tenant accepts the Premises in its "AS IS" condition with the following exceptions:

Tenant, at its sole cost and expense, shall have the following improvements made to EXHIBIT "A" to Frame, insulate, drywall, and finish wall openings where pass through windows were, including the demo of the desk and two pass through windows. Paint new drywall, patch floor, and base where desk was removed. Install two dedicated 20-amp circuits for printers. Install privacy window film on three entrance doors. Change address numbers to the single entrance door and clean doors.

Any modifications or construction to the Premises, as outlined below, shall be in accordance with State and Local Building Codes, The Americans with Disabilities Act, and constructed in a first-class manner.

Tenant shall provide its own furniture and moving services at its own cost and expense.

EXHIBIT "D"
RULES AND REGULATIONS

The following rules and regulations as well as the rules and regulations that may be adopted in the future by Landlord for the safety, care, and cleanliness of the Premises, and the preservation of the Premises, are hereby expressly made a part of the attached lease, and Lessee agrees to obey all the rules and regulations herein contained or to be added to these rules and regulations.

1. **Obstruction of Passageways:** The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and public parts of the building shall not be obstructed or encumbered by Lessee or used by Lessee for any purposes other than ingress and egress. No Lessee and no employees or invitee of any Lessee shall go upon the roof of the building.

2. **Projections From Building:** No awnings, air-conditioning units, or other fixtures shall be attached to the outside walls or the windowsills of the building, or otherwise affixed so as to project from the building, without the prior written consent of Landlord.

3. **Signs:** No sign or lettering shall be affixed by Tenant to any part of the outside of the Premises, or any part of the inside of the Premises so as to be clearly visible from the outside of the Premises, without the prior written consent of Landlord. However, Tenant shall have the right to place its name on any door leading into their Premises; the size, color, and style of such name to be subject to the Landlord's approval, which approval shall not be unreasonably withheld. Landlord shall place Tenant's name on the directory in the lobby of the building. Tenant shall not have the right to have additional names placed on the directory without Landlord's prior written consent; however, such consent shall not be unreasonably withheld. Landlord hereby grants to Tenant the right to install, operate, maintain, replace and repair identification signage in its standard design and colors on the building monument sign located at the entrance from Clyde Morris Blvd. Monument Sign, Directory Signs, and Exterior Wall Sign, as described in Exhibit B, located at Tenant's suite shall be at Tenant's expense. All other graphics and installation costs shall be payable by the Tenant.

4. **Windows:** Windows in the Premises shall not be covered or obstructed by Tenant. No bottles, parcels, or other articles shall be placed on the windowsills, in the halls, or in any other part of the building other than the leased Premises.

5. **Interference With Occupants of Building:** Tenant shall not make, or permit to be made, any unseemly or disturbing noises and shall not interfere with other tenants or those having business with them.

6. **Movement of Furniture, Freight, or Bulk Matter:** The carrying in or out of freight, furniture, or bulky matter of any description must take place during such hours as Tenant may from time to time reasonably determine and must be accomplished without damaging floors, walls, doors, etc. Damage expense incurred must be reimbursed by Tenant to Landlord within a reasonable time.

7. **Safes and Other Heavy Equipment:** Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment so as to properly distribute the weight and to prevent any unsafe condition from arising. Business machines and other equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent unreasonable vibration, noise and annoyance.

8. **Non-observance or Violation of Rules By Other Tenants:** Landlord shall not be responsible to Tenant for the non-observance of violation of any of these rules and regulations by any other tenants.

9. **Operation of Machinery**: Tenant shall not put up or operate any engine, boiler, machinery, or stove on the Premises or carry on any mechanical business on the Premises, or use oil, gas, or any burning fluid for heating, warming or lighting, or anything except incandescent or fluorescent electric lights, without the written consent of Landlord first being obtained and endorsed on this Lease. No articles deemed extra hazardous on account of fire, and no explosives, shall be brought into the Premises.

10. **Electrical Connections:** If Tenant desires telegraphic or telephone connections, Landlord will direct the electricians as to where and how the wires are to be introduced and without such written direction endorsed on this lease, no boring or cutting for wires will be permitted.

11. **Parking:** Tenant shall have access to shared parking within Root Executive Park.

12. **Landlord Employees:** Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord. No employee of Landlord will admit any person (Tenant or

otherwise) to any office without specific instructions from the Landlord.

13. **Access/Security:** Tenant will have access to the building and its space 24 hours a day, seven (7) days a week, 365 days a year. Tenant at Tenant's sole cost shall have the right to install and maintain its own security system and access control system by badge or biometric means.

14. **Building:** The word "building" as used in these rules and regulations means the building of which the Premises are a part.

15. **Designated Smoking Area:** Landlord may designate an outdoor smoking area, and this area is the only place smoking is permitted.

16. **Additional Rules:** Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the building and for the preservation of good order in the building.

EXHIBIT "E"

LETTER OF AGREEMENT

THIS AGREEMENT made this ___ day of _____ 2026 by and between Root Executive Park, Ltd., with offices at 275 Clyde Morris Boulevard, Suite 200, Ormond Beach, Florida (Landlord), and City of Ormond Beach, (Tenant).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Lease dated as of _____(Lease) which sets forth the terms of occupancy by (Tenant) for Premises located at 265 Clyde Morris Boulevard, Ormond Beach, Florida.

WHEREAS, it has been determined in accordance with the provisions of Section 1, that _____, is the Commencement Date of the initial term of this Lease.

NOW, THEREFORE, pursuant to Article 30 of the Lease, in order to provide a record of certain events since the execution of said Lease, it is agreed and confirmed:

1. The Lease is in full force and effect.

2. The Rentable Area of the Premises is _____ square feet.

2. The Commencement Date of the Term of the Lease is _____, and the Expiration Date of the initial Term of the Lease is _____.

3. Tenant has complied fully and completely with all requirements, conditions, representations, warranties, covenants, agreements and obligations under the Lease to the date hereof.

4. Landlord has complied fully and completely with all requirements, conditions, representations, warranties, covenants, agreements and obligations under the Lease to the date hereof including without limitation, construction of all work required of Landlord including, but not limited to, work set forth in Exhibit C, Work Letter, of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

WITNESSES:

_____

Print Name_____

_____

Print Name_____

LANDLORD:
ROOT EXECUTIVE PARK, LTD., a Florida limited partnership

By: Root Real Estate Corp & RDT, LLC., its General Partners

_____
Robert Campbell, Vice President

Date: _____

WITNESSES:

TENANT:
City of Ormond Beach

By:

Print Name_____

Print Name_____

Print Name_____

Date: _____

EXHIBIT "F"

EXAMPLE ESTOPPEL CERTIFICATE FORM

Date: _____

TO: _____

RE: TENANT
Root Executive Park
Ormond Beach, FL

To Whom It May Concern:

As of the date hereof, the undersigned, TENANT, a Florida corporation, as Tenant under that Lease dated _____ (the "Lease") made with Root Executive Park, Ltd., a Florida limited partnership, as Landlord, does to the best of its knowledge and belief, hereby represent the following:

1. That the Premises have been completed in accordance with the terms in the Lease; that it has accepted possession of said Premises; and that it does occupy said Premises.

2. The date of commencement of the term of the Lease is _____.

3. The lease term expiration date is _____, unless sooner terminated as provided in the Lease, subject to the exercise of any options granted Tenant pursuant to the Lease.

4. That the current Guaranteed Minimum Rent is made payable in equal monthly installments in advance on the first day of each calendar month in the amount of $_____.

5. All rentals due under the Lease are currently paid to Landlord.

6. Except for the current month, no rent has been prepaid.

7. Landlord is holding a security deposit of $_____.

8. There are no credits, defenses, or offsets to the enforcement of the Lease by the Landlord.

9. There are no defaults or breaches known to the undersigned on the part of the Landlord under the Lease.

10. The lease is now in full force and effect and has not been amended, modified, or assigned.

11. There has not been any assignment, hypothecation, or pledge of the Lease or rents accruing under the Lease by the Tenant.

12. Tenant has not and will not engage in any activity that would involve the use of the demised Premises for the storage, use or disposal of any hazardous substances or any substance which could pose a hazard to the health or safety of persons at the demised Premises or in and around the demised Premises.

13. This Certificate is delivered with the knowledge that _____ Bank will rely on it in advancing funds under your mortgage loan to Landlord.

This ____ of _____, 20___.

TENANT:

By: _____

Its: _____

EXHIBIT "G"

EXAMPLE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT FORM

SUBORDINATION,
NON-DISTURBANCE AND
ATTORNMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____ 20__, among _____ Bank, (hereinafter referred to as "Lender"), _____ (hereinafter referred to as "Tenant"), and Root Executive Park, Ltd., a Florida limited partnership (hereinafter referred to as "Landlord").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain lease (hereinafter referred to as the "Lease") dated _____ relating to Premises (hereinafter referred to as the "Premises") located at _____ and further described in legal description as Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Lender has made a loan to Landlord in the principal amount of _____ and no dollars ($_____) secured by a mortgage and security deed (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering the Premises; and

WHEREAS, Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby is and shall continue to be subject and subordinate in all respects to the Mortgage and to any advancements made thereunder and to any renewals, modifications, consolidations, replacements and extensions thereof.

2. Lender does hereby agree with Tenant that, so long as Tenant complies with and performs its obligations under the Lease: (i) Lender will take no action which will interfere with or disturb Tenant's possession or use of the Premises or other rights under the Lease; (ii) in the event of any foreclosure sale pursuant to the Mortgage, conveyance in lieu of foreclosure or otherwise, said sale or conveyance shall be made subject to the Lease and this Agreement; and (iii) in the event Lender or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Premises shall be subject to the Lease and Lender or any such other new owner shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof.

3. Tenant does hereby agree with Lender that, in the event Lender, or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant agrees, from and after such event, to attorn to and recognize Lender or any other person or entity as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to attorn to: (i) Lender when in possession of the Premises; (ii) a receiver appointed in an action to foreclose the Mortgage; or (iii) any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure. This provision shall operate automatically without further acknowledgment or instrument of attornment.

4. So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner herein below provided, a copy of all notices required to be given to the Landlord by Tenant, including, without limitation, notices pursuant to which Tenant proposes to abate or reduce the rental payable under the Lease or to terminate or cancel the Lease, under and pursuant to the terms and provisions of the Lease and that no such notice to

Landlord shall be effective unless a copy of such notice is also mailed to Lender. At any time before the rights of the Landlord shall have been forfeited or adversely affected because of any default of the Landlord, or within the time permitted the Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of the Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the Landlord.

5. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment.

6. Any provision of this Agreement to the contrary notwithstanding, the Lender shall have no obligation, or incur any liability, with respect to the erection and completion of the building in which the Premises demised by the Lease are or are to be located or for the completion of such Premises or any improvements for Tenant's use and occupancy.

7. Whenever notice is required or permitted under this Agreement, it shall be in writing and shall be deemed to be properly given upon receipt or refusal if sent by U. S. Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or if personally delivered by hand or sent by nationally recognized overnight courier service. For purposes of this Agreement, delivery of a notice to an address from which the recipient has moved but failed to notify the other parties of modification of such address as hereinafter provided shall be deemed to constitute refusal of such notice by the intended recipient. All notices required or permitted under this Agreement shall be delivered to the party entitled thereto at the following addresses:

The foregoing addresses may be modified by delivery of written notice of such modification to the parties entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.

9. Any provision of this Agreement to the contrary notwithstanding:

(a) except as provided in subparagraph (b)below, neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be liable to Tenant for any act or omission of any prior landlord (including the Landlord);

(b) neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord)of which Lender had not been notified pursuant to Paragraph 4 hereof;

(c) neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be bound by any rent or additional rent which the Tenant might have paid to any prior landlord (including the Landlord) more than thirty (30) days prior to the due date of such payment; and

(d) Lender shall not be bound by any amendment or modification of the Lease (except those amendments or modifications entered into prior to the date of this Agreement) made without its consent, which modifies any economic term of the Lease or affects in any way the length of the term of the Lease.

10. Any provision of the Mortgage to the contrary notwithstanding, with regard to the property damage insurance required pursuant to the terms and provisions of the Lease, or with regard to condemnation proceeds paid with respect to the Premises, Landlord and Lender agree that all insurance proceeds or condemnation proceeds paid or payable

with respect to the Premises and received by Lender shall be applied to and paid for reconstruction or repair of improvements, if either Landlord or Tenant elects or is obligated to restore or repair such improvements, as set forth in and subject to the terms and conditions of the Lease.

11. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida.

12. Neither the Mortgage nor any other security instrument executed in conjunction therewith shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs, or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the Premises regardless of the manner or mode of attachment thereof.

13. Nothing contained in this Agreement shall be deemed to modify or amend the terms and provisions of the Lease.

14. Counterparts as an Original. This Agreement may be executed in more than one counterpart, each executed counterpart shall be considered as an original.

SIGNATURES ON NEXT PAGE

WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

_____
Lender

_____ _____
Witness: By:

_____
Witness:

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as its _____ for and behalf of _____ Bank who is personally known to me.

_____
SEAL Notary Public
My commission expires: _____

_____
Landlord

_____ _____
Witness: By:

_____
Witness:

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as its _____ for and behalf of _____, _____ who is personally known to me.

_____
SEAL Notary Public
My commission expires: _____

_____
Tenant

_____ _____
Witness: By:

_____
Witness:

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as its _____ for and behalf of _____, _____ who is personally known to me or who has produced a driver's license as identification.

EXHIBIT "H"
Personal Guaranty

INTENTIONALLY DELETED

DRAFT LEASE FOR REVIEW PURPOSES ONLY

ADDENDUM NUMBER ONE OF LEASE AGREEMENT

ADDITIONAL PROVISIONS

These provisions are attached to and made a part of that certain Lease Agreement dated as of _____, 20__, executed by and between Root Executive Park, Ltd., (Landlord"), and City of Ormond Beach, ("Tenant"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease.

Relocation Clause. Landlord shall not have the right to relocate Tenant.

Hazardous Wastes. Tenant shall not cause or permit the use, generation, storage or disposal in or about the demised Premises of any substance, materials or wastes subject to regulation under any federal, state or local law from time to time in effect concerning hazardous, toxic or radioactive materials (hereinafter "Hazardous Materials") unless Tenant shall have received Landlord's prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the demised Premises, Tenant shall obtain all necessary permits and comply with all statutes, regulations and rules applicable to such activity. Upon termination of this Lease, Tenant shall remove all Hazardous Materials, along with all storage and disposal facilities, from the demised Premises, such removal to be in accordance with procedures approved by the proper governmental authority. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including court costs and attorneys' fees) arising from Tenant's use, generation, storage, or disposal of Hazardous Materials in or about the demised Premises. This section shall survive the expiration or earlier termination of this Lease.

Asbestos / Hazmat. Landlord represents that to the best of their knowledge, the site, the Building, and Premises will be free from asbestos and other hazardous substances and that, to the best of Landlord's knowledge, there has never been environmental pollution to the property on which the Building, of which the Premises are a part, has been constructed, and will be responsible for compliance with all applicable codes, at Landlord's expense.

Compliance with Public Accommodation Laws. Tenant accepts Premises "As Is". Tenant shall not be responsible for the Common Area compliance with the ADA unless such requirements are triggered by Tenant's alterations to the Common Area. After Lease Commencement, Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Premises (other than those structural portions, the maintenance of which is Landlord's responsibility) as required by the ADA. Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Premises to conform with the ADA including the cost of making any alterations, renovations, or accommodations required by the ADA. or any government enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from Premises violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorneys' fees.

The Landlord shall be responsible for all aspects of the building and adjoining property to comply with the provisions of the American's With Disabilities Act, as same may be amended from time to time, with the exception of the interior space (including Tenant's private exterior entrance) for which Tenant assumes the responsibility for such compliance. Each party agrees to indemnify and hold the other harmless from and against any loss, costs, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in connection with the failure of such party to fulfill such obligation.

ADDENDUM NUMBER TWO OF LEASE AGREEMENT

OPTION TO EXTEND

Provided Tenant is not in default under the terms of this Lease, Landlord grants Tenant one (1) year option to extend the Lease for a period of Five (5) years after the expiration of its original term, on the same terms of this Lease, except however, the Base Rent shall be adjusted at the beginning of the option year pursuant to market rent as mutually agreed by Landlord and Tenant.

Tenant shall give Landlord written notice of its intention to extend at least three (3) months prior to expiration of the initial term of this Lease

In the event that Tenant shall fail to give Landlord written notice of its election to exercise its option hereunder at least three (3) months prior to the expiration of this Lease, such option shall thereafter be and become null and void and of no further force and effect.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	6.N.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	City Manager's Monthly Report, March 2026		
Recommended Action	This report is for informational purposes. Additional information provided upon request.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Joyce Shanahan, City Manager		

Summary

The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)

Financial Impact

None

Citizen Impact

None

Attachments

1. Financial Status Report - January 2026
2. Capital Improvements Projects, Status Report - February 2026
3. Economic Development Report - February 2026
4. Development Activity Report - February 2026
5. Building Permit Activity - February 2026
6. Residential Development Report - February 2026

Monthly Financial Status Report
January 2026

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of this report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 33% benchmark is favorable, while expenses at or below the 33% benchmark is also favorable.

The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision (Ridge Haven).

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	52,356,211	24,512,073	47%	16,973,924	32%
104 - Community Redevelopment	1,999,836	1,436,656	72%	280,566	14%
106 - Ormond Crossing	399,640	264,765	66%	17,599	4%
107 - Stormwater	5,613,386	1,024,028	18%	1,181,802	21%
108 - Airport	1,318,198	158,365	12%	583,878	44%
109 - Local Law Enforcement Trust Fund	-	4,695	0%	-	0%
113 - Pension Contribution Pass Through	1,300,000	-	0%	-	0%
115 - Recreation Facility Fee	46,970	12,996	28%	17,073	36%
205 - Financing Debt Service	675,000	225,000	33%	63,227	9%
220 - Debt Service GOB 2010	358,068	294,599	82%	28,161	8%
301 - General Capital Improvement	3,051,339	691,152	23%	543,568	18%
302 - General Equipment & Vehicle	840,000	306,857	37%	89,517	11%
305 - Public Safety Vehicle & Equip	1,028,051	853,933	83%	978,851	95%
308 - Transportation	3,306,010	692,571	21%	642,245	19%
310 - Recreation Impact Fee	1,100,000	242,524	22%	-	0%
316 - Local Roads Impact Fee	275,000	43,259	16%	-	0%
317 - Facilities Renewal & Replacement	1,665,797	951,535	57%	433,381	26%
318 - Stormwater Impact Fee	15,000	3,898	26%	-	0%
319- Police Impact Fees	-	23,298	0%	-	0%
320- Fire Impact Fees	-	28,423	0%	-	0%
322 - Leisure Services Capital Fund	1,700,000	497,014	29%	21,582	1%
401 - Water/Wastewater Operating Fund	28,748,938	7,256,482	25%	9,191,920	32%
408 - Water/Wastewater E&V Fund	830,000	261,003	31%	133,483	16%
409 - Water/Wastewater Capital	6,830,768	1,601,756	23%	1,008,698	15%
414 - Water/Wastewater Consolidated Deb	3,824,000	1,274,668	33%	195,758	5%
433 - Reuse Impact Fee Fund	-	7,225	0%	-	0%
434 - Water Impact Fee	751,000	269,108	36%	1,008,088	134%
435 - Wastewater Impact Fee	850,000	471,363	55%	50,172	6%
446 - 2024 W&S Bond Projects	-	70,496	0%	146,722	0%
447 - 2026 W&S Bond Projects Fund	5,680,000	-	0%	362	0%
460 - Solid Waste	14,960,267	4,535,641	30%	4,865,362	33%
502 - Workers Compensation	747,500	299,732	40%	411,099	55%
504 - General Liability	2,142,400	1,268,411	59%	1,288,634	60%
Total	**$ 142,413,379**	**$ 49,582,720**	**35%**	**$ 40,155,669**	**28%**

General Fund Revenues

Ad valorem Taxes – Annual revenue is estimated at $21 million and is based on the taxable value ($5.49 billion) and the operating millage (4.096). Year to date we have received $17.2 million.

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date $1.47 million has been received of the $5.2 million budgeted.

Communication Taxes – $1.9 million are budgeted for Communication Service Taxes in this fiscal year. Of that, $313, 580 has been received as of January.

Business Tax – Business tax collections amounted to $31,032. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. franchise fee agreements require electric and natural gas providers to remit 6% of gross sales to the City. Payments often occur several months after they are collected by providers. Collections through January 2026 are $957,000.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through January, the City received a total of $1.1 million in this category.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The City received $349,513 in this category through January.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $18,455 as of January.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $808,000.

Transfers In – Transfers have been recorded in the amount of $2.2 million through January.

General Fund Revenues - January 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Property Tax	$ 20,883,814	$ 17,202,482	$ 3,681,332	82.4%	$ 15,365,880	$ 1,836,602	11.95%
Utility Taxes	5,215,000	1,470,315	3,744,685	28.2%	1,328,458	141,857	10.68%
Communication Tax	1,900,000	313,580	1,586,420	16.5%	327,256	(13,675)	-4.18%
Business Tax	283,500	31,032	252,468	10.9%	57,398	(26,365)	-45.93%
Licenses, Permits & Fees	5,487,862	956,629	4,531,233	17.4%	1,080,733	(124,105)	-11.48%
Intergovernmental	5,162,000	1,139,660	4,022,340	22.1%	1,137,118	2,542	0.22%
Charges for Services	883,138	349,513	533,625	39.6%	295,321	54,192	18.35%
Fines & Forfeitures	73,000	18,455	54,545	25.3%	10,422	8,032	77.07%
Miscellaneous Revenues	4,465,407	808,739	3,656,668	18.1%	1,328,811	(520,072)	-39.14%
Transfers In	6,665,011	2,221,668	4,443,343	33.3%	2,284,316	(62,648)	-2.74%
Use of Fund Balance	1,337,479	-	1,337,479	0.0%	-	-	0.00%
	$ 52,356,211	$ 24,512,073	$ 27,844,138	46.8%	$ 23,215,712	$ 1,296,361	5.6%

General Fund Reserve – This category includes commitments made in the current fiscal year by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting/ Approval Date	Comments

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $33.76 million of the General Fund gross budget. Expenditures through January were $11.4 million.

Operating Expenditures - This category includes $16 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through January, $4.8 million has been spent.

Grants and Aids - This category includes contributions made to not-for-profit organizations which were budgeted at $127,928. $27,832 has been expended to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $2.23 million with $744,000 made through January.

General Fund Expenditures - January 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
City Commission	$ 474,127	$ 121,608	$ 352,519	25.6%	$ 142,958	$ (21,350)	-14.93%
City Administration	1,310,599	442,572	868,027	33.8%	383,729	58,844	15.33%
Support Services	539,600	155,585	384,016	28.8%	162,603	(7,019)	-4.32%
City Attorney	1,458,131	571,050	887,081	39.2%	373,755	197,295	52.79%
Legislation & Policy	3,782,457	1,290,815	2,491,642	34.1%	1,063,045	227,770	21.43%
Finance	1,135,901	381,585	754,316	33.6%	345,545	36,040	10.43%
Information Technology	2,606,989	1,074,970	1,532,019	41.2%	1,090,135	(15,164)	-1.39%
Human Resources	731,880	252,190	479,690	34.5%	207,064	45,125	21.79%
Planning	922,966	360,084	562,882	39.0%	269,073	91,011	33.82%
Building Inspections	1,700,721	596,881	1,103,840	35.1%	460,058	136,822	29.74%
Police Administration	1,288,336	352,944	935,392	27.4%	410,455	(57,511)	-14.01%
Police Operations	8,809,844	3,003,873	5,805,971	34.1%	2,844,558	159,314	5.60%
Community Outreach	698,042	234,684	463,358	33.6%	177,490	57,194	32.22%
Criminal Investigations	1,855,567	622,974	1,232,593	33.6%	573,268	49,706	8.67%
Community Services	635,960	190,465	445,495	29.9%	168,749	21,717	12.87%
Records	216,238	72,951	143,288	33.7%	64,763	8,188	12.64%
Neighborhood Impr.	811,859	207,814	604,045	25.6%	165,589	42,225	25.50%
Police	14,315,846	4,685,704	9,630,142	32.7%	4,404,870	280,834	6.38%
Fire	8,099,114	2,668,344	5,430,770	32.9%	2,614,246	54,098	2.07%
Streets	2,883,795	745,491	2,138,304	25.9%	824,811	(79,319)	-9.62%
Engineering	1,457,708	468,954	988,754	32.2%	420,233	48,722	11.59%
Fleet	2,296,000	632,204	1,663,796	27.5%	632,496	(292)	-0.05%
Public Works	6,637,503	1,846,650	4,790,853	27.8%	1,877,539	(30,889)	-1.65%
Economic Development	448,226	197,673	250,553	44.1%	176,513	21,160	11.99%
Building Maintenance	1,086,670	368,392	718,278	33.9%	370,458	(2,066)	-0.56%
Administration	940,733	286,757	653,976	30.5%	292,410	(5,653)	-1.93%
Nova Recreation	480,510	156,858	323,652	32.6%	157,159	(302)	-0.19%
S. Ormond Neigh. Center	441,128	136,419	304,709	30.9%	96,840	39,578	40.87%
Athletic Fields Mnt.	1,856,450	578,425	1,278,025	31.2%	453,704	124,722	27.49%
Parks	3,010,718	786,945	2,223,773	26.1%	752,139	34,806	4.63%
Environmental Learning	307,215	99,802	207,413	32.5%	67,956	31,846	46.86%
The Casements	445,125	170,755	274,370	38.4%	142,249	28,506	20.04%
Performing Arts Center	465,043	160,138	304,905	34.4%	129,844	30,294	23.33%
Senior Center	97,933	31,413	66,520	32.1%	46,582	(15,168)	-32.56%
Community Events	319,076	71,132	247,944	22.3%	76,779	(5,646)	-7.35%
Leisure Services	9,450,601	2,847,036	6,603,565	30.1%	2,586,120	260,916	10.09%
Grants & Aid*	91,528	27,832	63,696	30.4%	48,224	(20,392)	-42.29%
Transfers	2,232,479	744,160	1,488,319	33.3%	693,268	50,892	7.34%
Contingency	200,000	-	200,000	0.0%	-	-	0.00%
	$ 52,356,211	$ 16,973,924	$ 35,382,287	32.4%	$ 15,835,701	$ 1,138,223	7.19%

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to $2 million, including $834,000 in transfers into this fund. $1.4 million has been received as of January.

Expenditures – A total of $280,566 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - January 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	1,135,798	1,128,609	7,189	99.4%	971,837	156,772	16.1%
Miscellaneous	30,000	30,035	(35)	100.1%	39,148	(9,114)	-23.3%
Transfers In	834,038	278,012	556,026	33.3%	233,464	44,548	19.1%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	$ 1,999,836	$ 1,436,656	$ 563,180	71.8%	$ 1,244,450	$ 192,206	15.45%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Planning	$ 71,050	$ 50,175	$ 20,875	70.6%	$ 375	$ 49,800	13280.0%
Public Works	68,500	180,324	(111,824)	263.2%	222,720	(42,396)	-19.0%
Engineering	39,388	-	39,388	0.0%	-	-	0.0%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	774,928	50,067	724,861	6.5%	94,221	(44,154)	-46.9%
Contingency	845,970	-	845,970	0.0%	-	-	0.0%
	$ 1,999,836	$ 280,566	$ 1,719,270	14.0%	$ 317,316	$ (36,749)	-11.58%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $3.3 million with $959,000 received through January 2026.

Expenditures – The total budget for stormwater expenses is $5.6 million with $1.2 million spent to date.

Stormwater Fund Revenues - January 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	3,301,750	958,513	2,343,237	29.0%	727,924	230,589	31.68%
Miscellaneous	125,000	60,540	64,460	48.4%	55,175	5,365	9.72%
Intergovernmental	769,020	4,975	-	0.0%	-	4,975	0.00%
Use of Fund Balance	1,417,616	-	1,417,616	0.0%	-	-	0.00%
	$ 5,613,386	$ 1,024,028	$ 3,825,313	18.2%	$ 783,100	$ 240,928	30.77%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Maintenance	5,102,243	1,072,638	4,029,605	21.0%	1,363,454	(290,816)	-21.33%
Engineering Support	$ 183,654	-	$ 183,654	0.0%		$ -	0.00%
Transfers Out	327,489	109,164	218,325	33.3%	93,492	15,672	16.76%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 5,613,386	$ 1,181,802	$ 4,431,584	21.1%	$ 1,456,946	$ (275,144)	-18.88%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $27 million with $7 million collected year to date. The revenue also includes $530,000 budgeted for transfers, of which $176,812 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $26.8 million, with $9.2 million expended to date.

Water/Wastewater Fund Revenues - January 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Water/Sewer Charges	$ 27,325,000	$ 7,105,411	$ 20,219,589	26.0%	$ 6,544,887	$ 560,524	8.56%
Miscellaneous	51,000	(25,741)	76,741	-50.5%	14,764	(40,504)	-274.35%
Transfers In	530,427	176,812	353,615	33.3%	150,332	26,480	17.61%
Intergovernmental	-	-	-	0.0%		-	0.00%
Use of Fund Balance	842,511	-	842,511	0.0%	-	-	
	$ 28,748,938	$ 7,256,482	$ 21,492,456	25.2%	$ 6,709,983	$ 546,500	8.14%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Utility Billing	$ 1,831,300	$ 595,313	$ 1,235,987	32.5%	$ 491,872	$ 103,441	21.03%
Water Production	5,202,295	1,598,166	3,604,129	30.7%	1,567,782	30,385	1.94%
Water Distribution	175,744	604,454	(428,710)	343.9%	577,234	27,220	4.72%
Wastewater Treatment	4,786,102	1,372,216	3,413,886	28.7%	1,308,628	63,587	4.86%
Wastewater Collection	1,787,071	652,241	1,134,830	36.5%	554,062	98,180	17.72%
W&S Engineering	-	14,054	(14,054)		19,058	(5,004)	0.00%
Transfers Out	13,066,426	4,355,476	8,710,950	33.3%	3,878,140	477,336	12.31%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 26,848,938	$ 9,191,920	$ 17,657,018	34.2%	$ 8,396,776	$ 795,145	9.47%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $4.5 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are $14.96 million. $4.9 million has been expended as of January. Year to year variance due to increase in Wate Management service fee increases.

Solid Waste Fund Revenues - January 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Franchise Fees	$ 2,626,000	$ 847,438	$ 1,778,562	32.3%	$ 602,539	$ 244,899	40.64%
User Fees	12,295,000	3,675,143	$ 8,619,857	29.9%	3,407,259	267,884	7.86%
Miscellaneous	1,000	13,060	$ (12,060)	1306.0%	12,683	377	2.97%
Intergovernmental	-	-	$ -	0.0%			0.00%
Use of Fund Balance	38,267	-	$ 38,267	0.0%	-	-	0.00%
	$ 14,960,267	$ 4,535,641	$ 10,424,626	30.3%	$ 4,022,481	$ 513,160	12.76%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	$ FY Variance	% FY Variance
Collection & Disposal	$ 11,414,726	$ 3,692,859	$ 7,721,867	32.4%	$ 3,160,904	$ 531,956	16.83%
Recycling	1,606,800	526,254	1,080,546	32.8%	465,696	60,558	13.00%
Engineering	-		-	0.0%		-	0.00%
Transfers Out	1,938,741	646,248	1,292,493	33.3%	573,624	72,624	12.66%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 14,960,267	$ 4,865,362	$ 10,094,905	32.5%	$ 4,200,224	$ 665,138	15.84%

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Use of Fund Balance	246,467		
	Use of fund balance-Building Inspections	395,865		
		642,332		
Expenditures				
	Transfer to Fund 317 Facilities R&R		3,312	Casements Roof & Downspout
	Fire Fire Hydrant $160k BID		160,000	RESO#2025-155
	transfer to 317		53,155	317743 soccer netting hurricane milton
	Building Inspectors' Supllies		9,500	CC Meeting 12/16/25
	Building Inspectors' Personnel		196,000	CC Meeting 12/16/25
	Transfer to Fund 301-General Capital		99,900	Protective Glass for Building Inspection Counter
	Transfer to Fund 302-General Vehicles		78,465	Two additional inspector vehicles CC Meeting 12/16/25
	Transfer to Fund 317-Facilities R&R		30,000	Fire Station 93 Mold Remediation additional repairs
	Transfer to Fund 317-Facilities R&R		12,000	Building Inspectors' Office Carpet CC Meeting 12/16/25
			642,332	
CRA				
Revenues				
	Use of Fund Balance	45,000		
		45,000		
Expenditures				
	Cassen Park Fire Standpipe		45,000	Add'l work as required by Building Inspections
			45,000	
Ormond Crossings				
Revenues				
Expenditures				
Stormwater				
Revenues				
	Use of Fund Balance	40,000		
		40,000		
Expenditures				
	OBSC Drainage		40,000	Carryforward from FY 2024-25
			40,000	
Airport				
Revenues				
	FDOT	109,200		
	Use of Fund Balance	419,300		
		528,500		
Expenditures				
	Airport Security Gates		136,500	Reso 2025-58 2/18/25
	Riverbend Golf Course Property Tax		392,000	
			528,500	
Economic Development Fund				
Revenues				
Expenditures				
Pension Pass Thru				
Revenues				
Expenditures				

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Recreation Facilitiy Fee Fund				
Revenues				
	Prior Year Surplus	10,400		
		10,400		
Expenditures				
	FF102 linelazer ball field		10,400	
			10,400	
Debt Service Fund				
Revenues				
Expenditures				
General Capital Improvements				
Revenues				
	FEMA	1,751,945		
	State of Florida	285,588		
	CDBG	250,040		
	Transfer from Fund 001-General Fund	99,900		
	Use of Fund Balance	1,019,450		
		3,406,923		
Expenditures				
	Fleet Fuel Canopy		650,000	Carryforward from FY 2024-25
	Central Park Trails		250,040	Carryforward from FY 2024-25
	ARBFP Seawall & ADA Ramp		2,284,700	Reso 2026-03 1/20/26
	ARBFP Construction Administration		38,420	Carryforward from FY 2024-25
	Protective Glass Building Inspection Counter		99,900	
	301280 CDBG Military BLVD		83,863	RESO 2025-197 12/16/2025 approved
			3,406,923	
General Capital Vehicle/Equipment				
Revenues				
	Transfer from General Fund (Building Inspection)	79,165		
Expenditures				
	Two additional Building Inspectors' Vehicles		79,165	CC Meeting 12/16/25 plus $700 for spray liner
Public Safety				
Revenues				
	Transfer from Fund 504-General Liability	500,000		
	Use of Fund Balance	23,000		
		523,000		
Expenditures				
	Purchase of 7 Patrol Vehicles		500,000	Reso 2025-159 10/8/25
	Fire Station 92 & 93 Generator structure design		23,000	Carryforward from FY 2024-25
			523,000	
Transportation				
Revenues				
Expenditures				

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Facilities R&R				
Revenues				
	Fund Balance	210,192		
	FEMA	19,875		
	State of Florida	3,313		
	Transfer in from 001 fund	86,467		
	Transfer from General Fund (Building Inspection)	12,000		
		331,847		
Expenditures				
	Sanchez Park Fishing Pier Replacement		170,000	Reso 2025-150 10/8/2025 CC Meeting
	Sanchez Park Fishing Pier Replacement		50,631	Budget Adjustment
	Fire Station 93 Mold Remediation		70,192	Carryforward from FY 2024-25 plus add'l repair expenses
	FEMA SOCCER NETTING MILTON		53,155	
	Riveria Fishing Pier Replacement		(50,631)	Budget Adjustment
	Casements Roof & Downspout		26,500	Hurricane Damage
	Building Inspectors' Carpet		12,000	CC Meeting 12/16/25
			331,847	
Leisure Services Capital Revenue				
Revenues				
Expenditures				
WWW Operating				
Revenues				
Expenditures				
WWW Vehicles & Equipment				
Revenues				
	Use of Fund Balance	1,333		
	Transfer from General Liability Fund	38,000		
Expenditures				
	Water Plant Truck $949		38,000	
	Additional Cost for Vacuum Trailer		1,333	Reso 2025-192 CC Meeting 12/2/2025
WWW Capital Impr.				
Revenues				
	Use of Fund Balance	282,455		
		282,455		
Expenditures				
	Finance Security Enhancements & Renovations		50,000	
	WTP Generator		15,075	Carryforward from FY 2024-25
	S. Nova Raw Water Main Emergency Repair		74,000	Emergency
	Lift Station Backup Pumps		143,380	Carryforward from FY 2024-25
			282,455	
Reclaimed Water Impact Fee Fund				
Revenues				
Expenditures				
Water Impact Fee Fund				
Revenues				
Expenditures				

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Wastewater Impact Fee Fund				
Revenues				
Expenditures				
2024 Water & Wastewater Bonds				
Revenues				
Expenditures				
General Liability				
Revenues				
	Use of Fund Balance	500,000		
	Reimbursement from Insurance	38,000		
		538,000		
Expenditures				
	Transfer to Fund 305-Public Safety Vehicle Fund		500,000	
	Transfer to Fund 408-WWW Vehicle Fund		38,000	
			538,000	
		6,348,457	**6,348,457**	
		148,761,836	**148,761,836**	

CIP Status Report as of February 27, 2026

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements- *Coleman Goodemote Construction*		Design/Bidding	100%		$ 203,000	$ 202,155	100%
		Construction	90%		$ 865,000	$ 2,449,071	100%
		Total			$ 1,068,000	$ 2,651,226	
Downtown Upgrades/Impvmts - SR40 Median & Tree Fund Renovation US1-A1A - *AM Weigel*		Design/Bidding	100%			In-House	
		Construction	41%		$ 120,000	$ 221,804	41%
		Total			$ 120,000	$ 221,804	
Downtown East Granada Utility Undergrounding - *Economy Electric*		Design/Bidding	100%		$ 20,000	$ 27,500	100%
		Construction	78%		$ 100,000	$ 991,928	78%
		Total			$ 120,000	$ 1,019,428	
Downtown Granada Sidewalk (Design)		Design/Bidding	90%			In-House	
		Construction	0%				
		Total			$ -	$ -	
Fortunato Park Fishing Pier (Design)	FIND	Design/Bidding	10%		$ 86,000	$ 86,000	0%
		Construction	0%				
		Total			$ 86,000	$ 86,000	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - *Built Rite Construction of Central FL*	HMGP	Design/Bidding	100%			$ 907,896	100%
		Construction	99%			$ 2,294,060	100%
		Total				$ 3,201,956	
OBSC SW Pond Expansion - *GPS Civil*		Design/Bidding	100%		$ 64,500	$ 62,880	100%
		Construction	41%			$ 870,185	41%
		Total			$ 64,500	$ 933,065	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			$ -	$ -	
Fund 108 - Airport							
Crosswind Business Park (Design)	FDOT	Design/Bidding	65%		$ -	$ 211,570	65%
		Construction	0%				
		Total			$ -	$ 211,570	
Fund 301 - General Fund							
Military Blvd Sidewalk - *Drewry*	CDBG	Design/Bidding	100%			In-House	
		Construction	100%		$ 302,514	$ 302,514	63%
		Total			$ 302,514	$ 302,514	
Police Station / EOC (Design)		Design/Bidding	11%		$ 557,710	$ 557,710	11%
		Construction					
		Total			$ 557,710	$ 557,710	

CIP Status Report as of February 27, 2026

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 317 - Facility R & R Fund							
Riviera Park Fishing Pier (Design)		Design/Bidding	0%		$ 86,000	$ 86,000	0%
		Construction	0%		$ 364,000		
		Total			$ 450,000	$ 86,000	
Sanchez Park Fishing Pier - *Bomar*		Design/Bidding	100%			In-House	
		Construction	0%		$ 220,631	$ 220,631	0%
		Total			$ 220,631	$ 220,631	
Fund 322 - Leisure Services Capital Fund							
OBSC Field 4 (Design)		Design/Bidding	11%		$ 189,700	$ 189,700	11%
		Construction	0%				
		Total			$ 189,700	$ 189,700	
OBSC Softball Field Reconstruction (Design)		Design/Bidding	100%		$ 14,500	$ 14,500	100%
		Construction	0%		$ 800,000		
		Total			$ 814,500	$ 14,500	
Fund 409 - Water/Wastewater System Improvements							
SR40 WM Loop with FM Addition - *JD Weber Construction*	FDEP	Design/Bidding	100%		$ 75,000	$ 104,275	100%
		Construction	92%		$ 6,205,000	$ 4,525,370	84%
		Total			$ 6,280,000	$ 4,629,645	
A1A Utility Relocation - *All State Civil Construction*		Design/Bidding	100%			In-House	
		Construction	77%		$ -	$ 530,000	77%
		Total			$ -	$ 530,000	
Lead Service Line Program 25/26FY (Design)		Design/Bidding	75%			In-House	
		Construction	0%		$ 200,000		
		Total			$ 200,000	$ -	
Pretreatment Effluent Pump Replacement 25/26FY - *All State Civil*		Design/Bidding	100%			In-House	
		Construction	100%		$ 300,000	$ 174,250	97%
		Total			$ 300,000	$ 174,250	
Public Works Renovation (Design)		Design/Bidding	10%		$ 100,000	$ 30,000	0%
		Construction			$ 750,000		
		Total			$ 850,000	$ 30,000	
2023 Lift Station Rehabilitation - 4P (Design)		Design/Bidding	100%		$ 165,000	$ 164,612	100%
		Construction	0%				
		Total			$ 165,000	$ 164,612	
Manhole Rehabilitation 25/26FY - *Hazen*		Design/Bidding	100%			In-House	
		Construction	0%		$ 549,187	$ 549,187	0%
		Total			$ 549,187	$ 549,187	
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion - *Hazen Construction*		Design/Bidding	100%		$ 300,000	$ 292,964	100%
		Construction	60%		$ 1,300,000	$ 4,317,575	60%
		Total			$ 1,600,000	$ 4,610,539	
Halifax River Utility Crossing (Design)		Design/Bidding	81%		$ 480,000	$ 438,614	81%
		Construction	0%		$ 5,680,000		
		Total			$ 6,160,000	$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita (Design)	FDEP	Design/Bidding	17%		$ 160,000	$ 148,079	17%
		Construction	0%		$ 1,440,000		
		Total			$ 1,600,000	$ 148,079	
WRF Ultraviolet Disinfection Conversion - *SGS Contracting Services*	FDEP (const only)	Design/Bidding	100%		$ 270,000	$ 272,800	100%
		Construction	38%		$ 2,430,000	$ 6,904,700	38%
		Total			$ 2,700,000	$ 7,177,500	

CIP Status Report as of February 27, 2026

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian - ARBP Seawall - *Construct Co.*		Design/Bidding	100%			$ 93,965	100%
		Construction	0%		$ 2,279,065	$ 2,279,065	0%
		Total			$ 2,279,065	$ 2,373,030	
Hurricanes MILTON - FEMA							
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	Project on Hold		$ -		
		Total			$ -	$ -	
Annual Projects Fund 107 - Stormwater							
Northbrook Lane Stormwater Pipe Repair - *Hazen Construction*		Design/Bidding	100%			In-House	
		Construction	95%		$ 294,268	$ 294,268	0%
		Total			$ 294,268	$ 294,268	
Annual Projects Fund 308 - Transportation							
Road Resurfacing 24/25FY - *Sparks Concrete*		Design/Bidding	100%			In-House	
		Construction	75%		$ 750,000	$ 687,577	40%
		Total			$ 750,000	$ 687,577	
Road Resurfacing 25/26FY - *Sparks Concrete*		Design/Bidding	100%			In-House	
		Construction	0%		$ 639,041	$ 639,041	0%
		Total			$ 639,041	$ 639,041	
Traffic Signal Maintenance 25/26FY - *Paul Culver*		Design/Bidding	100%			In-House	
		Construction	100%		$ 84,000	$ 60,000	100%
		Total			$ 84,000	$ 60,000	
Street Light Maintenance 25/26FY - Nova Road LED Head Replacement Phase 3 - *Economy*		Design/Bidding	100%			In-House	
		Construction	0%		$ 54,321	$ 54,321	0%
		Total			$ 54,321	$ 54,321	
Misc Non-CIP Projects							
Riverside Drive Forcemain Replacement - *JD Weber*		Design/Bidding	100%		$ -	$ -	100%
		Construction	7%		$ 1,598,166	$ 1,598,166	7%
		Total			$ 1,598,166	$ 1,598,166	
Finance Remodel - *Coleman Goodemote*		Design/Bidding	100%			In-House	100%
		Construction	0%		$ 46,764	$ 46,764	0%
		Total			$ 46,764	$ 46,764	

Economic Development Monthly Report

February 2026

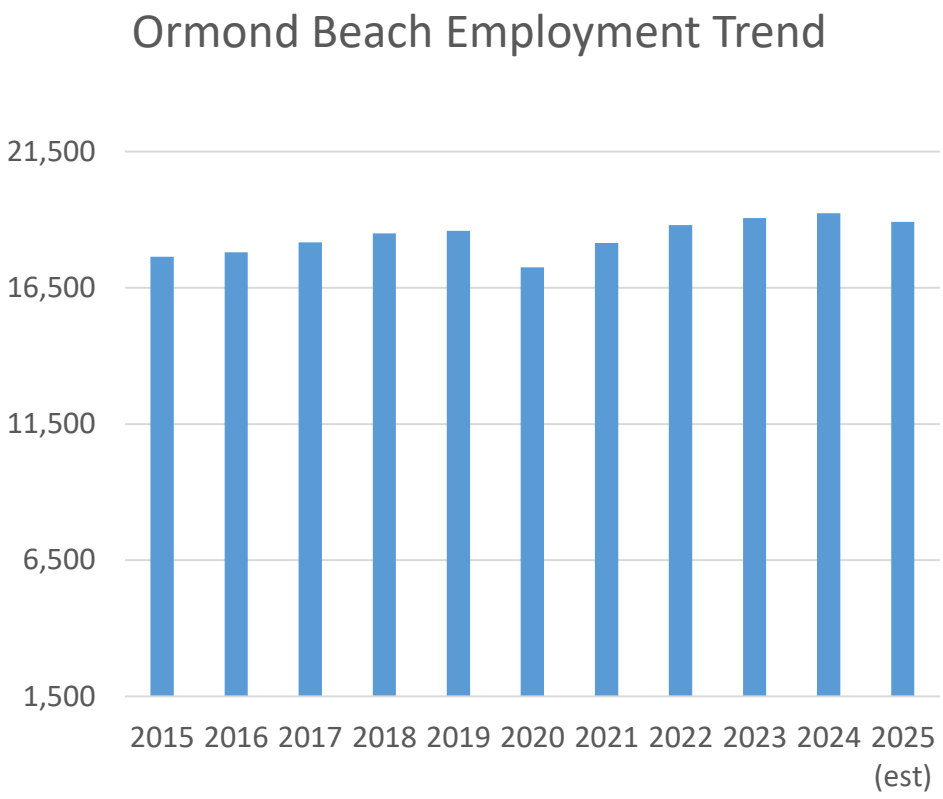
Ormond Beach December Employment

18,915

This is down 1.2% year over year

Ormond Beach Unemployment Rate

5.0%



Notes and Updates:

- **Employment for December** was 18,915 down 1.2% from the same month last year. The unemployment rate is 5.0%. Employment has stayed within a modest range with employment numbers falling slightly since the high in March of 19,266 in March. There were 940 job postings in January – leading industries posting are Health Care, Retail Trade, Admins Accommodation/Food Services, Admin Support Services. Florida Commerce does not release updated employment data in the month of February or March. The next update will be April 2026.

- **Volusia Innovation Challenge** is an exciting local pitch competition designed to nourish innovation and energize new ventures. The Final Pitch Event will be held on Wednesday, March 25, 2026. More details about this unique event can be found here: www.volusiabusinessresources.com/volusia-innovation-challenge.

- **The Economic Development Department** released a new article showcasing a local company, Detail Flowers titled Success is in the Details: How Corrine Heck Found Support to Build Her Business in Ormond Beach: https://www.ormondbeach.org/1035/Ormond-Beach-Economic-Development-News-a

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

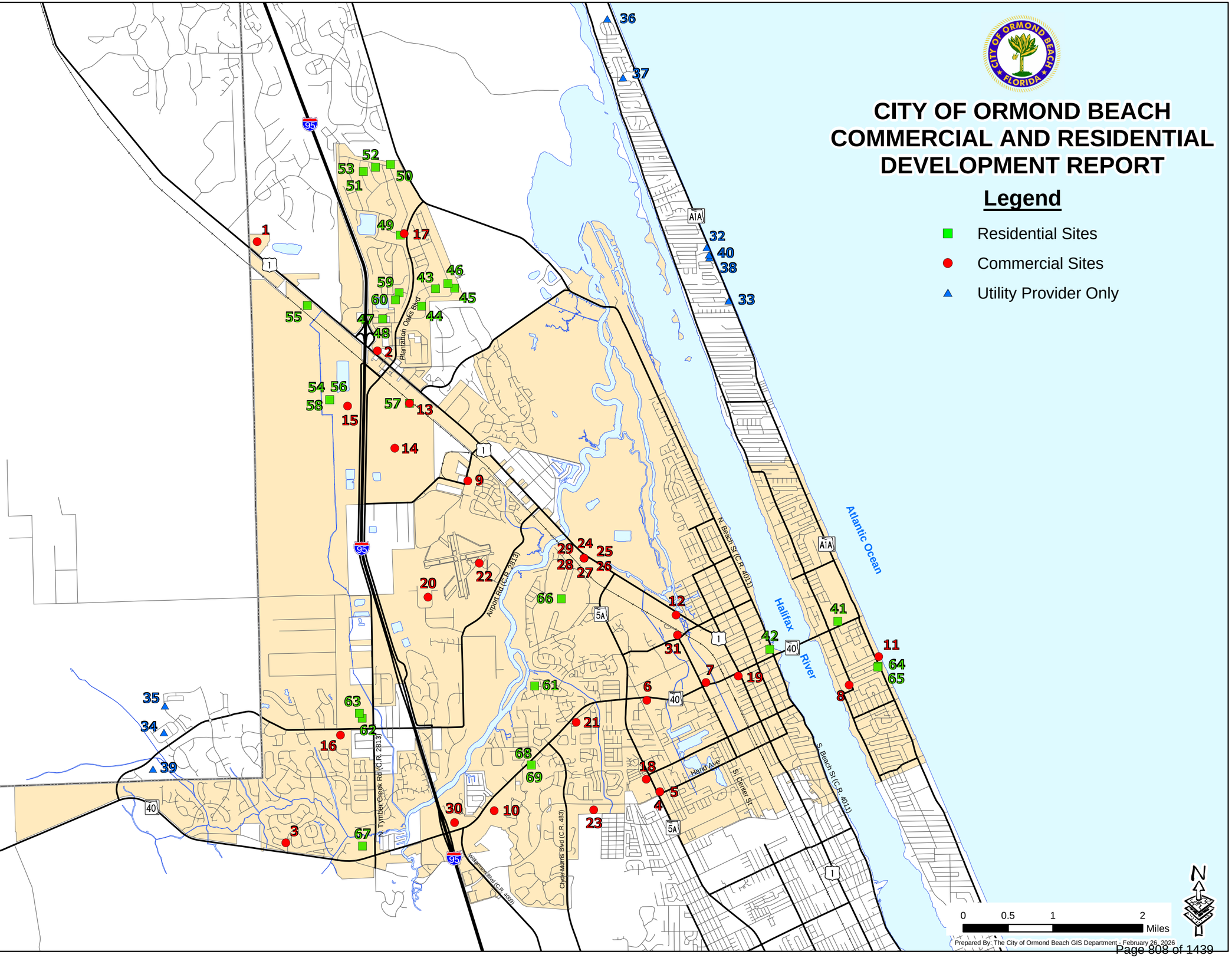
Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

COMMERCIAL PROJECTS	
1	A & M Frozen
2	Advent Health OSED
3	Breakway Trails, Tract A
4	Circle K - Nova & Hand
5	Circle K - Nova & Hand
6	Dutch Bros Coffee
7	Ellianos OB Granada Blvd
8	First United Methodist
9	Hull Rd Contractor Storage
10	Lowe's Outdoor Storage
11	Ormond Beach Holdings LLC
12	Ormond Beach Self Storage
13	OC Pine Tree Flyover
14	Ormond Crossings East Community Development District
15	Ormond Crossings Central Community Development District
16	Pathways Elementary
17	PO OB - Neighborhood Commercial
18	Prince of Peace
19	Sunbros Coffee
20	Terra Marine Park
21	The Sarah House
22	Tomlinson Aviation
23	Tomoka Christian Church
24	Tomoka Commerce Park - PBD
25	Tomoka Commerce Park - Preliminary Plat
26	Tomoka Commerce Park, Lot 1
27	Tomoka Commerce Park, Lot 2
28	Tomoka Commerce Park, Lot 3
29	Tomoka Commerce Park, Lot 4
30	Wal-Mart Expansion
31	WRF B Disinfection Conversion

ORMOND BEACH - UTILITY PROVIDER ONLY	
32	Baileys By The Sea
33	Baileys By The Sea 2
34	Brookside at Ormond Station
35	Garden Side, Phase II
36	Kingston Shores Water Utilities
37	North Peninsula WWTP
38	Seascape
39	Woodside
40	Sunrise Condominium

RESIDENTIAL PROJECTS	
41	121 East
42	40 North Beach Street
43	Archer's Mill - Phase 3
44	Archer's Mill - Phase 4
45	Archer's Mill - Phase 5
46	Archer's Mill, Phase 5 Final Plat
47	Bradford Lakes
48	Bradford Lakes Amenities
49	Fountain View, Amenity Center
50	Fountain View Phase 1C
51	Fountain View - Phase 1D
52	Fountain View - Phase 1F
53	Fountain View - Phase 1E
54	Ormond Crossings - Forcemain Ext
55	Ormond Crossings - Phase 1
56	Ormond Crossings - Reclaim Water
57	OC Tymber Creek Flyover
58	OC Watermain Extension
59	Plantation Oaks - 2C
60	Plantation Oaks - 2D
61	Rivell Subdivision
62	Tattersall at Tymber Creek
63	Tattersall Final Plat
64	Tides Edge
65	Tides Edge Final Plat
66	Tomoka Reserve
67	Tymber Creek Apartments
68	Yoon Way Townhomes
69	Yoon Way Townhomes



Prepared By: The City of Ormond Beach GIS Department - February 26, 2026

City of Ormond Beach Commercial Development Report, as of March 1, 2026

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Change in project status **Projects reviewed last month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	**A & M FROZEN** 1899 North US Highway 1 SPRC-2024-000031	Site building expansion of 50,400 square feet and associated site improvements.	04.18.24	05.17.24	01.28.25			Not applicable	Not applicable	Not applicable	02.25.25	02.25.27	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC
2	**ADVENT HEALTH OSED** 1561 North US Highway 1 SPRC-2025-000069	New emergency department - 13,451 square foot building on 2.47 acres.	05.16.25	5.30.25	08.31.25	10.23.25	02.12.26	Not applicable	11.13.25 (Approved)	12.16.25 01.20.26 (Approved)			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn Engineering O =Advent Health System/ Sunbelt INC.
3	**BREAKAWAY TRAILS, TRACT A** PZ-2025-000179 8 Breakaway Trail	Development of Regional Impact amendment for RV and boat storage and storage buildings.	06.11.25	07.18.25	01.05.26			Required	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = Four Deland Plaza LLC
4	**CIRCLE K - NOVA & HAND** 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 SF building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24	03.04.25	05.08.25 09.16.25 10.20.25	10.29.25	02.10.25	Not applicable	Appeal 08.05.25	11.03.25	11.03.27	Early Review	$2,009,000	Not applied	Not applied		E = Kimley-Horn O = Sun State Petrol I, LLC
5	**CIRCLE K - NOVA & HAND** 699 South Nova Road PZ-2025-000217	Special Exception for Outdoor Activity for outdoor sales area.	11.17.25	12.02.25	12.24.25			Not applicable	01.15.26 (Denied)	03.24.26			Not applicable	Not applicable	Not applicable	Not applicable		E = Kimley-Horn O = Sun State Petrol I, LLC APP = Circle K Stores, Inc.
6	**DUTCH BROS COFFEE** 764 West Granada Boulevard SPRC-2025-000078	New construction of a 1,071 square feet building on1.07 acres	09.22.25	10.16.25	11.05.25	12.10.25	12.11.25 (Approved)	Not applicable	Not applicable	Not applicable	12.11.25	12.11.27	Resubmit Required	$650,000	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Ormond Central Investors, LLC ARC = Pursuit Development LLC
7	**ELLIANOS OB GRANADA BLVD** 341 West Granada Boulevard SPRC-2024-000011	Construct an ±800 sf free standing dual drive through only coffee shop in Winn-Dixie shopping center.	01.04.24	01.31.24	05.16.24 2nd 10.27.24 3rd	11.22.24 4th		Not applicable	11.14.24 (Denied)	01.07.25 (Approved)	03.11.25	Under Construc-tion	Issued 10.23.25	$400,000	Issued 05.27.25	$238,079	50%	E = Gmuer Engineering O = Kjump, Inc.
8	**FIRST UNITED METHODIST** 336 S. Halifax Drive SPRC-2025-000055	Demolition of the existing gathering building and construction of a new building with associated site improvements.	01.17.25	02.06.25	07.23.25	09.16.25		04.09.25	10.09.25 (Approved)	11.18.25 (Approved)	12.08.25	12.08.27	In Review	$7,000,000	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
9	**HULL RD CONTRACTOR STORAGE** 835 Hull Rd SPRC-2025-000075	New construction of Outdoor Storage Construction Yard	09.10.25	09.26.25	10.27.25			Not applicable	11.13.25 (Approved)	12.16.25 (Approved)	01.12.26	Under Construc-tion	Not applicable	Not applicable	Issued 01.14.26	$12,000	5%	E = Newkirk Engineering, Inc. O = Vic Abuzov
10	**LOWE'S OUTDOOR STORAGE** 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage.	05.31.24	6.19.24	07.23.24	09.10.24	07.30.25	Not applicable	07.11.24 Approved	09.18.24 Approved	10.23.25	Under Construc-tion	NA	NA	Issued 11.25.25	$200,000 (Landscaping)	30%	APP = Storch Law Firm O = Lowes

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Change in project status **Projects reviewed last month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
11	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms.	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.24	Under Construc-tion	Issued 02.29.24	$34,000,000	Issued 04.12.24	$1,400,000	90%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
12	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	Under Construc-tion	Issued 04.04.25	All buildings $21,365,794	Issued 12.10.25	$1,390,816	10%	E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
13	OC PINE TREE FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at Pine Tree Dr Intersection) to the Ormond Crossings development.	11.20.24	12.22.24	09.03.25			Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Pape-Dawson O = Ormond Crossings West, LLC
14	OC EAST CDD 801 Pineland Trail PZ-2026-000234	Creation Ormond Crossings East Community Development District - 525.77 acres	02.23.26	In Review				Not applicable	Not applicable	Required			Not applied	Not applied	Not applied	Not applied		APP = Kutak Rock LLP O = Ormond Crossings East LLC O = Ormond Crossings West, LLC
15	OC CENTRAL CDD 1030 N. Tymber Creek Road PZ-2026-000234	Creation Ormond Crossings Central Community Development District - 395.77 acres	02.23.26	In Review				Not applicable	Not applicable	Required			Not applied	Not applied	Not applied	Not applied		APP = Kutak Rock LLP O = Ormond Crossings East LLC O = Ormond Crossings West, LLC
16	PATHWAYS ELEMENTARY 2100 Airport Road SPRC-2025-000085	Courtesy review of Pathways Elementary classroom additions and pickup/drop-off modifications.	12.08.25	12.24.25				Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Volusia County Schools
17	PO OB - NEIGHBORHOOD COMMERCIAL 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved	11.05.24	Under Construc-tion	Not applied	Not applied	Issued 02.27.25	$478,584	30%	E = Parker Mynchenberg & Associates, Inc. O = PLANTATION OAKS OF ORMOND BEACH LLC
18	PRINCE OF PEACE 600 South Nova Road SPRC-2025-000057	Construction of a stations of the cross prayer garden and statue of the virgin Mary.	02.06.25	03.02.25				Not applicable	Not applicable	Not applicable	06.19.25	Under Construc-tion	Issued 8.11.2025	$232,546	Issued 07.25.25	$76,791	90%	E = Alann Engineering Group O = Prince of Peace Catholic Church
19	SUNBROS 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building.	10.02.24	10.22.24	12.18.24	01.28.25		Not applicable	12.14.24 Approved	01.21.25 Approved	02.06.25	Under Construc-tion	Issued 11.04.25	$215,000	Issued 10.03.25	$137,000	80%	E = Zev Cohen & Associates O = D2S Properties, LLC
20	TERRA MARINE PARK 6 Tower Circle Unit A SPRC-2025-000077	Construction of a 1-story 12,300 SF warehouse building, which includes 1,200 SF office on a 2.17-acre parcel.	09.17.25	10.16.25	12.24.25	In Review		Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. A= Safstor Real Estate Co LLC

City of Ormond Beach Commercial Development Report, as of March 1, 2026

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Change in project status **Projects reviewed last month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	**THE SARAH HOUSE** 1001 Old Tomoka Road SPRC-2026-000088	Building expansion of approximately 424 square feet.	02.02.26	02.17.26				Required	Not applicable	Not applicable								E = Newkirk Engineering, Inc. O = 1001 Old Tomoka LLC
22	**TOMLINSON AVIATION** 92 & 96 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24 Revision 05.19.25	10.16.26	92 Hangar - Issued 07.16.25, 96 Hangar - Issued 08.01.25	92 Hangar - $308,634, 96 Hangar - $608,240	Issued 07.21.25	$308,633	70%	E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
23	**TOMOKA CHRISTIAN CHURCH** 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet building.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	Under Construc-tion	Issued 08.19.25	$5,000,000	Issued 10.15.24	$400,926	75%	E = Zev Cohen & Associates O = Tomoka Christian Church
24	**TOMOKA COMMERCE PARK** 890 North US Highway 1 PZ-2025-000165	Zoning Amendment to PBD - 12.48 acre to allow commercial & industrial uses.	05.09.25	06.01.25	09.16.25	02.06.26		11.12.25	12.11.25 (Approved)	01.20.26 02.03.26 (Approved)			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
25	**TOMOKA COMMERCE PARK** 890 North US Highway 1 SPRC-2025-000063	Preliminary Plat - One lot into four commercial lots.	05.09.25	06.01.25	09.23.25	02.06.26		11.12.25	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
26	**TOMOKA COMMERCE PARK, LOT 1** 890 North US Highway 1 SPRC-2025-000064	Commercial use in a 9,990 square foot building on 1.52 acres.	05.09.25	06.01.25	09.17.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
27	**TOMOKA COMMERCE PARK, LOT 2** 890 North US Highway 1 SPRC-2025-000065	Commercial use in a 9,990 square foot building on 1.52 acres.	05.09.25	06.01.25	09.17.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
28	**TOMOKA COMMERCE PARK, LOT 3** 890 North US Highway 1 SPRC-2025-000066	Commercial/Industrial uses within 36,630 square foot building on 2.46 acres.	05.09.25	06.01.25	09.19.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
29	**TOMOKA COMMERCE PARK, LOT 4** 890 North US Highway 1 SPRC-2025-000067	Commercial/Industrial uses within 27,200 square foot building on 2.47 acres.	05.09.25	06.01.25	09.19.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
30	**WAL-MART EXPANSION** 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	01.08.25	06.25.25	08.27.25		02.20.25	07.10.25	08.19.25 09.03.25	10.02.25	Under Construc-tion	Early Review	$3,000,000	Issued 10.22.25	$15,000 Greenbelt	99% Greenbelt	E = CPH O = Wal-Mart Stores, Inc.

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Change in project status **Projects reviewed last month**

31	WRF B DISINFECTION CONVERSION 550 N. Orchard Street SPRC-2025-000079	UV Disinfection Conversion for City's Water Reclamation Facility.	10.02.25					Not applicable	Not applicable	Not applicable	10.20.25	10.20.27	Resubmit Required	$2,455,000	Part of building permit	Part of building permit	30%	O = City of Ormond Beach E = Mead & Hunt

City of Ormond Beach As Utility Provider Only Development Report, as of March 1, 2026

Change in project status | Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
32	**BAILEYS BY THE SEA** 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units.	11.02.23					11.26.23	Under Construction	None	Issued 07.19.24	$536,995 (Utilities only)	90%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
33	**BAILEYS BY THE SEA 2** 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units.	03.27.24	04.19.24				07.26.24	Under Construction	None	Issued 12.16.24	$207,442 (Utilities Only)	90%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
34	**BROOKSIDE AT ORMOND STATION** Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres.	11.21.23	12.11.23				05.17.24	05.17.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	**GARDEN SIDE, PHASE II** Flagler County SPRC-2024-000021	Flagler County utility connection,89 lots on 40.15 acres.	03.05.24	04.04.24	08.23.24			11.15.24	11.15.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	**Kingston Shores Water** 5500 OCEAN SHORE BLVD SPRC-2026-000087	Replace existing water mains and fire hydrant	01.23.26	02.09.26						None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Kingstone Shores
37	**NORTH PENINSULA WWTP** 16 Seabridge Drive SPRC-2024-000027	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			09.10.24	09.10.26	None	Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
38	**SEASCAPE** SPRC-2025-000062 2290 Ocean Shore Boulevard	Proposed private lift station and approximately 500 LF of 2" force main to connect to public force main.	03.17.25	04.03.25				10.03.25	Under Construction	None	Issued 10.20.25	$260,000	70%	E = Kimley-Horn and Associates, Inc. O = Seascape Condo
39	**SUNRISE CONDOMINIUM** SPRC-2025-000081 2294 Ocean Shore Boulevard	Remove existing wastewater treatment plant and install new private lift station and forcemain connection to the City system	10.06.25	10.28.25	11.12.25	12.23.25		01.23.26	01.23.28	None	Fees Due	$276,000		E = Saltus Engineering, Inc. O = Sunrise Condominium
40	**WOODSIDE** PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			05.06.24	Under Construction	None	Issued 08.26.24	$1,526,866 (Utilities Only)	99%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC

City of Ormond Beach Residential Development Report, as of March 1, 2026

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Change in project status | **Projects reviewed last month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
41	**121 EAST** 121 East Granada Boulevard PZ-22-00000098	Development of 24 multi-family units.	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			Early Review	$15,000,000		E = Zev Cohen & Associates O = Dime Rock Properties, LLC ARC = William Chapin
42	**40 NORTH BEACH STREET** 40 North Beach Street SPRC-2025-000059	Addition of two residential units and converting existing building to residential unit.	02.27.25	03.19.25	09.30.25			Required	Required	Required			Not applied	Not applied		E = Newkirk Engineering, Inc O - EADS Commercial Properties, LLC ARC = The Trilegacy Group
43	**ARCHER'S MILL, PHASE 3** 3016 Bonspiel Drive PZ-23-00000052	Preliminary Plat. 59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3).	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.26 (Extension)	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
44	**ARCHER'S MILL, PHASE 4** 3015 Arch Avenue PZ-23-00000059	Preliminary Plat. 111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.30.26 (Extension)	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
45	**ARCHER'S MILL, PHASE 5** 3343 Bonspiel Drive PZ-23-00000060	Preliminary Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3).	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under Construc-tion	Issued 11.27.23	$1,225,490.57	40%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
46	**ARCHER'S MILL, PHASE 5** 3343 Bonspiel Drive PZ-2025-000177	Final Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3).	05.19.23	06.27.25				Not Required	Not Required	Not Required	See Above	See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
47	**BRADFORD LAKES** 140 Bradford Lakes Way PZ-23-00000042	Preliminary Plat. 80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4). Plat recorded.	03.23.23	05.01.23 1st 07.19.23 2nd	09.15.23 3rd	11.22.23 4th 02.07.24 5th	02.29.24 6th	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24	Under Construc-tion	Issued 05.08.24	$3,586,560.00	95%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
48	**BRADFORD LAKES AMENITIES** 140 Bradford Lakes Way SPRC-2025-000072	Revision of the Amenities Building of 1,653 square feet with pool	7.11.25	07.29.25	08.31.25			Not Required	Not Required	Not Required	09.24.25	See Above	See Above	See Above		E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
49	**FOUNTAIN VIEW, AMENITY CENTER** 1400 Fountain View Street SPRC-2024-000022	A 5,040 square foot amenity center with pool and associated improvements.	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	Under Construc-tion	With Sub-division	$780,000 (building)	60%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
50	**FOUNTAIN VIEW PHASE 1C** 1160 Fountain View Street SPRC-2024-000007	Preliminary Plat. 141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1).	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	Revision 01.21.26 05.06.24	05.06.26	Not applied	Not applied	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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Change in project status **Projects reviewed last month**

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51	**FOUNTAIN VIEW PHASE 1D** 1789 Houmas Street SPRC-2024-000016	Preliminary Plat. 103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1).	02.08.23	06.19.25	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.01.25	08.01.27	Issued 12.17.25	$3,526,515	20%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
52	**FOUNTAIN VIEW PHASE 1E** 1587 Nottoway Circle SPRC-2024-000017	Preliminary Plat. 110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.18.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.05.25	08.05.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
53	**FOUNTAIN VIEW PHASE 1F** 1130 Evelyton Lane SPRC-2024-000018	Preliminary Plat. 97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.21.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	06.04.24 (Approved)	08.01.25	08.01.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
54	**ORMOND CROSSINGS, FORCEMAIN EXT** 1030 North Tymber Creek Road SPRC-2025-000068	Construction of 16" proposed reclaim water main.	5.13.25	06.20.25	10.20.25	01.13.26		Not Required	Not Required	Not Required			Not applied	Not applied		E = Pape-Dawson O = Ormond Crossings West, LLC
55	**ORMOND CROSSINGS, PHASE 1** 1030 North Tymber Creek Road SPRC-2024-000050	Preliminary Plat. 444 lots on 252.16 acres.	12.03.24	01.02.25	03.27.25	07.17.25 10.16.25		Not Required	Required	Required	12.24.25		Fees Due	$18,690,768		E = Pape-Dawson O = Ormond Crossings West, LLC
56	**ORMOND CROSSINGS, RECLAIM WATER** 1030 North Tymber Creek Road SPRC-2025-000071	Construction of 12" proposed forcemain.	05.13.25	06.22.25	11.13.25	1.07.26		Not Required	Not Required	Not Required			Not applied	Not applied		E = Pape-Dawson O = Ormond Crossings West, LLC
57	**OC TYMBER CREEK FLYOVER** 1700 N US 1 Highway SPRC-2024-000044	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development. Utilities only.	11.21.24	12.22.24	04.07.25			Not applicable	Not applicable	Not applicable	09.23.25		Issued 10.06.25	Utilities, Phase 1 $1,190,862	15%	E = Pape-Dawson O = Ormond Crossings West, LLC
58	**OC WATERMAIN EXTENSION** 1030 North Tymber Creek Road SPRC-2024-000049	Ormond Crossings. Construction of approximately 18,000 LF of 16" PVC water main along North Tymber Creek Road.	12.03.24	12.30.24	03.21.25			Not Required	Not Required	Not Required	Revision 01.07.26	06.01.27	In Review	$2,614,727.00		E = Pape-Dawson O = Ormond Crossings West, LLC
59	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construc-tion	Issued 09.17.21	$3,044,572	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
60	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construc-tion	Issued 09.17.21	$1,784,746	75%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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61	**RIVELL SUBDIVISION** 100 Rivell Trail SPRC-2024-000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24	08.04.25	09.23.25	Not Required	Not Required	Not Required	10.26.25	10.26.27	Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern
62	**TATTERSALL AT TYMBER CREEK** Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat 75 lots of a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	Issued 04.14.25	$6,237,383.00	80%	E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
63	**TATTERSALL FINAL PLAT** Tymber Creek Road and Airport Road PZ-2025-000219	Final Plat of 75 lots.	11.24.25	12.16.25				Not required	Not required	Not required		See Above	See Above	See Above		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
64	**TIDES EDGE** 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12,05.22	01.10.23 & 01.24.23	03.27.23	Under Construc-tion	Approved	$718,460	95%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
65	**TIDES EDGE** 300 South Atlantic Avenue PZ-23-00000062	Final Plat, 15 single-family lots.	05.22.23					Not required	03.14.24	07.23.24 08.06.24		See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
66	**TOMOKA RESERVE** 20 Tomoka Oaks Boulevard PZ-2022-043	Issuance of a development order for 254 single-family lots under certain conditions on approximately 147.94 acres						09.26.23	03.13.26 at 6pm	03.24.26		Not applied	Not applied	Not applied		APP = Cobb Cole O = Triumph Oaks of Ormond Beach I, LLC
67	**TYMBER CREEK APARTMENTS** 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.
68	**YOON WAY TOWNHOMES** 1190 West Granada Boulevard PZ-2025-000207	Comprehensive Plan amendment from "Open Space/Conservation" to "Medium Density Residential" for 2.81 acres	09.22.25	10.16.25				Not Required	Required	Required		Not applied	Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC
69	**YOON WAY TOWNHOMES** 1190 West Granada Boulevard PZ-2025-000206	Zoning Map amendment to Planned Residential Development for 12 townhome units	09.22.25	10.16.25				Required	Required	Required		Not applied	Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC

City Commission items, City Commission Chambers of City Hall (03.03.26 and 03.24.26 at 7:00PM and 03.13.2026 at 6:00 PM)					
File Number	**Item**	**Description**	**Planning Board**	**City Commission, 1st or only**	**City Commission, 2nd reading**
NA	Summary of Administrative Variances Granted	The City's Land Development Code (LDC) requires an annual reporting of the administrative variances to the Board of Adjustments and Appeals and the City Commission. There were 14 requests approved in Fiscal Year 2024-2025.	NA	**03.03.2026**	
PZ-26-231	34 Greenvale Drive, Easement Release	This is a request submitted by the property owner, Willard W. Davis Jr., of property located at 34 Greenvale Drive, for the purpose of releasing the remaining five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement to construct a pool in the rear yard.	NA	**03.03.2026**	
PZ-22-043	Tomoka Reserve, 20 Tomoka Oaks Boulevard	This is an application submitted by Robert A. Merrell III, Esquire, Cobb Cole, on behalf of the property owner, Triumph Oaks of Ormond Beach I, LLC, for the issuance of a development order for the Tomoka Reserve subdivision. The application seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.		**03.13.2026 - at 6pm**	**03.24.2026**
PZ-25-217	Circle K, 699 South Nova Road, Outdoor Activity	This is a request by Kimley-Horn and Associates, Inc., on behalf of the property owner, Sun State Petrol I, LLC, for a Special Exception for outdoor activity to allow the sale of merchandise along the building perimeter. The property has a zoning designation of B-8, Commercial, and the outdoor activity use is allowed as a Special Exception within the B-8, Commercial zoning district.	01.15.2026 (Denial)	**03.24.2026**	
NA	2025 Multi-Jurisdictional Program for Public Information	This in a request to adopt the 2025 Volusia Multi-Jurisdictional Program for Public Information.	NA	**03.24.2026**	

Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.iqm2.com/citizens/default.aspx?. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.

Board of Adjustment and Appeals - March 4, 2026, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2026-230	34 Greenvale Drive	This is an application of Willard Davis, property owner of 34 Greenvale Drive. The applicant is requesting a variance to allow the construction of a swimming pool with a screen enclosure. The subject property is zoned as SR, Suburban Residential zoning district. Section 2-50(z)(1)(c.)(2.) of the Land Development Code requires pools with screen enclosures to be no closer than 5' from the rear property line. The applicant is requesting a rear yard setback of 2' for a screen enclosure and pool from the rear property line, requiring a variance of 3' from the required 5'-setback.

Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.

Planning Board - March 12, 2026, City Commission Chambers of City Hall at 6:00 P.M.		
		Canceled

The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.

Historic Landmark Preservation Board - March 16, 2026, City Commission Conference Room 103, City Hall at 4:00 P.M.		
PZ-26-236	70 Lincoln Avenue	The City of Ormond Beach is processing a request by Benjamin P. Butera, Inc., agent on behalf of Ahmad A. Sarshory and Firouzeh S. Toutounchian, property owners, for a Certificate of Appropriateness to construct a new single-family home and detached garage / accessory dwelling unit located at 70 Lincoln Avenue. The property is a contributing vacant property in the Lincoln Avenue Overlay District and all new structures are required to be reviewed by the Historic Landmark Preservation Board for compatibility with the existing contributing structures in the district.

Note: Historic Landmark Preservation Board information is based upon the best information available as of the publishing of this report and is subject to change. historic Landmark Preservation Board agendas are available at: https://www.ormondbeach.org/219/Historic-Landmark-Preservation-Board. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.

PERMIT ISSUANCE SUMMARY (02/01/2026 TO 02/27/2026)
FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Partial or Interior	1	7,520	$2,000.00	$93.25
	Detached Accessory Structure	3	679	$558,337.00	$4,900.39
	Electrical	9	0	$77,338.00	$2,074.18
	Exterior	7	0	$48,361.00	$991.76
	Gas	1	0	$45,000.00	$329.07
	Interior Build Out	3	3,097	$603,579.00	$9,526.25
	Low Voltage Alarm Labels	1	1	$10,000.00	$35.00
	Mechanical	10	1,000	$87,031.08	$1,192.50
	Plumbing	2	0	$5,850.00	$225.00
	Pool/Spa	2	11,658	$1,505,000.00	$7,010.25
	Reroof	1	7,600	$34,000.00	$244.67
	Signage	6	256	$65,950.00	$1,251.22
	Utility Connection Permit (UCP)	1	0	$1.00	$158,388.50
	BUILDING NON-RESIDENTIAL TOTAL:	**47**	**31,811**	**$3,042,447.08**	**$186,262.04**
Building Residential	Demolition, Complete	1	2,295	$8,862.00	$243.76
	Demolition, Partial or Interior	1	2,500	$5,825.00	$122.89
	Detached Accessory Structure	6	2,770	$178,504.08	$1,804.71
	Dock/Seawall	1	0	$15,800.00	$250.20
	Electrical	32	0	$120,522.64	$4,630.80
	Exterior	76	9,304	$1,025,150.48	$13,960.67
	Gas	2	0	$26,355.00	$203.50
	Generator	5	0	$70,650.66	$1,058.41
	Interior Renovation	11	1,930	$463,418.22	$3,999.14
	Manufactured/Mobile Home	3	4,264	$105,000.00	$1,890.30
	Mechanical	77	4,053	$753,809.33	$6,020.51
	New Construction, Addition	7	2,423	$380,373.00	$3,678.98
	New, Single Family Residential	18	48,329	$7,365,976.70	$236,666.44
	Outside the City Utility Permit	1	0	$0.00	$3,577.00
	Plumbing	15	104	$37,015.55	$1,161.77
	Pool/Spa	6	7,119	$720,063.00	$5,665.97
	Reroof	63	80,881	$1,110,544.28	$9,641.24
	Screen Enclosure	7	4,834	$78,343.14	$1,157.62
	Solar	3	704	$101,475.41	$1,083.36
	BUILDING RESIDENTIAL TOTAL:	**335**	**171,510**	**$12,567,688.49**	**$296,817.27**
Engineering Non-Residential	Tree Maintenance and/or Removal	1	0	$0.00	$0.00
	ENGINEERING NON-RESIDENTIAL TOTAL:	**1**	**0**	**$0.00**	**$0.00**
Engineering Residential	Grade & Fill	4	0	$10,501.00	$264.00
	Tree Maintenance and/or Removal	28	0	$2,500.00	$400.00
	ENGINEERING RESIDENTIAL TOTAL:	**32**	**0**	**$13,001.00**	**$664.00**
Fire Non-Residential	Fire Protection Systems	3	3,200	$12,000.00	$341.25
	Fire Sprinkler (Simplified)	1	1,100	$12,170.00	$192.50
	FIRE NON-RESIDENTIAL TOTAL:	**4**	**4,300**	**$24,170.00**	**$533.75**
LDC Non-Residential	LDC	4	400	$4,374,383.00	$300.00
	Master Solicitor	1	0	$1.00	$50.00
	Special Event Permit	9	2,000	$108.00	$2,752.00
	LDC NON-RESIDENTIAL TOTAL:	**14**	**2,400**	**$4,374,492.00**	**$3,102.00**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (02/01/2026 TO 02/27/2026)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
LDC Residential	Garage Sale	17	0	$16.01	$80.00
	LDC	36	0	$322,894.47	$2,647.75
	Sheds less than 150 square feet in siz	2	0	$8,882.10	$150.00
	LDC RESIDENTIAL TOTAL:	**55**	**0**	**$331,792.58**	**$2,877.75**
	GRAND TOTAL:	**488**	**210,020**	**$20,353,591.15**	**$490,256.81**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Ormond Beach Residential, as of March 1, 2025

Subdivision Name	Type	Status	Lots	CO Issued	Issued	Fees Due	In Review	Remaining Lots
121 East	MF	Site Plan Review	20					20
40 North Beach Street	MF	Site Plan Review	3					3
Archer's Mill Phase 1	SF	Infrastructure Complete	94	91	0	0	0	3
Archer's Mill Phase 2	SF	Infrastructure Complete	68	39	27	1	0	1
Archer's Mill Phase 3	SF	No Construction to Date	78	0	0	0	0	78
Archer's Mill Phase 4	SF	No Construction to Date	111	0	0	0	0	111
Archer's Mill Phase 5	SF	Infrastructure Construction	114	0	0	0	0	114
Archer's Mill Phase 6	SF	Infrastructure Complete	78	0	6	14	4	54
Bradford Lakes	SF	Infrastructure Construction	80	0	0	0	0	80
Bradford Park	TH	Infrastructure Complete	180	12	26	0	0	142
Enclave (Tymber Creek)	SF	Infrastructure Complete	12	0	1	0	0	11
Enclave (North Yonge)	MF	Site Plan Review	64					64
Fountain View, Phase 1A	SF	Infrastructure Complete	121	92	0	0	0	27
Fountain View, Phase 1B	SF	Infrastructure Complete	137	59	23	15	10	30
Fountain View, Phase 1C	SF	Infrastructure Construction	141	0	0	0	0	141
Fountain View, Phase 1D	SF	Infrastructure Construction	103	0	0	0	0	103
Fountain View, Phase 1E	SF	No Construction to Date	110	0	0	0	0	110
Fountain View, Phase 1F	SF	No Construction to Date	97	0	0	0	0	97
Ormond Crossings, Phase 1	SF	Site Plan Review	444					444
Ormond Crossings, Approved	SF/MF	Development Order	2506					2506
Plantation Oaks, Phase 2A	MH	Infrastructure Complete	94	84	1	0	0	9
Plantation Oaks, Phase 2B	MH	Infrastructure Complete	125	36	4	0	0	85
Plantation Oaks, Phase 2C	MH	Infrastructure Construction	121	0	0	0	0	121
Plantation Oaks, Phase 2D	MH	Infrastructure Construction	84	0	0	0	0	84
Ridgehaven	SF	Infrastructure Complete	286	63	33	0	0	190
Rivell Trail	SF	Site Plan Review	3					3
Tattersall at Tymber Creek	SF	Infrastructure Construction	75					75
Tides Edge	SF	Infrastructure Construction	15					15
Tymber Creek Apartments	MF	Site Plan Approved	270					270
		TOTALS:	**5,634**	**476**	**121**	**30**	**14**	**4,991**
		PERCENTAGE:	**NA**	**8%**	**2%**	**1%**	**0%**	**89%**

Notes: MF - Multi-family, SF - Single-family, TH - Townhomes, MH - Manufactured Homes (55+), CO - Certificate of Occupancy

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	7.A.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Tomoka Reserve, Issuance of a Development Order (Second Reading)		
Recommended Action	It is recommended that the City Commission **APPROVE** the issuance of a development order for 254 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements located at 20 Tomoka Oaks Boulevard as more fully described in the attached ordinance and development order.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

The application of Triumph Oaks of Ormond Beach I, LLC, seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard. The applicant submitted an application in 2023 for the issuance of a Planned Residential Development (PRD) development order for 272 single-family lots. The Planning Board held public hearings on July 13, August 16, and September 26, 2023. After a public hearing on November 7, 2023, the City Commission remanded the matter to the Planning Board. The city commission should rescind the remand and consider the revised development plan.

The applicant seeks the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The updated site plan and project conditions includes a concept plan for 254 single-family lots that includes a 50-foot vegetative buffer and lots that are a minimum 80’X120’ abutting the existing Tomoka Oaks lots. As part of the updated site plan and project conditions, only the site plan has been updated, dated February 25, 2026. This application also contains the 2023 application information and site plans. If approved, the 2023 site plans would be updated to be consistent with the February 25, 2026, updated site plan. The project includes specific project conditions that include:

1. The maximum number of single-family lots is 254. The subdivision density is proposed at 1.72 units per acre.
2. Lots sizes are 80’ X 120’ abutting the vegetative buffer that abuts the existing Tomoka Oaks subdivision and 60’ X 120’ internal to the subdivision.
3. The project will provide a vegetative 50-foot buffer of natural and planted vegetation around the perimeter of the property. The vegetative buffer would be irrigated with reclaimed water.
4. The subdivision will have at least twenty percent of the property within its natural state.
5. Sidewalks within the development shall be installed on both sides of the streets located within the subdivision. Additionally, off-site sidewalks would be constructed along both sides of Tomoka Oaks Boulevard from the proposed subdivision to Nova Road.
6. Fencing and architectural standards are within the project conditions.
7. There is a requirement for a new traffic signal at Nova Road and Tomoka Oaks Boulevard.
8. Correction of the diamond intersection of Saint Andrews Drive and Tomoka Oaks Boulevard.
9. The applicant would receive roadway impact fee credit to construct the new traffic signal and “diamond” intersection improvements.

Financial Impact

The issuance of a development order is a zoning action that allows the submittal of a preliminary plat. As part of the preliminary plat, the applicant would be required to prepare and submit detailed engineering plans for the subdivision. Subdivision construction costs would be the responsibility of the applicant.

Citizen Impact

The revised application and site plan seek to address issues related to density, the 50-foot landscape buffer, traffic and pedestrian safety, and compatibility with existing neighborhoods, among other features.

Attachments

1. FINAL Amended Ord 2023-55 (Tomoka Reserve) 03-05-26
2. FINAL, March 2026 CC Tomoka Reserve Staff Report
3. Tomoka Reserve Attachments
4. Ordinance BIE, Tomoka Reserve

ORDINANCE NO. 2023-55

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT LOCATED AT 20 TOMOKA OAKS BOULEVARD, TO BE KNOWN AS THE "TOMOKA RESERVE" RESIDENTIAL SUBDIVISION; AUTHORIZING THE DEVELOPMENT OF 254 SINGLE-FAMILY DETACHED LOTS; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Triumph Oaks of Ormond Beach I, LLC, a Florida Limited Liability Company (the "Applicant/Property Owner") is the owner of real property comprised of approximately 147.94 acres and located at 20 Tomoka Oaks Boulevard, Volusia County parcel number 3242-07-00-0010 (the "Property"), as more particularly described and depicted in the legal description and location map attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the Applicant is seeking approval of this Ordinance for the issuance of a Development Order for a Planned Residential Development to include 254 lots for development of single-family detached dwelling units and associated site improvements on the Property, to be known as the "Tomoka Reserve" residential subdivision, as described and depicted in the PRD Development Order attached hereto and incorporated by reference herein; and

WHEREAS, on October 17, 2006, by adoption of Ordinance 2006-17, the City Commission authorized (a) a zoning map amendment for the Property from R-2, Single Family Low Density, to PRD, Planned Residential Development, and (b) a PRD Development Order for a re-configured golf course, 119 multi-family units (townhomes and condominiums) and three single family lots, under certain conditions, which development order expired on October 17, 2014; and

WHEREAS, the Planning Board held public hearings regarding the Applicant's request for a new PRD Development Order on July 13, 2023, August 21, 2023, and September 26, 2023, as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code*, and recommended denial of the Applicant's request; and

WHEREAS, the City Commission held a public hearing regarding the Applicant's request for a new PRD Development Order on November 7, 2023, and remanded the matter to the Planning Board; and

WHEREAS, the City Commission desires to consider the Applicant's request for the issuance of a Development Order for a Planned Residential Development to include 254 lots for development of single-family detached dwelling units and associated site improvements on the Property, to be known as the "Tomoka Reserve" residential subdivision, as described and depicted in the PRD Development Order attached hereto and incorporated by reference herein; and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes,* and after voting to rescind its November 7, 2023 remand to the Planning Board, has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received; and

(4) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto; and

WHEREAS, the City Commission further finds with respect to the application for the issuance of a development order, that there is competent substantial evidence to support the

following:

(1) The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the Comprehensive Plan;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now 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 Property Owner for the issuance of a PRD Development Order for the "Tomoka Reserve" residential subdivision, authorizing the development of 254 lots for construction of single-family detached dwelling units and associated site improvements, is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached PRD Development Order for the "Tomoka Reserve" Planned Residential Development, authorizing the development of 254 lots for construction of single-family detached dwelling units and associated site improvements on the Property, in accordance with those certain conditions set forth in the PRD Development Order.

SECTION THREE. Prior to the issuance of any site construction permit, the Property Owner shall submit detailed engineering plans and an application for administrative review and approval of a Preliminary Plat in accordance with directives of Section 177.071-.073, Florida Statutes. The Preliminary Plat application shall include a subdivision phasing schedule, which may be subsequently modified by administrative review and approval of the Site Plan Review Committee.

SECTION FOUR. The Applicant's proposal for providing additional outdoor recreational area in lieu of providing indoor recreation area exceeds the requirements of the *Land Development Code* and is hereby accepted and approved.

SECTION FIVE. The Applicant, including the Applicant's successor and assigns,

shall at all times fully comply with the terms and conditions of the approved PRD Development Order.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of this Ordinance by the City Commission on the 13th of March, 2026.

PASSED UPON at the second and final reading of this Ordinance by the City Commission on the 24th day of March, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Triumph Oaks of Ormond Beach I, LLC, a Florida Limited Liability Company
	Planned Residential Development	PRD 2022-043
	Project Name:	Tomoka Reserve
	Property Address:	20 Tomoka Oaks Boulevard
	Parcel ID Nos.	3242-07-00-0010

PLANNED RESIDENTIAL DEVELOPMENT (PRD) DEVELOPMENT ORDER

This matter came to be heard before the City Commission of the City of Ormond Beach upon the duly noticed public hearings before the City Commission on March 13, 2026 and March 24, 2026, for consideration of the application of Triumph Oaks of Ormond Beach I, LLC, for a PRD Development Order to establish defined development rights for its real property located at 20 Tomoka Oaks Boulevard (Parcel ID # 3242-07-00-0010). Having considered the criteria for issuance of a development order as required by Section 1-18(e) of the *Land Development Code*, as well as testimony and evidence from all affected persons, the City Commission hereby finds and concludes as follows:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the Comprehensive Plan;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

NOW, THEREFORE, in consideration of the findings set forth herein, the City Commission hereby concludes and orders that:

A. The application of Triumph Oaks of Ormond Beach I, LLC, seeking approval of a Development Order for a Planned Residential Development to be known as "Tomoka Reserve" for that certain real property located at 20 Tomoka Oaks Boulevard (Parcel ID #3242-07-00-0010), as more particularly described and depicted in *Exhibit "A"*, attached hereto and incorporated by reference herein, is hereby granted to allow for the development of a residential subdivision of up to 254 lots on said property, as generally depicted on the conceptual site plan attached hereto as *Exhibit "B"*, subject to the following conditions:

1. Compliance with the PRD Project Terms and Conditions, attached hereto as *Exhibit "C"* and incorporated by reference herein; and

2. Submittal of a preliminary plat application for administrative review and approval, consistent with the PRD Project Terms and Conditions;

3. Compliance with the Tomoka Reserve PRD Buffer Planting and Maintenance Plan, attached hereto as *Exhibit "D"* and incorporated by reference herein;

4. Final architectural elevations for the single-family homes will be consistent with those depicted on the Tomoka Reserve Architectural Exhibit, attached hereto as *Exhibit "E"* and incorporated by reference herein; and

5. Compliance with all applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, PRD, Planned Residential Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise modified by the attachments hereto.

B. If construction has not begun or a final plat recorded within five (5) years from the date of City Commission approval of this PRD Development Order, it shall lapse and be of no further effect upon the filing of a notice of final plan revocation by the City Commission in

accordance with the provisions of Section 1-14(3)(b) of the *Land Development Code* . Before any development order permit can be re-established, a new development order permit application shall be reviewed and approved by the City Commission, as per Section 1-14(3)(b) of the *Land Development Code*.

C. In the event the use of the land approved by this PRD Development Order is abandoned for a period of two (2) years, any permit issued hereunder shall be deemed void and a notice of revocation filed, as per the provisions of Section 1-14(3)(b)(2) of the *Land Development Code*.

D. This PRD Development Order shall be recorded in the public records of Volusia County, Florida, shall run with title to the real property described in *Exhibit "A"*, attached hereto, and shall be binding upon the Property Owner and its successors and assigns.

[Remainder of page intentionally left blank]

ORDERED this 24th day of March, 2026.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

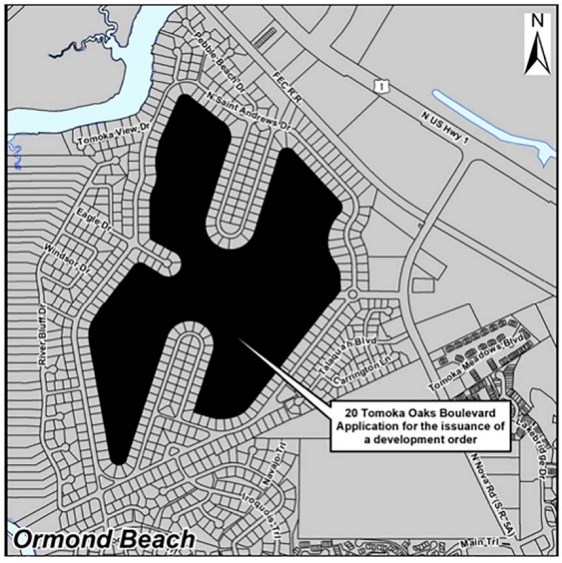
LEGAL DESCRIPTION

(from Sliger & Associates, Inc. survey – survey date April 15, 2021)

PROPERTY DESCRIPTION:

SAM SNEAD GOLF AND COUNTRY CLUB, A PART OF THE THOMAS FITCH GRANT, LYING WESTERLY OF THE FLORIDA EAST COAST RAILWAY, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOCATION MAP



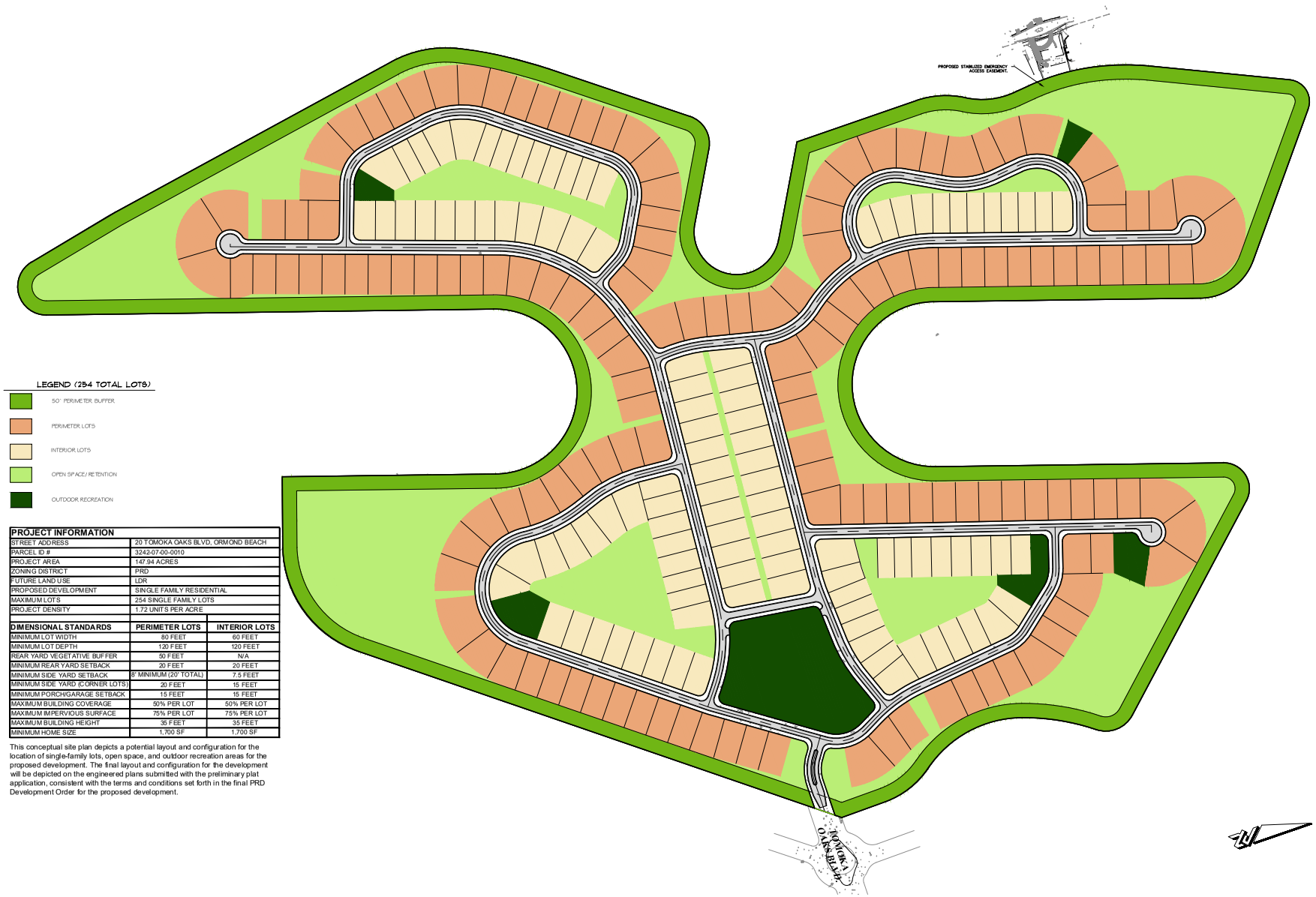
PARCEL ID: 3242-07-00-0010

OWNER: TRIUMPH OAKS OF ORMOND BEACH I LLC

APPLICANT: TRIUMPH OAKS OF ORMOND BEACH I LLC

ADDRESS OF DEVELOPMENT ORDER: 20 TOMOKA OAKS BOULEVARD, ORMOND BEACH, FL 32174

EXHIBIT "B"



LEGEND (254 TOTAL LOTS)

- 50' PERIMETER BUFFER
- PERIMETER LOTS
- INTERIOR LOTS
- OPEN SPACE / RETENTION
- OUTDOOR RECREATION

PROJECT INFORMATION		
STREET ADDRESS	20 TOMOKA OAKS BLVD, ORMOND BEACH	
PARCEL ID #	3242-07-00-0010	
PROJECT AREA	147.94 ACRES	
ZONING DISTRICT	PRD	
FUTURE LAND USE	LDR	
PROPOSED DEVELOPMENT	SINGLE FAMILY RESIDENTIAL	
MAXIMUM LOTS	254 SINGLE FAMILY LOTS	
PROJECT DENSITY	1.72 UNITS PER ACRE	
DIMENSIONAL STANDARDS	**PERIMETER LOTS**	**INTERIOR LOTS**
MINIMUM LOT WIDTH	80 FEET	60 FEET
MINIMUM LOT DEPTH	120 FEET	120 FEET
REAR YARD VEGETATIVE BUFFER	50 FEET	N/A
MINIMUM REAR YARD SETBACK	20 FEET	20 FEET
MINIMUM SIDE YARD SETBACK	8' MINIMUM (20' TOTAL)	7.5 FEET
MINIMUM SIDE YARD (CORNER LOTS)	20 FEET	15 FEET
MINIMUM PORCH/GARAGE SETBACK	15 FEET	15 FEET
MAXIMUM BUILDING COVERAGE	50% PER LOT	50% PER LOT
MAXIMUM IMPERVIOUS SURFACE	75% PER LOT	75% PER LOT
MAXIMUM BUILDING HEIGHT	35 FEET	35 FEET
MINIMUM HOME SIZE	1,700 SF	1,700 SF

This conceptual site plan depicts a potential layout and configuration for the location of single-family lots, open space, and outdoor recreation areas for the proposed development. The final layout and configuration for the development will be depicted on the engineered plans submitted with the preliminary plat application, consistent with the terms and conditions set forth in the final PRD Development Order for the proposed development.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE
CONCEPTUAL
SITE PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: JS/MM
CHECKED BY: JS
DRAWING FILE: 07_21067 EXHIBIT-LITIGATION
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

2/25/26

NOT VALID WITHOUT SEAL

SHEET: EX1 OF 01

Project Terms and Conditions – Tomoka Reserve PRD Development Order

(1) ***Permitted Uses:*** Single-family detached dwellings and accessory uses that are customarily associated with development of a single-family residential subdivision.

(2) ***Maximum Number of Lots:*** 254

(3) ***Permitted Density:*** 1.72 units/per acre (i.e., 254 lots/147.94 acres)

(4) ***Dimensional Standards***

(a) ***Perimeter Lots***

- Minimum Lot Size: 80' wide by 120' deep
- Minimum Rear Yard: 20'
- Minimum Rear Yard (accessory structures): 5'
- Minimum Side Yard: 8' (to total 20' for both yards)
- Minimum Side Yard (accessory structures): 5'
- Minimum Side Yard (corner lots): 20'
- Minimum Front Yard: 25'
- Minimum Porch/Garage Setback: 15'
- Maximum Building Lot Coverage: 50%
- Maximum Impervious Surface: 75%
- Maximum Building Height: 35'
- Minimum Home Size: 1,700 square feet

(b) ***Interior Lots***

- Minimum Lot Size: 60' wide by 120' deep
- Minimum Rear Yard: 20'
- Minimum Rear Yard (accessory structures): 5'
- Minimum Side Yard: 7.5'
- Minimum Side Yard (accessory structures): 5'
- Minimum Side Yard (corner lots): 15'
- Minimum Front Yard: 25'
- Minimum Porch/Garage Setback: 15'
- Maximum Building Lot Coverage: 50%
- Maximum Impervious Surface: 75%
- Maximum Building Height: 35'
- Minimum Home Size: 1,700 square feet

(5) ***Phasing:*** Prior to the issuance of any site construction permits, the Property Owner shall submit detailed engineering plans and a complete application for administrative review and approval of a preliminary plat by City Staff in accordance with the mandatory directives and expedited approval procedures set forth in Chapter 177.071-.073, Part I, Florida Statutes, including any subsequent legislative amendments thereto. The preliminary plat application shall include a subdivision phasing schedule, which schedule may be subsequently modified and administratively approved by the Site Plan Review Committee as a minor amendment.

(6) ***Model Homes:*** A maximum of 16 model homes shall be allowed within the new development. Model homes are allowed to be started after a stabilized road is constructed and water and sewer clearances have been obtained, which may be before final plat acceptance.

(7) ***Gated Community:*** The project is proposed to have a gated access point for vehicles and to allow pedestrian access into the subdivision. Private, gated subdivisions are required to provide easements to the City through the platting process for access and maintenance of the utilities servicing the proposed development. The streets, sidewalks, and stormwater system would be privately owned and maintained by the homeowner's association created for the subdivision. Changing from a gated to non-gated (public) subdivision would be considered a minor amendment.

(8) ***Emergency Access Easement:*** Emergency access to the residential subdivision will be provided via the easement access area across that certain lot owned by the Property Owner located at 100 N. St. Andrews Drive (Parcel ID 3242-10-20-0150), and it shall have a stabilized base and a grass surface for emergency vehicular access only. Construction details for the emergency access connection point will be finalized during the preliminary plat process.

(9) ***Perimeter Buffer:*** A 50-foot vegetative buffer shall be established around the perimeter of the Property (i.e., those areas abutting existing lots in the surrounding Tomoka Oaks subdivision). The perimeter buffer area will include five (5) trees and fifty (50) shrubs per every 100 linear feet of open space, as more fully set forth in the Tomoka Reserve PRD Buffer Planting and Maintenance Plan, and existing vegetation in this buffer area shall count towards the minimum landscaping requirements. In exchange for the Property Owner's agreement to these conditions, the City agrees to waive any mitigation assessments for removal of specimen trees on individual lots that the Property Owner deems necessary for construction of single-family homes authorized for its proposed development. The Property Owner will ensure that irrigation is installed for the expanded vegetative buffer area, and the City of Ormond Beach shall provide an irrigation source of reclaimed water for same.

(10) ***Natural Preservation Area:*** At least twenty (20) percent of the Property shall be left in a natural state, without any improvements other than new plantings or stormwater

retention areas. This natural preservation area may include the perimeter buffer area, stormwater retention and designated conservation areas within individual lots or common areas, but it shall not include any classified wetlands.

(11) ***Recreational Area:*** No indoor recreation areas shall be required, provided that the final development plan includes an additional thirty (30) square feet per unit of outdoor active recreation space, the final design of which shall be depicted on the preliminary plat.

(12) ***Sidewalks:*** Sidewalks within the development shall be installed on both sides of the streets located within the subdivision. Additionally, prior to receiving a certificate of occupancy for the first home, sidewalks shall be constructed along both sides of Tomoka Oaks Boulevard from the proposed subdivision to Nova Road, provided that there is existing right-of-way sufficient to install same.

(13) ***Stormwater:*** Final stormwater design shall be depicted on the preliminary plat, the location of which may be included in the required natural preservation areas for the development, as more fully set forth herein.

(14) ***Fences:*** Fencing requirements for the single-family homes in the new subdivision shall be as follows:

- The following fence materials are permitted: Wood, black wrought iron, high-quality aluminum, and white PVC.
- Perimeter fencing along rear or side (from front of the house to rear property line shall be a maximum height of 6 feet.
- Fencing along the front property line or side property lines from the front of the house to the front property line shall have a maximum height of 4 feet. This "front-yard" fencing must be decorative (*i.e.,* no solid fences) and, if wood is utilized, it must be painted.

(15) ***Architecture:*** Final architectural elevations for the single-family homes will be consistent with the Tomoka Reserve Architectural Exhibit submitted in connection with the PRD Development Order application. An architectural review committee will be established by the Property Owner for the governing homeowner's association for the residential subdivision to ensure that final architectural elevations of all homes and any modifications to same are consistent with the permitted architectural styles and exterior materials. The submittal of building permit applications for the construction of new homes or exterior modifications to existing homes shall include written documentation from the architectural review committee that all architectural conditions have been satisfied.

(16) ***Off-Site Transportation Improvements & Impact Fee Credits***

(a) ***New Traffic Signal (Nova Road & Tomoka Oaks Blvd.):*** Within forty-five (45) days after approval of the preliminary plat for the first phase, the Property Owner

will apply for permits to install a new traffic signal at the intersection of Nova Road and Tomoka Oaks Boulevard, subject to the review and approval of the Florida Department of Transportation. Prior to the issuance of the first certificate of occupancy within the development, the traffic signal at Nova Road and Tomoka Oaks Boulevard must be completed and functioning, or otherwise fully bonded, and the full cost of constructing said traffic signal system must be deposited with the City of Ormond Beach and held in escrow for the payment of said construction costs.

(b) ***"Diamond" Intersection (St. Andrews Dr. & Tomoka Oaks Blvd.):*** The Property Owner will construct roadway improvements to modify the existing drive aisle at the "diamond" intersection of St. Andrews Drive and Tomoka Oaks Boulevard for the purpose of resolving turning radius conflicts for emergency vehicles at the intersection, provided that the City provides sufficient right-of-way for "softening" the corners of the "diamond." The Property Owner will also install additional landscaping, of its own choosing, adjacent to the right-of-way for the drive aisle after construction of the proposed roadway improvements. Subject to the City's provision of sufficient-right-of-way for the proposed improvements, the Property Owner shall depict same on its application for administrative review and approval of the preliminary plat, consistent with the terms herein.

(c) ***Impact Fee Credits:*** The City of Ormond Beach shall provide roadway impact fee credits to the Property Owner in the amount of $864.59 per home in exchange for its agreement to construct the new traffic signal and "diamond" intersection improvements, as detailed above.

(17) ***Hours of Construction:*** On-site construction activities shall be from 7:00 a.m. to 7:00 p.m., Monday through Saturday, with no outside construction activities on Sundays.

(18) ***Utilities:*** Detailed water and sewer connections shall be provided at the time of the Preliminary plat application submittal. The Property Owner shall be permitted to use reclaimed water for irrigation, as available, with a supplemental well as needed.

Tomoka Reserve PRD Buffer Planting & Maintenance Plan

I. PERIMETER BUFFER AREA AND PLANTING OBJECTIVES

Tomoka Reserve is a 147.94-acre site that is surrounded by existing single-family lots located in the Tomoka Oaks residential subdivision. A significant component of the Tomoka Reserve development plan is the establishment of a 50-foot vegetative buffer around the perimeter of the site, which spans approximately 3.3 miles. Today, much of the existing perimeter buffer area contains native trees and shrubs which provide screening between the existing homes and the proposed development.

The Tomoka Reserve development calls for significant enhancements to the perimeter buffer areas, including new plantings of native trees and shrubs in those areas where the buffer is sparse or where no existing vegetation is present. The purpose of the Tomoka Reserve Buffer Planting and Maintenance Plan is to describe how the new plantings in the perimeter buffer area will be installed and maintained to create a visual screen between the existing homes and the new ones planned for development pursuant to the terms of the final development order for the Tomoka Reserve PRD.

II. PLANTING PLAN DESCRIPTION AND DESIGN

In areas where trees and shrubs will be installed, this Buffer Planting Plan for the Tomoka Reserve PRD follows the best management practices outlined in the American National Standards Institute, including ANSI A300 Part 6 (Planting and Transplanting Standards) and ANSI Z60.1 (Nursery Stock Standards). Additionally, the plantings will follow the Tree Protection and Planting Details set forth in *Appendix D-1* and will incorporate native plants identified in *Appendix D-2*.

III. BUFFER AREA PLANTING REQUIREMENTS

The Tomoka Reserve PRD will use a modified buffer as the guideline for the planting requirements in the perimeter buffer area, which shall include at least five trees and 50 shrubs for every 100 linear feet of the perimeter buffer area.

Perimeter Buffer Trees

Where there are less than five existing trees (with a DBH of at least 6 inches) in the buffer area, new trees will be installed to meet the minimum buffer requirements. Where gaps of 50 feet or more occur between existing trees, additional trees will be planted. The total number of buffer trees needed to meet the intent of the Tomoka Reserve buffer planting plan is projected to be 396.

Where appropriate, native palms (sabal and palmetto) may be used as part of the overall planting requirements. All native palms that will be retained will count towards the tree requirement for each 100-foot buffer section. Over the length of a buffer zone, three palms will equal one hardwood tree. There are 110 existing palms within the buffer, which equates to 36 trees. Overall, the total number of required trees will be reduced by 36 to represent the contribution of palms to the buffer tree planting requirements. Palms shall have a minimum overall height of ten feet (10') at the time of planting.

Perimeter Buffer Shrubs

For each 100 linear feet of buffer, 50 shrubs will be installed where no shrubs are present. For each 100-foot section where shrubs exist in the buffer, existing shrubs will be assessed, and shrubs will be planted so that the number of shrubs in each 100-foot section will meet the required number for that buffer section.

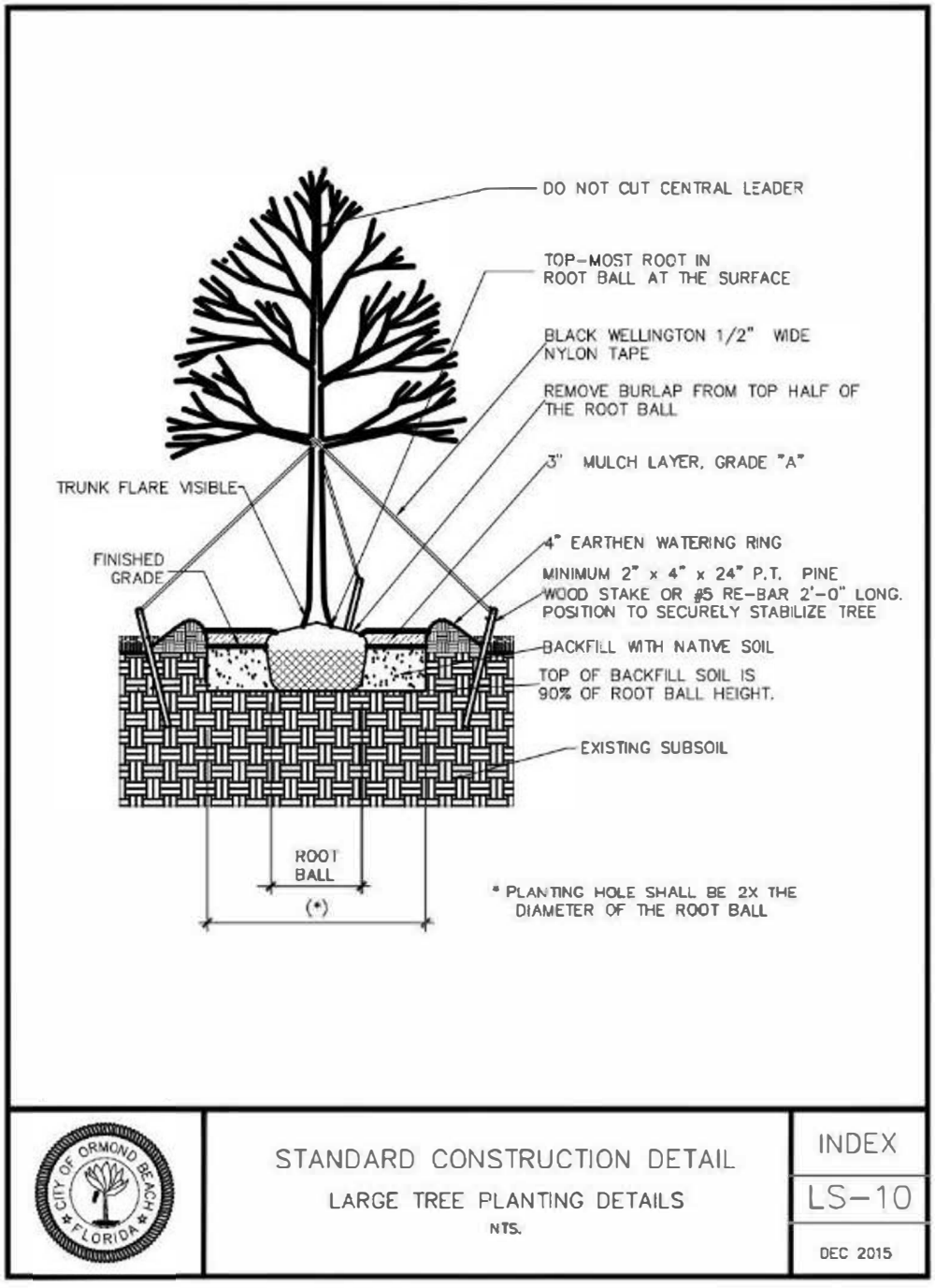
Perimeter Buffer Ground Cover

Given that ground cover plants already exist in the perimeter buffer area, there will not be any new plantings of any species of ground covers as part of the Buffer Planting Plan; however, native wildflower seed will be purchased from the Florida Wildflower Cooperative and spread by hand in select areas of the buffer.

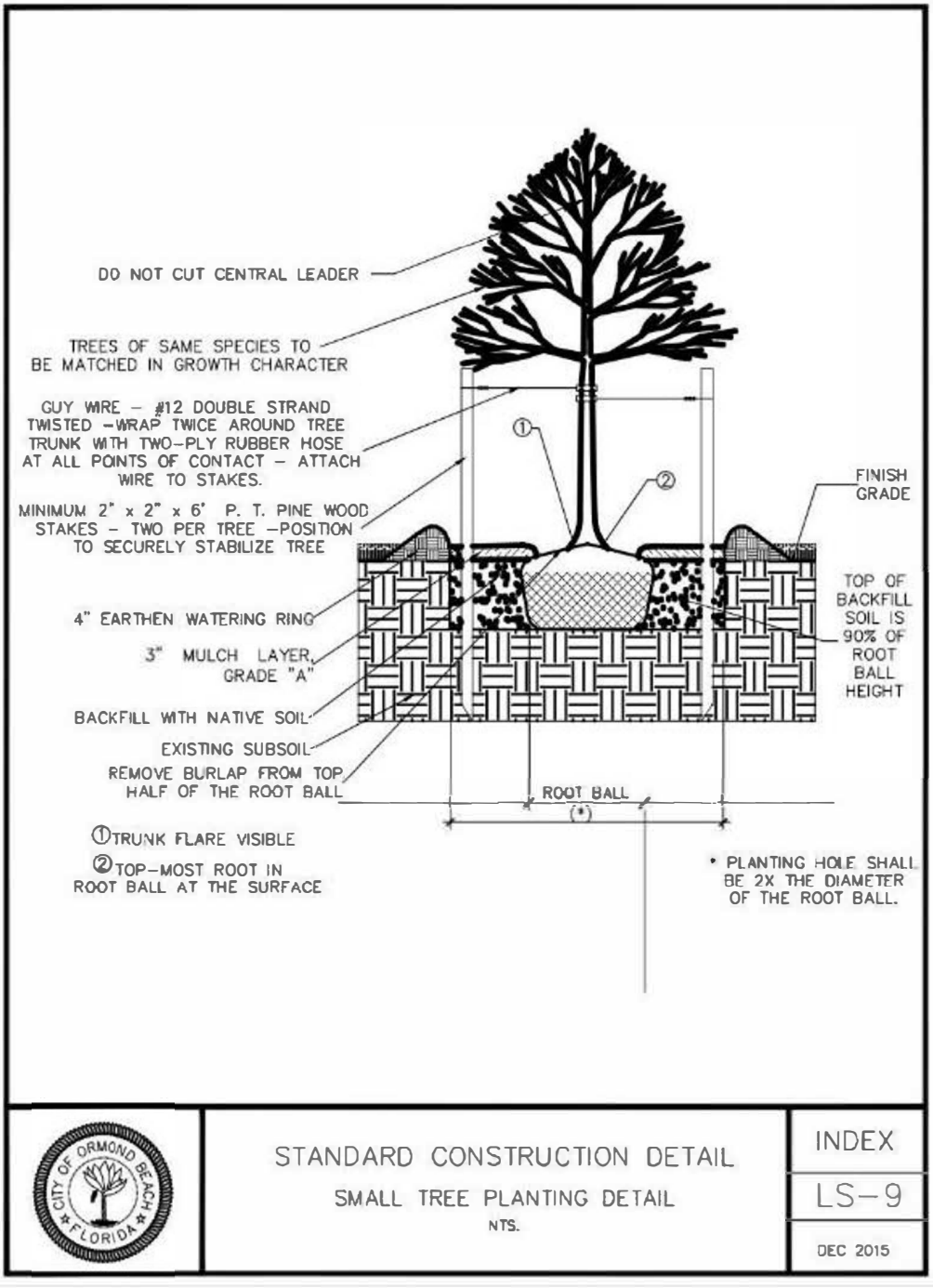
APPENDIX D-1

Tree Protection and Planting Details

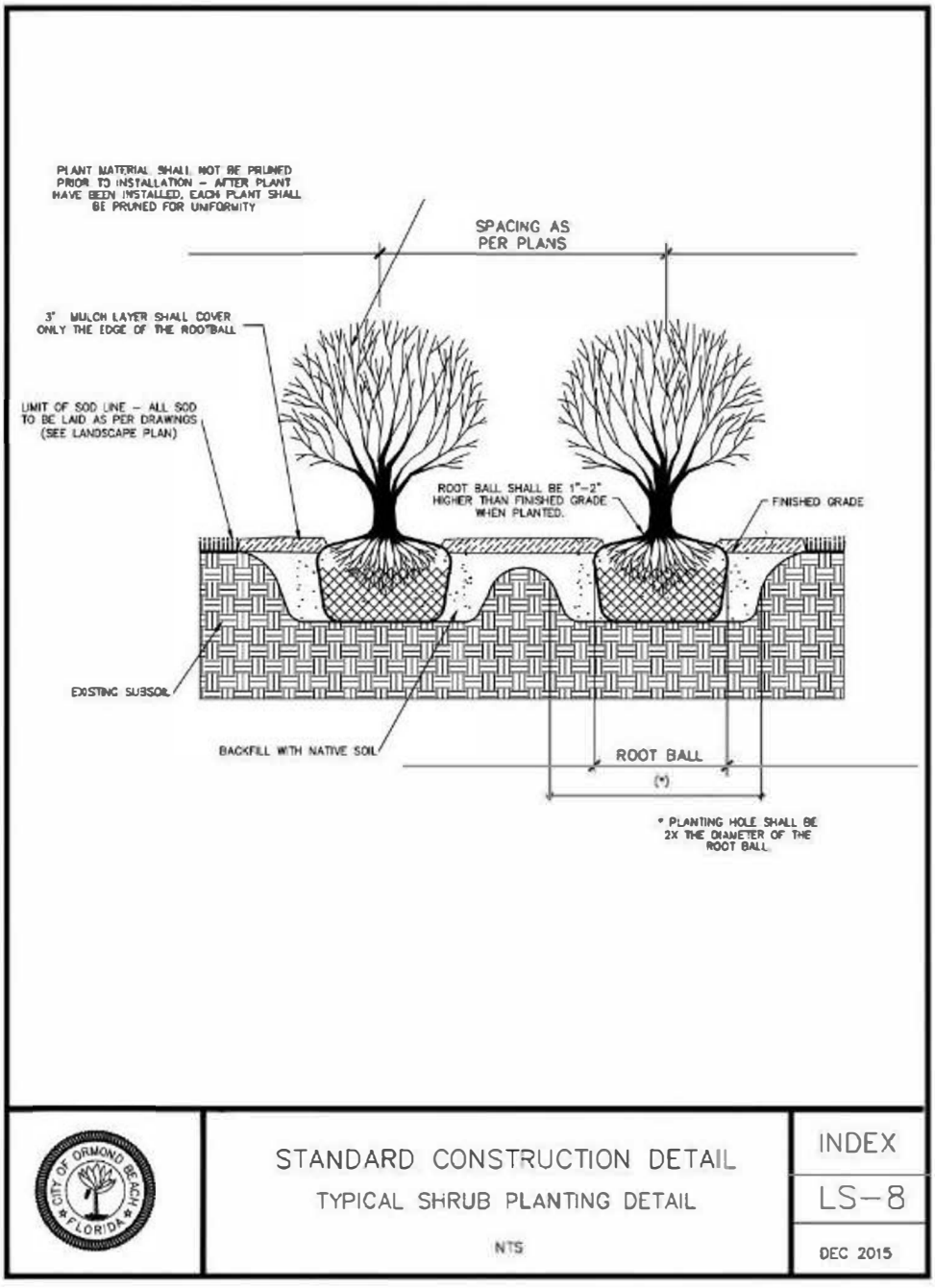
LARGE TREE PLANTING DETAIL



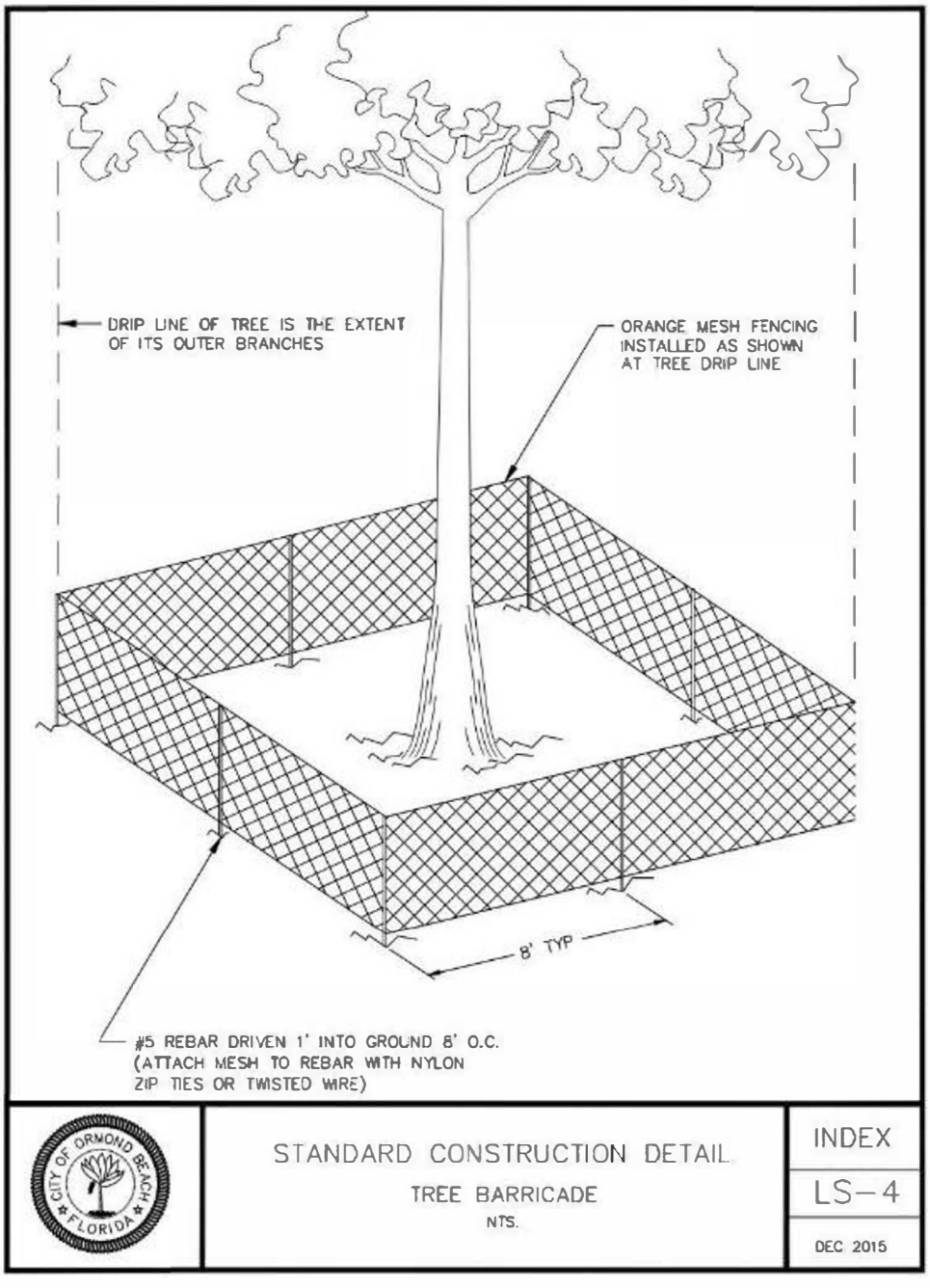
SMALL TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



TREE PRESERVATION DETAIL



APPENDIX D-2

Native Plant List

Tomoka Reserve Buffer Planting List

TREES Scientific name	Common name	Growth habit (height & width) ft	Comments Habit & Size
Cartrema americana	American olive	25' x 15'	Evergreen – Medium
Carpinus caroliniana	American hornbeam	25' x 15'	Evergreen – Medium
Carya glabra	Hickory	80' x 35'	Deciduous – Large
Celtis laevigata	Hackberry/sugarberry	60' x 50'	Deciduous – Large
Cercis canadensis	Redbud	30' x 30'	Deciduous – Medium
Ilex x attenuata	Savannah holly	30' x 15'	Evergreen – Medium
Ilex opaca	American holly	10' x 15'	Evergreen – Medium
Magnolia grandiflora	Southern magnolia	80' x 40'	Evergreen – Large
Juniperus virginiana	Red cedar	60' x 30'	Evergreen – Large
Prunus angustifolia	Chickasaw plum	20' x 20'	Deciduous – Medium
Quercus austrina	Bluff oak	40' x 30'	Deciduous – Medium
Quercus geminate	Sand live oak	40' x 80'	Evergreen – Large
Quercus chapmanii	Chapman's oak	10' x 10'	Evergreen – Medium
Quercus virginiana	Live oak	80' x 150'	Evergreen – Large
SHRUBS			
Forestiera segregata	Florida privet	15' x 8'	Evergreen
Ilex vomitoria	Yaupon holly	15' x 10'	Evergreen
Lantana involucrata	Buttonsage	2.5' x 4'	Evergreen
Myrcianthes fragrans	Simpson's stopper	20' x 10'	Evergreen
Myrica cerifera	Wax myrtle	20' x 20'	Evergreen
Psychotria nervosa	Wild coffee	3' x 4'	Evergreen
Serenoa repens	Saw palmetto	20' x 10'	Evergreen
GRASSES			
Muhlenbergia capillaris	Muhly grass	3' x 3'	Evergreen
Spartina bakeri	Smooth cordgrass	3' x 4'	Evergreen
Tripsacum dactyloides	Fakahatchee grass	5' x 6'	Evergreen
WILDFLOWERS			
Baptisia albescens	Spiked wild indigo		Perennial
Coreopsis lanceolarta	Tickseed		Perennial
Coreopsis tinctoria	Plains coreopsis		Perennial
Galliardia pulchella	Blanket flower		Annual
Helianthus debilis	Beach sunflower		Biennial
Salvia coccinea	Scarlet Sage		Perennial
Solidago altissima	Tall goldenrod		Perennial
Solidago sempervirens	Seaside goldenrod		Perennial

* This plant list is not all-inclusive, additional native and Florida Friendly plants may be used based on the recommendcation of the landscape architect and arborist.

All plants listed are species native to Florida and commonly found in Volusia County.

Tomoka Reserve Architectural Standards

I. PREFERRED ARCHITECTURAL THEMES

A. The overall architectural vision for Tomoka Reserve has been established to create a community embodying a "timeless" quality. Such a vision will be realized through a variety of classical and regional architectural styles, combined with authentic detailing and use of high-quality materials.

B. Permitted architectural styles include but are not limited to contemporary, Modern, Postmodern, coastal themed styles, Mediterranean, Mission, Cracker, Craftsman, Ranch and Tuscan styles.

II. PROHIBITED ARCHITECTURAL STYLES

A. While diversity and creativity in the design of the homes at Tomoka Reserve is encouraged, certain architectural styles are not considered appropriate. These include, but are not limited to Art Deco, A-frame, Adobe, Cabin design style, Gothic, or Southwestern/Pueblo. Buildings and their accessory structures shall be consistent with a common architectural theme.

B. The architectural themeshall be established by harmoniously coordinating the general appearance of all buildings andrelated structures.

III. EXTERIOR MATERIALS/ELEVATIONS

A. Architectural variation and variety of housing types and designswithin the neighborhood is encouraged. To facilitate this diversity the adjacent homes (the 2 adjacent homes on the same side of the street as well as the house across the street and its two adjacent homes) have to have a minimum of three different design elements of the following 10 elements

1. Roof color/materials
2. Roof pitchroof type (cable vs hip)
3. Skin/exterior finish materials
4. Color
5. Garage orientation/size
6. Porch size/location
7. Numberof stories
8. Window sizes/shapes
9. Window locations
10. Decorative elements

B. The front facade should include four to six individual design elements and blank walls shall be discouraged unless adequately landscaped. Front elevation walls cannot be all one material and/or allone color.

C. A mixtureof one-story and two-story homes willbe encouraged to vary the streetscapes.

D. PERMITTED EXTERIOR MATERIALS INCLUDE:

1. Stucco (cement-based or synthetic) -smooth or textured finished (including tabby finish)
2. masonry-stone, brick, split rock and a ceramic concrete block is permitted but must be finished with material that covers the concrete block and grout lines with a minimum of 3/8" thick material; Stone can be Manufactured, Natural, or Cast
3. Wood/fiber cement-timbers, boards, board and batten, tongue and groove solid wood siding and rough sawn lumber; Hardie board or other similar fiber cement products emulatingwood finishes
4. Other textures and materials will be evaluated on their own merit by the ARB. Artificial, simulated or imitation materials (e. g. aluminum siding, simulated brick from stucco, Masonite or composite board, etc.) are NOT permitted on the exteriors of a residence.

IV. ROOF

A. Acceptable roof materials for consideration include, heavy weight (30 year) composition shingles with significant dimensional texture, flat tile, "S" tile, slate tile, cedar wood shake, solar shingles and a high-quality standing seam metal roof. Copper and other metal roof products acceptable to the ARB are permitted for limited applications such as bay windows, process, cupolas, and dormers, or in accordance with specific architectural styles. Thermoplastic Polyolefin, PVC membrane or other similar roofing materials/roofing systems will be considered by the ARB on a case-by-case basis for properties developed with ultramodern or contemporary homes that incorporate a flat roof.

B. Roof lines will be variable using varied roof styles, pitches, projections, gables, and hips. Roof pitches shall be between 0 to 6:12. Dormers may have a roof pitch outside the above range. Flat roofs or flat roof with a parapet may be approved if it is a part of an integral design element such as with ultra-modern or contemporary designs. The roof pitch for primary structures should reflect the selected architectural style forthe home.

C. Roof structures may be conventionally framed or constructed of prefabricatedtrusses.

V. WALL PLATES

A. The minimum wall plate heights shall be 9'-0" in main living areas on the first floor. The second-floor wall plate height must be no less than 9'-0" above the first-floor wall plate. Garages must have a minimum plate height of 8'-0".

VI. DRIVEWAYS

A. Driveways shall be stone, paver style materials, or concrete. Asphalt is NOT permitted.

VII. GARAGES

A. Three types of garages are permitted: front-entry, side entry, and accessory garage buildings.

VIII. FENCES

A. The following fence materials are permitted: wood, black wrought iron, high-quality aluminum, and white PVC. Perimeter fencing along rear or side (from front of house to rear property line shall be a maximum height of 6 feet. Fencing along the front property line or side property lines from the front of the house to the front property line shall have a maximum height of 4 feet. This "front yard" fencing must be decorative (no solid fences) and if a wood fence is utilized it must be painted.

IX. LANDSCAPE

A. All disturbed areas on the lot must be irrigated (unless xeric plantings are utilized), and landscaped with either trees, plants or sod including to the back of curb along the street and to the edge of clearing for natural areas and the water's edgefor lots along pondbanks. All landscaped bedsshall be mulched.

X. MODIFICATIONS

A. All modifications to the above shall be submitted to the ARB for consideration of approval. The above are general guidelines. Tomoka Reserve development will have an enhanced focus on the environment, climate changeand sustainability, along withprotectingand enhancingfuturevalues.





A MODERN ARCHITECTURAL ELEVATIONS







B FARMHOUSE ARCHITECTURAL ELEVATIONS









C MEDITERRANEAN ARCHITECTURAL ELEVATIONS

ZEV COHEN & ASSOCIATES, INC.
2467 VISTA PARKWAY, SUITE C
WEST PALM BEACH, FL 33411
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. | DATE | BY | SUBMITTALS / REVISIONS

TOMOKA RESERVE
PLANNED DEVELOPMENT
ARCHITECTURAL EXHIBIT

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 21087
DESIGNED BY: NR
DRAFTED BY: —
CHECKED BY: RH

DRAWING FILE: P02-P08_21087 ODP
XREFS: 21087_BASE.DWG
XREFS: 21087_SURV.DWG

SHEET: PD8 OF 10

CITY COMMISSION STAFF REPORT
Issuance of a Development Order
Tomoka Reserve
Planned Residential Development
Project Number: PRD 2022-043

CITY COMMISSION DATE:	March 13, 2026 (1st reading) March 24, 2026 (2nd reading)
APPLICANT:	Triumph Oaks of Ormond Beach I, LLC
PROPERTY OWNER:	Triumph Oaks of Ormond Beach I, LLC
LOCATION:	20 Tomoka Oaks Boulevard
REQUEST:	Issuance of a development order for 254 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements.
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application for the issuance of a development order for the Tomoka Reserve subdivision. The application seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.

SECTION 2, BACKGROUND:

The subject property has a land use designation of "Low Density Residential" (LDR) and the zoning classification of Planned Residential Development.

The uses around the subject property are as follows:

EXHIBIT 1: Land uses and zoning

Direction	Current Land Uses	Future Land Use Designation	Zoning
North	Single-Family Residential	"Low Density Residential"	R-2, Single-Family Low Density
South	Single-Family Residential	"Low Density Residential"	R-2, Single-Family Low Density
East	Single-Family Residential	"Low Density Residential"	R-2, Single-Family Low Density
West	Single-Family Residential	"Low Density Residential"	R-2, Single-Family Low Density

Maps of the subject property are included in Attachment 1. The land area for the application was platted in 1961 as the Sam Snead Golf and Country Club.

On September 19, 2006, the City Commission approved Ordinance 2006-17 that authorized the following:

A. Zoning map amendment from R-2, Single-Family Low Density to PRD, Planned Residential Development;

B. The Tomoka Oaks Golf Village development order;

C. Development of 119 multi-family units (townhomes and condominiums) and 3 single-family homes, along with a redesigned golf course; and

D. A phasing plan for site development.

The project development order expired in 2014 due to a lack of permit activity. Because there was no construction, none of the development order conditions were implemented. The applicant purchased the property in 2021 and has sought to implement a new development order to provide development entitlements for the property.

The applicant submitted a Planned Residential Development site plan in April of 2022. The site plan was reviewed by the Site Plan Review Committee, and the applicant conducted a neighborhood meeting. The site plan initially proposed 276 lots, which were reduced to 272 lots of various dimensions. The Planning Board conducted public hearings on July 13, August 16, and September 26, 2023 and recommended the application be

denied. At a public hearing on November 7, 2023, the City Commission voted to remand the matter to the Planning Board to address concerns related to density, traffic, compatibility with surrounding neighborhoods, lot sizes, and the natural buffer.

SECTION 3, PROJECT PROCESS:

The Applicant has revised the application and is seeking the issuance of a development order for 254 lots for the development of single-family residences and associated site improvements. Public hearings will be held on March 13, 2026 (6:00 PM) and March 24, 2026 (7:00 PM).

Planned Residential Development (PRD) Development Order

The Planned Residential Development (PRD) development order process requires the applicant to provide a holding capacity analysis, flood zone information, proposed lot layout, recreation areas, generalized stormwater areas, road layouts, and landscaping buffers. The PRD development order does not require the applicant to provide detailed engineering information regarding the application. Detailed engineering work is not completed until the preliminary plat approval process. The application for a development order is reviewed against the criteria in the analysis section. The PRD development order becomes a contract between the developer and the city and identifies the overall development concept, the number and size of lots, and the location of the lots.

Subdivisions with an approved Planned Residential Development (PRD) development order would proceed to preliminary and final platting. A preliminary plat provides the detailed subdivision construction site plans prepared by the applicant's engineer and would include stormwater management plan, utilities, lot grading, roadway design, and landscape plans. The final plat is a legal document that is reviewed by an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Both preliminary and final plats are reviewed and acted upon by the Site Plan Review Committee.

SECTION 4, PROJECT DESCRIPTION:

The application seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements. The project is summarized below:

1. **Project Size.** The total project size is 147.94 acres.
2. **Conceptual Site Plan.** The Applicant has submitted a conceptual site plan, dated February 25, 2026, to depict a potential configuration of the subdivision, including the proposed location of the single-family lots, along with the perimeter buffer areas and site-access points, subject to the terms and conditions of the final PRD development order.
3. **Use**. The subdivision shall consist of dwelling, single-family, detached.
4. **Units and Density**. The maximum number of single-family lots is 254. The subdivision density is proposed at 1.72 units per acre.
5. **Preliminary Plat.** The project shall be required to obtain a preliminary plat and provide detailed engineering plans for review by the Site Plan Review Committee.

6. **Lots and Dimensional Standards**. The subdivision would contain "perimeter lots" that abut the existing Tomoka Oaks subdivision (separated by a 50-foot buffer) and "interior lots" that are internal to the Tomoka Reserve subdivision.

   (a) ***Perimeter Lots***

   1. Minimum Lot Size: 80' wide by 120' deep
   2. Minimum Lot Area: 9,600 square feet
   3. Minimum Rear Yard: 20'
   4. Minimum Rear Yard (accessory structures): 5'
   5. Minimum Side Yard: 8' (to total 20' for both yards)
   6. Minimum Side Yard (accessory structures): 5'
   7. Minimum Side Yard (corner lots): 20'
   8. Minimum Front Yard: 25'
   9. Minimum Porch/Garage Setback: 15'
   10. Maximum Building Lot Coverage: 50%
   11. Maximum Impervious Surface: 75%
   12. Maximum Building Height: 35'
   13. Minimum Home Size: 1,700 square feet

   (b) ***Interior Lots***

   1. Minimum Lot Size: 60' wide by 120' deep
   2. Minimum Lot Area: 7,200 square feet
   3. Minimum Rear Yard: 20'
   4. Minimum Rear Yard (accessory structures): 5'
   5. Minimum Side Yard: 7.5'
   6. Minimum Side Yard (accessory structures): 5'
   7. Minimum Side Yard (corner lots): 15'
   8. Minimum Front Yard: 25'
   9. Minimum Porch/Garage Setback: 15'
   10. Maximum Building Lot Coverage: 50%
   11. Maximum Impervious Surface: 75%
   12. Maximum Building Height: 35'
   13. Minimum Home Size: 1,700 square feet

7. **Phasing.** The preliminary plat application shall include a subdivision phasing schedule, which schedule may be subsequently modified and administratively approved by the Site Plan Review Committee as a minor amendment.

8. **Model Homes**. A maximum of 16 model homes shall be allowed within the new development. Model homes are allowed to be started after a stabilized road is

constructed and water and sewer clearances have been obtained, which may be before final plat acceptance.

9. **Gated Community**. The project is proposed to have a gated access point for vehicles and to allow pedestrian access into the subdivision. Private, gated subdivisions are required to provide easements to the city through the platting process for access and maintenance of the utilities servicing the proposed development. The streets, sidewalks, and stormwater system would be privately owned and maintained by the homeowner's association created for the subdivision. Changing from a gated to non-gated (public) subdivision would be considered a minor amendment reviewed and acted upon by the Site Plan Review Committee.

10. **Emergency Access Easement**. Emergency access to the residential subdivision will be provided via the easement access area across that certain lot owned by the applicant located at 100 N. St. Andrews Drive (Parcel ID: 3242-10-20-0150), as depicted on the conceptual plan for the updated site plan, and it shall have a stabilized base and a grass surface for emergency vehicular access only. Construction details for the emergency access connection point will be finalized during the preliminary plat process.

11. **Perimeter Buffer**. A 50-foot vegetative buffer shall be established around the perimeter of the Property (i.e., those areas abutting existing lots in the surrounding Tomoka Oaks subdivision). The perimeter buffer area will include five (5) trees and fifty (50) shrubs per every 100 linear feet of open space, as more fully set forth in the Buffer Planting Plan set forth in Section III of the Tomoka Reserve Buffer Planting and Maintenance Plan, dated September 6, 2023, and existing vegetation in this buffer area shall count towards the minimum landscaping requirements. There shall be no mitigation assessments for removal of specimen trees on individual lots that is necessary for construction of single-family homes authorized for the proposed development. The project will ensure that irrigation is installed for the expanded vegetative buffer area, and the City of Ormond Beach shall provide an irrigation source of reclaimed water for the 50-foot vegetative buffer.

12. **Natural Preservation Area**. At least twenty (20) percent of the Property shall be left in a natural state, without any improvements other than new plantings or stormwater retention areas. This natural preservation area may include the perimeter buffer area, stormwater retention and designated conservation areas within individual lots or common areas, but it shall not include any classified wetlands.

13. **Recreational Area**. No indoor recreation areas shall be required, provided that the final development plan includes an additional thirty (30) square feet per unit of outdoor active recreation space, the final design of which shall be depicted on the preliminary plat.

14. **Sidewalks**. Sidewalks within the development shall be installed on both sides of the streets located within the subdivision. Additionally, prior to receiving a certificate of occupancy for the first home, sidewalks shall be constructed along both sides of Tomoka Oaks Boulevard from the proposed subdivision to Nova

Road, provided that there is existing right-of-way that is sufficient to install the sidewalks.

15. **Stormwater**. Final stormwater design shall be depicted on the preliminary plat, the location of which may be included in the required natural preservation areas for the development, as more fully set forth herein.

16. **Fences**. Fencing requirements for the single-family homes in the new subdivision shall be as follows:

    - The following fence materials are permitted: Wood, black wrought iron, high-quality aluminum, and white PVC.
    - Perimeter fencing along rear or side (from front of the house to rear property line shall be a maximum height of 6 feet.
    - Fencing along the front property line or side property lines from the front of the house to the front property line shall have a maximum height of 4 feet. This "front-yard" fencing must be decorative (*i.e.,* no solid fences) and, if wood is utilized, it must be painted.

17. **Architecture**. Final architectural elevations for the single-family homes will be consistent with those depicted on page 8 of Exhibit C to the 2023 PRD Development Order (which elevations shall be included as part of the Revised PRD Development Order). An architectural review committee will be established by the applicant for the governing homeowner's association for the residential subdivision to ensure that final architectural elevations of all homes and any modifications are consistent with the permitted architectural styles and exterior materials. The submittal of building permit applications for the construction of new homes or exterior modifications to existing homes shall include written documentation from the architectural review committee that all architectural conditions have been satisfied

18. **Off-Site Transportation Improvements & Impact Fee Credits**.

    (a) ***New Traffic Signal (Nova Road & Tomoka Oaks Blvd.):*** Within forty-five (45) days after approval of the preliminary plat for the first phase, the applicant will apply for permits to install a new traffic signal at the intersection of Nova Road and Tomoka Oaks Boulevard, subject to the review and approval of the Florida Department of Transportation. Prior to the issuance of the first certificate of occupancy within the development, the traffic signal at Nova Road and Tomoka Oaks Boulevard must be completed and functioning, or otherwise fully bonded, and the full cost of constructing said traffic signal system must be deposited with the City of Ormond Beach and held in escrow for the payment of said construction costs.

    (b) ***"Diamond" Intersection (St. Andrews Dr. & Tomoka Oaks Blvd.):*** The applicant will construct roadway improvements to modify the existing drive aisle at the "diamond" intersection of St. Andrews Drive and Tomoka Oaks Boulevard for the purpose of resolving turning radius conflicts for emergency vehicles at the intersection, provided that the City provides sufficient right-of-

way for "softening" the corners of the "diamond." The applicant will also install additional landscaping, of its own choosing, adjacent to the right-of-way for the drive aisle after construction of the proposed roadway improvements. Subject to the City's provision of sufficient right-of-way for the proposed improvements.

(c) ***Impact Fee Credits:*** The City of Ormond Beach shall provide roadway impact fee credits to the applicant in the amount of $864.59 per home in exchange for its agreement to construct the new traffic signal and "diamond" intersection improvements, as detailed above.

19. **Hours of construction**. On-site construction activities shall be from 7:00 a.m. to 7:00 p.m., Monday through Saturday, with no outside construction activities on Sundays.
20. **Utilities**. Detailed water and sewer connections shall be provided at the time of the Preliminary plat application submittal. The applicant shall be permitted to use re-use irrigation, as available, with a supplemental well as needed.
21. **Flood Zone.** The property lies within Flood Zone X (area of minimal flood hazard).
22. **Historic Trees.** The project narrative letter states that 16 historic trees within the property will be saved.
23. **Expiration Date.** The development order expiration would be five (5) years from the date of City Commission approval. If the development order were to expire, a zoning map amendment would need to occur to ensure the property had a city zoning designation.

SECTION 4, CRITERIA FOR REVIEW:

The following are the review criteria from the Land Development Code:

Planned Residential Development Criteria

Section 2-35, Chapter 2, Article II of the Land Development Code details the requirements of a Planned Residential Development:

1. Section 2-35(d)(3) of the Land Development Code states: "All structures shall be set back a minimum of forty feet (40') from the project's perimeter boundaries unless natural or manmade features, such as lakes, creeks, wooded or conservation areas are present. Where a project abuts a collector or arterial street, the setback requirement may be increased if an effective buffering treatment cannot be provided between the street and residential use."

   The project has established a 50' vegetative buffer around the entire perimeter of the property and meets this requirement.

2. Section 2-35(h)(3) of the Land Development Code states, "Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the city commission and replaced at a minimum as follows:

   a. Sixty (60) square feet per unit of outdoor active recreation space in compliance with this section in lieu of the indoor recreation floor area requirement;

   b. The open space and/or additional outdoor facilities must be compatible with adjacent

properties and the recreational facilities must be consistent with the needs of the project; and

c. The planning board and city commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of additional recreation facilities is appropriate and that indoor recreational facilities can be waived."

The applicant is providing additional square footage as outdoor recreation as permitted under Subsection 3a (above) in lieu of the indoor recreation requirement. The conversion of required indoor recreation to outdoor recreation has been permitted in other Planned Residential Developments such as Creekside, Southern Pines, Pineland, Tattersall, and RidgeHaven.

3. Section 2-35(h)(4) of the Land Development Code states, "Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units."

   The updated site plan project is required to provide a total of 30,480 square feet of outdoor recreation area. The project is proposing recreational area throughout the project that meets the requirements of this section. The recreational amenities shown from the 2023 site plan are a multi-purpose field, pickle-ball courts, playgrounds, pavilions, an outdoor exercise area, and picnic tables with the final design occurring at the preliminary plat.

4. Section 2-35(h)(7) of the Land Development Code states, "Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit.

   a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the City Commission, common open space may be dedicated to the use of the general public.

   b. Common open space must be adequately landscaped and irrigated.

   c. Natural features worthy of preservation shall be left in a natural state;

   d. Water bodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetlands areas may not be included in this calculation;"

   The project is required to provide 7,620 square feet of common space. The applicant has provided the common open space throughout the project.

5. Section 2-35(h)(8) of the Land Development Code states: "Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas."

   As shown on the 2023 site plan, the project is proposing that 34 acres of the site remain in a natural state where the Land Development Code requirement is 29.6

acres. The project proposes a 50-foot natural buffer around the boundary of the site.

6. Other Uses. Section 2-35(b)(2) of the Land Development Code allows other uses within planned residential developments.

   The only use proposed is single-family residential. No other uses are proposed.

Section 2-35(j)(4) of the Land Development Code states:

> "In considering an application for a PRD, the planning board may recommend approval, approval with conditions, or disapproval and the city commission may base its conditions of approval or denial of the issuance of a development order on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:"

a) Innovative Site Design

The applicant submittal states: "In designing the proposed redevelopment plan, the Applicant took great measures to ensure the project would complement the surrounding area and integrate with the surrounding residential neighborhood." The proposed application provides additional site amenities beyond those of a standard subdivision, including open space, recreational facilities, and architectural and landscape design for the lots.

The updated site plan and conditions provide a 50-foot vegetative buffer that would be irrigated and traffic improvements that include sidewalks, work to the "diamond" intersection (St. Andrews Drive & Tomoka Oaks Boulevard), and a traffic signal at Nova Road and Tomoka Oaks Boulevard. The site design and conditions within the application provide a higher level of amenities than normally found for permitted uses in traditional zoning districts.

b) Coordinated Architectural Design

The Tomoka Reserve project shall have an Architectural Control Committee tasked with enforcing the architectural design guidelines detailed in the proposed ordinance.

c) Open Space, Recreation, Common Areas

The project has exceeded the space required for open space, recreation, and common areas. The project has preserved 23% of the land area, as detailed in the 2023 site plan submittal. The applicant is providing a recreation area and common open space. The total area for open space, recreation, and stormwater is 67.84 acres or 46% of the overall property.

d) Coordinated Streetscape Elements

The site plan submittal shows the subdivision entry feature. The project would be required to provide streetscape elements such as street tree plantings.

City Commission Criteria

Section 1-18(e) of the Land Development Code provides the criteria for the issuance of a development order (criteria in bold):

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

   The applicant has provided the required information regarding lot sizes and layout, street locations, buffer requirements, traffic impacts, stormwater planning, and Planned Residential Development requirements. Please note that site-specific information (stormwater, lighting details, and landscaping details) shall be provided with preliminary and final plat applications. The application exceeds the requirements of site buffering, recreational amenities, and common space. Planning staff concludes that the application would not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The property is designated “Low Density Residential” on the City’s Future Land Use Map. The Future Land Use Element of the Comprehensive Plan states:

   Low Density Residential (LDR)

   Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

   Density: up to 4.3 units per acre

   Maximum FAR: 0.2

   The following is a list of the Comprehensive Plan Objectives and Policies pertaining to the proposed PRD:

   Future Land Use Element

   GOAL 1. LAND USE DISTRIBUTION

   FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

   THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH

SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.1.14.

Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development, and walkable residential areas.

POLICY 2.4.7.

Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas where services and facilities exist or are planned.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet the existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

The Comprehensive Plan contains policies that can support the proposed project or be used to deny the project. It is important to note that the land use density allows 4.3 units per acre and the proposed density is 1.72 units per acre. Planning staff concludes that the proposed development, as conditioned, 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.**

   The project has prepared an environmental summary. The property would be subject to environmental remediation of the former golf course, which would be monitored by the Florida Department of Environmental Protection. The subject property has no on-site wetlands or floodplains. The updated site plan authorizes the use of reuse water for irrigation for the 50-foot natural buffer.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; deprive adjoining properties of adequate light and air; or create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The updated site plan and project conditions provides open space, natural areas, buffers, stormwater management, and a recreational area that exceed the requirements of subdivisions with traditional zoning designations. The project is providing off-site improvements including a sidewalk, re-construction of the St. Andrews Drive and Tomoka Oaks Boulevard diamond, and the construction of a new traffic signal at Nova Road and Tomoka Oaks Boulevard. Single-family houses abutting single-family houses should be considered similar uses and would not depreciate surrounding property values.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the development. Traffic and sidewalks were analyzed with the 2023 site plan submittal. The applicant agreed to sidewalks on both sides of Tomoka Oaks Boulevard and the reworking of the intersection of Tomoka Oaks Boulevard and Saint Andrews Street. Based on traffic study data and analysis, it was concluded that roadways and the intersection operate at an acceptable level of service at build-out. Based on state statutes, any impact of the project above the adopted level of service would require a proportionate fair share agreement. There is adequate water and wastewater capacity to serve the project. Finally, the project was reviewed by the Volusia County School Board, and school concurrency was approved for the zoning application.

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 5 includes a (1) Traffic Impact Analysis, (2) Response to comments, dated 06-07-2023, and (3) a technical memorandum, dated 06-07-2023. The technical memorandum summarizes the traffic analysis for the project. It is important to note that the subject property has a land use that allows residential use at 4.3 units per acre. Traffic analysis is focused on the impacts of traffic on intersections and roadways. Where intersections and roadway segments fail as a result of project trips, state law allows the project to pay its proportionate fair share to mitigate the project impacts. The analysis seeks to review and determine if a project diminishes the adopted level of services below the level of services adopted in the city's Comprehensive Plan. An independent traffic engineer, employed by the city, has reviewed and provided comments on the traffic impact analysis. The traffic analysis went above the city requirements and analyzed the local road traffic impact of the proposed development.

   It is understood that traffic and its impacts are a large part of any development. A professional traffic engineer has prepared an analysis of the project impacts that have been reviewed by a professional traffic engineer hired by the city. The analysis shows certain required improvements and a responsibility to pay a proportionate share for project impacts as required by state law. The analysis does not state that there will not be an increase in traffic impacts as the result of the Tomoka Reserve proposed subdivision. The analysis states that the increased impacts of the Tomoka Reserve subdivision are within the Level of Service standards allowed by the city and the payment of a proportionate share as allowed by state law.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   Natural and landscaped areas are provided around the entire perimeter of the project. The project is using a low-impact development technique of berming around the stormwater area. The site design is functional and uses the land area effectively.

8. **The proposed development provides for the safety of occupants and visitors.**

   The overall design indicates safe movement on the site. The proposed road and access layouts would be reviewed during the construction drawings of the preliminary plat.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The project is required to utilize a Homeowners' Association (HOA), which will institute an Architectural Control Committee to review construction plans within the development. The site plan outlines regulations governing the construction of

buildings and landscaping on individual lots to encourage aesthetics and harmony within the development.

10. **The testimony provided at public hearings**.

    There has been extensive testimony at past public hearings. There have been no public hearings regarding the updated February 25, 2026 site plan. The issuance of the development order has been scheduled for City Commission public hearings on March 13, 2026 (6:00 PM) and March 24, 2026 (7:00 PM).

SECTION 5, RECOMMENDATION:

It is recommended the City Commission **APPROVE** the issuance of a development order authorizing the development of up to 254 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements located at 20 Tomoka Oaks Boulevard.

Attachments:

Attachment 1:	Location, land use, and zoning maps
Attachment 2:	2026 updated site plan
Attachment 3:	2023 site plans
Attachment 4:	2023 applicant information
Attachment 5:	2023 Traffic Impact Analysis
Attachment 6:	2023 Planning Board minutes

ATTACHMENT 1

Location, land use and zoning maps



AERIAL MAP
20 TOMOKA OAKS BLVD
(324207000010)

Prepared By: The City of Ormond Beach
GIS Department - February 26, 2026

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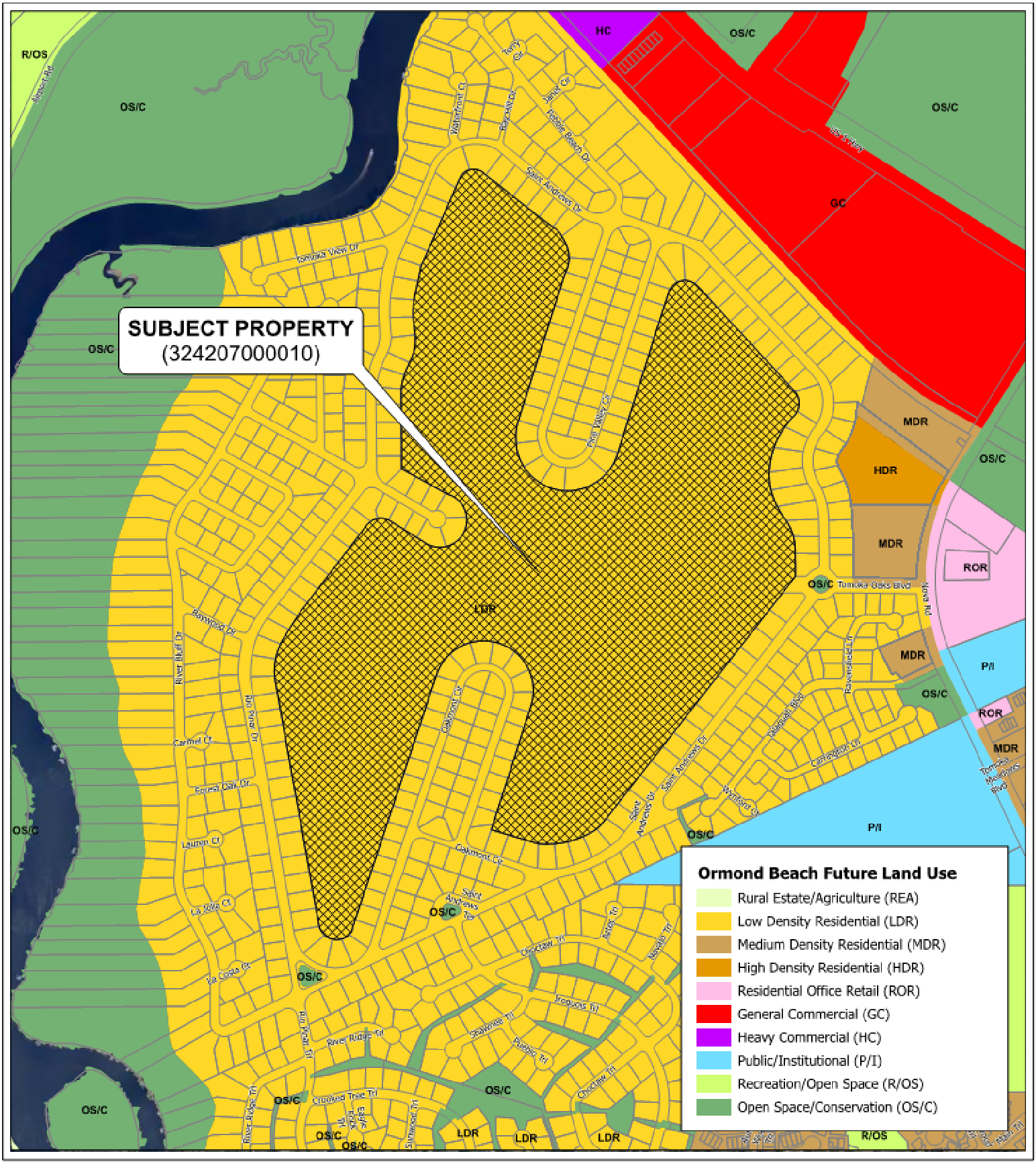

FUTURE LAND USE MAP
20 TOMOKA OAKS BLVD
(324207000010)

Prepared By: The City of Ormond Beach
GIS Department - February 26, 2026

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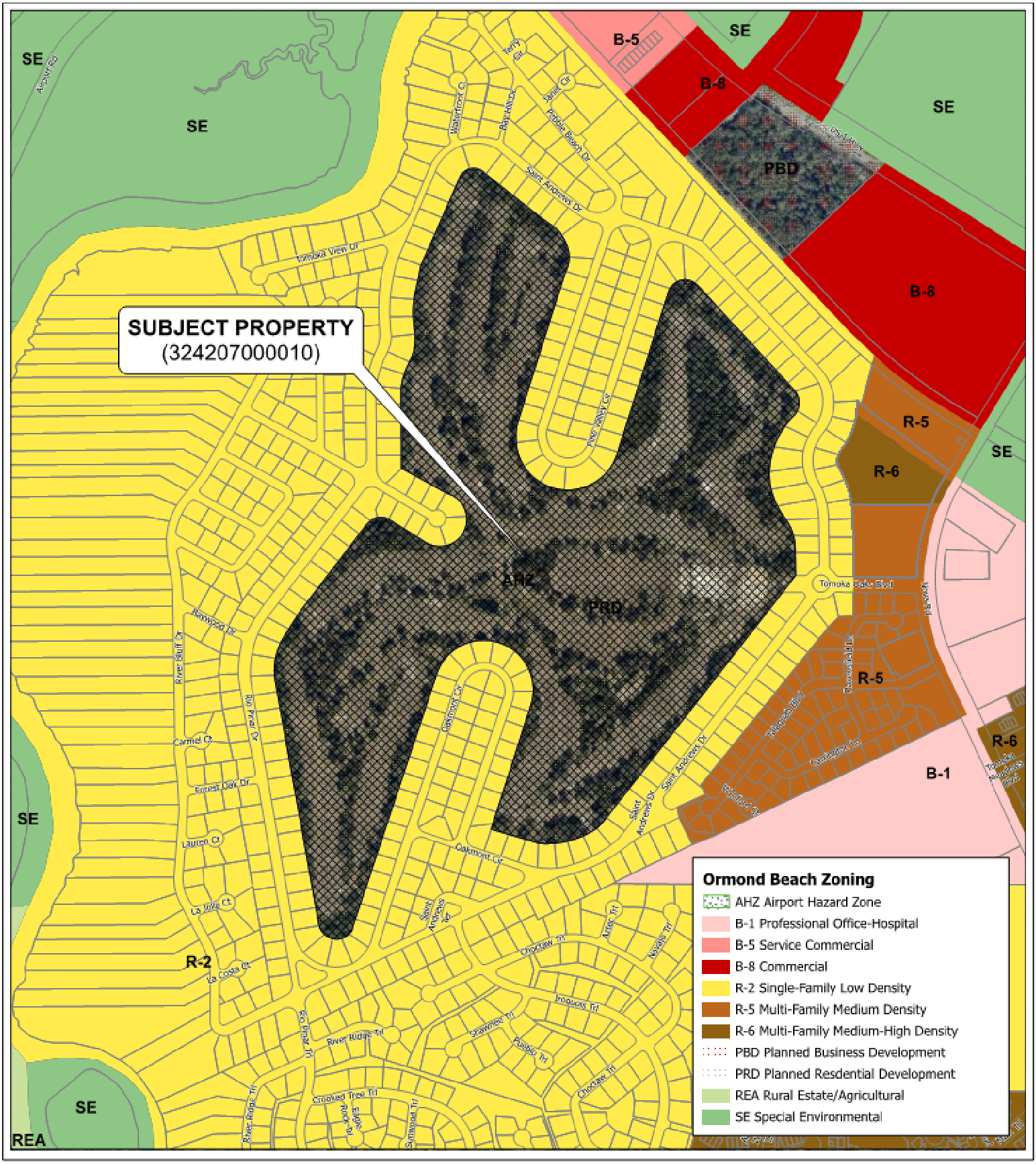

ZONING MAP
20 TOMOKA OAKS BLVD
(324207000010)

Prepared By: The City of Ormond Beach
GIS Department - February 26, 2026

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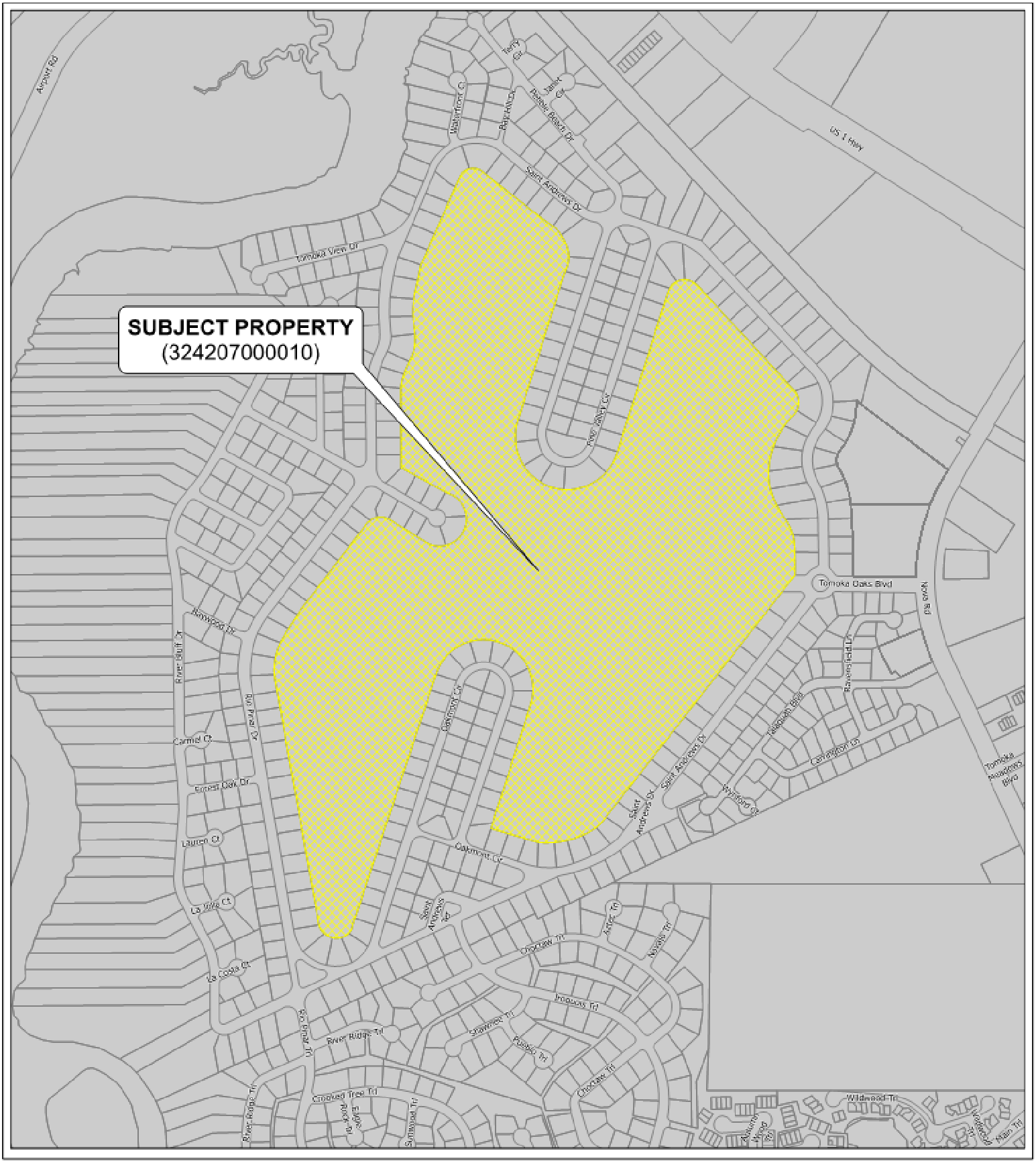

LOCATION MAP
20 TOMOKA OAKS BLVD
(324207000010)

Prepared By: The City of Ormond Beach
GIS Department - February 26, 2026

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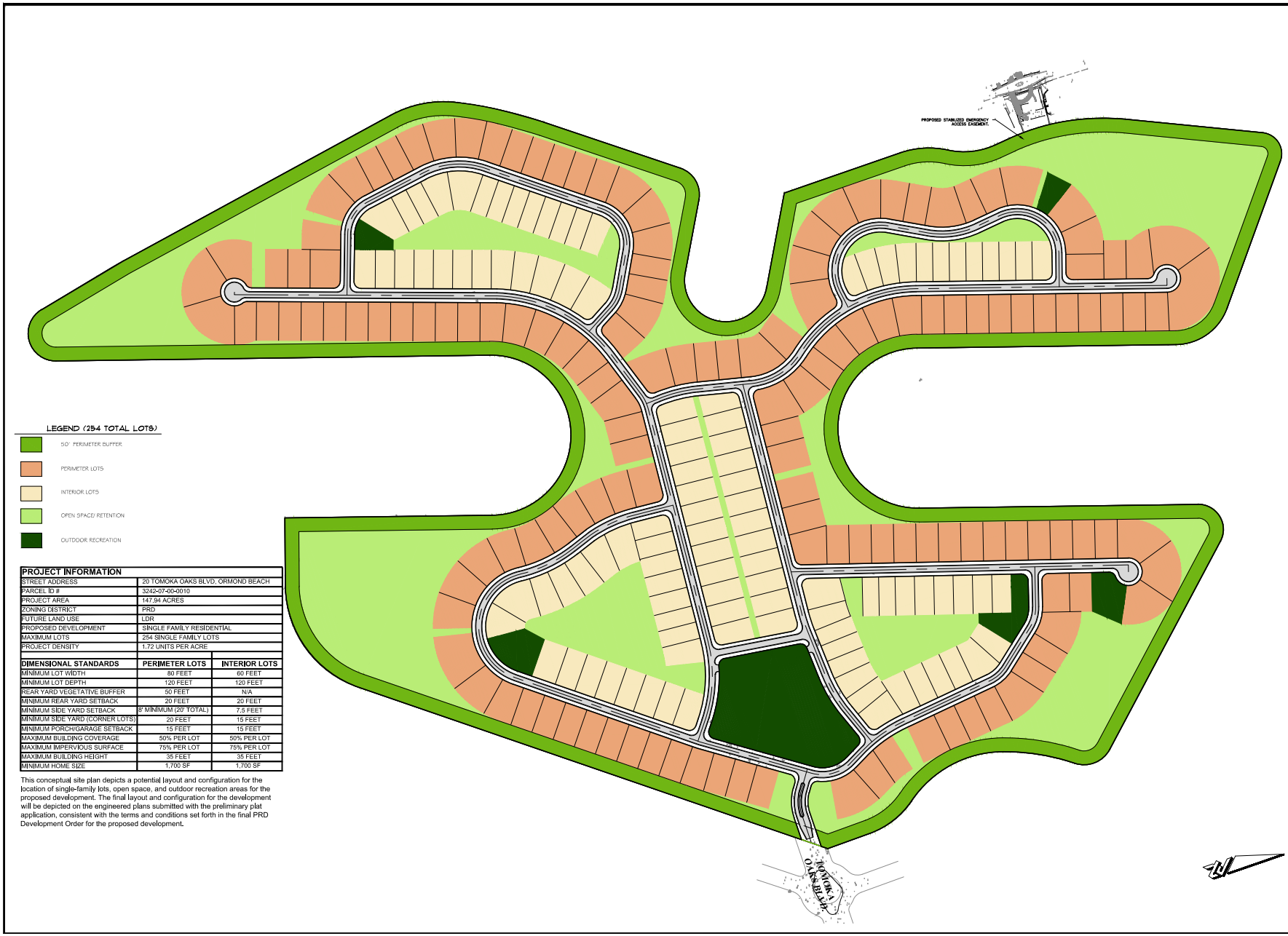
ATTACHMENT 2

Updated Site Plan

February 25, 2026



LEGEND (254 TOTAL LOTS)

- 50' PERIMETER BUFFER
- PERIMETER LOTS
- INTERIOR LOTS
- OPEN SPACE/ RETENTION
- OUTDOOR RECREATION

PROJECT INFORMATION		
STREET ADDRESS	20 TOMOKA OAKS BLVD, ORMOND BEACH	
PARCEL ID #	3242-07-00-0010	
PROJECT AREA	147.94 ACRES	
ZONING DISTRICT	PRD	
FUTURE LAND USE	LDR	
PROPOSED DEVELOPMENT	SINGLE FAMILY RESIDENTIAL	
MAXIMUM LOTS	254 SINGLE FAMILY LOTS	
PROJECT DENSITY	1.72 UNITS PER ACRE	
DIMENSIONAL STANDARDS	**PERIMETER LOTS**	**INTERIOR LOTS**
MINIMUM LOT WIDTH	80 FEET	60 FEET
MINIMUM LOT DEPTH	120 FEET	120 FEET
REAR YARD VEGETATIVE BUFFER	50 FEET	N/A
MINIMUM REAR YARD SETBACK	20 FEET	20 FEET
MINIMUM SIDE YARD SETBACK	8' MINIMUM (20' TOTAL)	7.5 FEET
MINIMUM SIDE YARD (CORNER LOTS)	20 FEET	15 FEET
MINIMUM PORCH/GARAGE SETBACK	15 FEET	15 FEET
MAXIMUM BUILDING COVERAGE	50% PER LOT	50% PER LOT
MAXIMUM IMPERVIOUS SURFACE	75% PER LOT	75% PER LOT
MAXIMUM BUILDING HEIGHT	35 FEET	35 FEET
MINIMUM HOME SIZE	1,700 SF	1,700 SF

This conceptual site plan depicts a potential layout and configuration for the location of single-family lots, open space, and outdoor recreation areas for the proposed development. The final layout and configuration for the development will be depicted on the engineered plans submitted with the preliminary plat application, consistent with the terms and conditions set forth in the final PRD Development Order for the proposed development.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
AMES, FLORIDA 32714
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE CONCEPTUAL SITE PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF ORMOND BEACH

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: JS/MM
CHECKED BY: JS
DRAWING FILE: 07_21067 EXHIBITS (PD)ATION
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

2/25/26

NOT VALID WITHOUT SEAL

SHEET: EX1 OF 01

ATTACHMENT 3

2023 PRD site plan submittal

TOMOKA RESERVE

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT

OWNER:
TRIUMPH OAKS OF ORMOND BEACH I, LLC
7765 LAKE WORTH ROAD, BOX 320
LAKE WORTH, FL 33467
PHONE NUMBER: (561) 704-1959
FAX NUMBER
CONTACT PERSON: SHELDON RUBIN
e-mail: sheldonwrubin@gmail.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRIS ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE NUMBER: (386) 761-5385
FAX NUMBER
CONTACT PERSON: JOE ZAPERT
e-mail: Jzapert@sligerassociates.com

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE RD
SOUTH DAYTONA, FL 32119
PHONE NUMBER: (386) 756-1105
FAX NUMBER: (386) 760-4067
CONTACT PERSON: BRIAN POHL
e-mail: Bpohl@universalengineering.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, R.L.A.
e-mail: jstehr@zevcohen.com

ATTORNEY:
COBB COLE
149 S. RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
PHONE NUMBER: (386) 255-1811
FAX NUMBER: (386) 253-1746
CONTACT PERSON: ROB MERRELL
e-mail: rob.merrell@cobbcole.com

PROJECT DESCRIPTION:

ISSUANCE OF A DEVELOPMENT ORDER TO ALLOW 272 SINGLE-FAMILY LOTS AND ASSOCIATED SITE IMPROVEMENTS.

SITE INFORMATION:	
SITE ADDRESS:	20 TOMOKA OAKS BLVD., ORMOND BEACH, FL 32174
PROJECT AREA:	147.94 ACRES
TAX PARCEL I.D. #:	324207000010
ADJACENT ZONING	R2
EXISTING ZONING:	PRD-EXPIRED
PROPOSED ZONING:	PRD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	RESIDENTIAL FAMILY
EXISTING FUTURE LAND USE:	LDR
MAXIMUM UNIT/LOT COUNT:	272
MAXIMUM MODEL HOME COUNT:	16
UNIT/LOT DENSITY:	1.83 PER ACRE
LOT TYPE	VARIES
REQUIRED LANDSCAPE BUFFER(S):	50 FT. MINIMUM
MINIMUM LOT DEPTH:	120 FT.
MINIMUM LOT WIDTH:	60 FT.
MAXIMUM BUILDING HEIGHT	35 FT.
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH

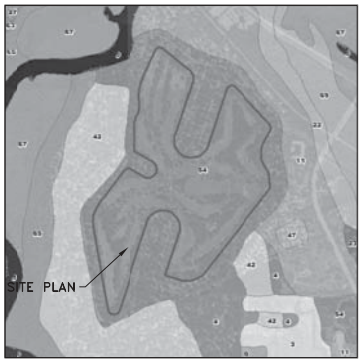
NOTES:
1. PROJECT MAY BE PHASED. PHASING PLAN WILL BE PROVIDED AT SITE PLAN APPROVAL.
2. ALL CONSTRUCTION TRAFFIC SHALL UTILIZE TOMOKA BLVD. AND NOVA ROAD ONLY
3. CONSTRUCTION ACTIVITIES SHALL ONLY BE ALLOWED ON MONDAY THROUGH SATURDAY BETWEEN THE HOURS OF 7:00 A.M. TO 7:00 P.M.
4. PEDESTRIAN ACCESS THROUGH THE SECONDARY ACCESS MAY BE PROVIDED BUT SHALL NOT BE REQUIRED. FINAL DESIGN AND LAYOUT TO BE COORDINATED DURING SUBDIVISION REVIEW
5. THE PERIMETER BUILDING SETBACK SHALL BE NO LESS THAN 50' FROM THE PROJECT BOUNDARY PER L.D.C.
6. MODEL HOMES INCLUDED IN 272 TOTAL PROPOSED UNITS
7. TYPE 6 BUFFER AS MODIFIED PER TOMOKA RESERVE BUFFER PLANTING AND MAINTENANCE PLAN SEP. 6, 2023.
8. EXISTING VEGETATION NATURAL VEGETATION WITHIN THE BUFFER WILL BE UTILIZED TO MEET THE MINIMUM STANDARDS. AT TIME OF CONSTRUCTION IF EXISTING NATURALLY OCCURRING LANDSCAPE IS INSUFFICIENT (BY CITY OF ORMOND BEACH LANDSCAPE ARCHITECT) SUPPLEMENTAL PLANTINGS WILL BE PROVIDED.
9. PROPOSED ENTRANCE WILL BE GATED TO VEHICULAR ACCESS. PEDESTRIAN ACCESS IS STILL PROVIDED THROUGH MAIN ENTRANCE AND EMERGENCY ACCESS.



VICINITY MAP
SCALE: 1" = 2000'



ZONING MAP
SCALE: 1" = 1000'
CURRENT ZONING FOR THIS SITE IS: PRD



SOILS MAP
SCALE: 1" = 1000'



FLOOD ZONE MAP
SCALE: 1" = 1000'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 0-WATER; 3-ARENTS; 4-ASTATULA FINE SAND, 0 TO 8 PERCENT SLOPES;11-BULOW SAND, 0 TO 5 PERCENT SLOPES; 22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARMTON FINE SAND;37-ORSINO FINE SAND, 0 TO 5 PERCENT SLOPES; 42-PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES; 47-PITS; 54-QUARTZIPSAMMENTS, GENTLY SLOPING; 63-TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES; 65-TERRA CEIA MUCK; 67-TURNBULL MUCK; 69-TUSCAWILLA FINE SAND

THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS 12127C0211K AND 12127C0212K FEE 9/29/2017

SHEET INDEX:

PD1	COVER SHEET
PD2	OVERALL DEVELOPMENT
PD3	OPEN SPACE PLAN
PD4	SIGN PLAN
PD5/PD6	NATURAL PRESERVATION + BUFFER PLAN
PD7	TYPICAL LOT LAYOUT
PD8	ARCHITECTURAL EXHIBIT
PD9	STORMWATER AND UTILITY PLAN
PD10	AMENITY PLAN
VT1	VEHICLE TURN PLAN

LEGAL DESCRIPTION:

SAN SNEAD GOLF AND COUNTRY CLUB, A PART OF THE THOMAS FITCH GRANT, LYING WESTERLY OF THE FLORIDA EAST COAST RAILWAY, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS REVISIONS

TOMOKA RESERVE
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067 PD
DESIGNED BY: KTR
DRAFTED BY: MRM
CHECKED BY: KTR
DRAWING FILE: PD1_21067.DGN

KRISTOPHER T. ROWLEY, P.E., FL #66263
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SHEET: PD1 OF 10



LOT LEGEND (272 LOTS)

SYMBOL	MINIMUM LOT SIZES:	LOTS	LOT %
	60' X 120'	115	(42%)
	80' X 125'	157	(58%)

LAND USE LEGEND (147.94 ACRES)

SYMBOL	NOTES	ACRES	PERCENTAGE
	50' LANDSCAPE BUFFER	19.90	(13.45%)
	OPEN SPACE	23.04	(15.58%)
	DRAINAGE/HABITAT	15.56	(10.52%)
	OUTDOOR RECREATION/ COMMON OPEN SPACE	9.34	(6.31%)
	LOTS	62.46	(42.22%)
	ROW	17.64	(11.92%)

CONCEPT LEGEND

EMERGENCY ACCESS THRESHOLD

NOTE: THE LOT SIZES SHOWN WITHIN THIS PLAN ARE CONCEPTUAL AND WILL COMPLY TO THE WIDTH RANGES PROVIDED WITHIN LEGEND. THE MAXIMUM LOT COUNT SHALL NOT EXCEED 272 UNITS. THE LOT WIDTHS CAN DEVIATE FROM THE PROVIDED RANGES IF THEY INCREASE IN SIZE AND DEPTH.
NOTE: ADDITIONAL PEDESTRIAN ACCESS MAY BE PROVIDED TO TOMOKA OAKS LOTS WITH AN EASEMENT APPROVED BY THE INDIVIDUAL TOMOKA OAKS PROPERTY OWNER.
NOTE: TURN LANE SIZES SHALL BE DETERMINED AT THE TIME OF PERMITTING.
NOTE: SIDEWALK LOCATION IS SHOWN AS CONCEPTUAL, ACTUAL LOCATION TO BE DETERMINED AT SITE PLAN PERMTTING.

0 100 200 300 400
SCALE : 1" = 200'

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NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE
PLANNED DEVELOPMENT
OVERALL DEVELOPMENT

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: JS/MM
CHECKED BY: JS
DRAWING FILE: PD2-FOR_21067 ODP
XREFS: 21067_BASE.DWG
XREFS: 21067_SURV.DWG

KRISTOPHER D. ROWLEY, P.E. FLORIDA NO. 81435
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SHEET: PD2 OF 10

LAND USE LEGEND (147.94 ACRES)

SYMBOL	NOTES	ACRES	PERCENTAGE
	50' LANDSCAPE BUFFER	19.90	(13.45%)
	OPEN SPACE	23.04	(15.58%)
	DRAINAGE/HABITAT	15.56	(10.52%)
	OUTDOOR RECREATION/ COMMON OPEN SPACE	9.34	(6.31%)



MINIMUM ON SITE RECREATION FACILITIES

	REQUIRED	PROVIDED
RESIDENTIAL UNITS	272	272
MINIMUM ACTIVE OUTDOOR RECREATION REQUIRED CALCULATION: 90 S.F. * 272 UNITS = 24,480	24,480 SQFT	140,000 SQFT MIN.
MINIMUM COMMON ACCESSIBLE OPEN SPACE CALCULATION: 30 S.F. * 272 UNITS = 8,160	8,160 SQFT	266,850 SQFT MIN.

Ⓐ 5.0' WIDE PEDESTRIAN SIDEWALK
4" THICK 2500 P.S.I.
6" THICK AT DRIVEWAY

Ⓑ 6" ABOVE CENTERLINE ROAD GRADE

Ⓒ SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570. 1' SOD STRIP REQUIRED ADJACENT TO CURB AND AROUND DRAINAGE STRUCTURES.

Ⓓ 4' WIDE AREA WITH MAX. SLOPE OF 1¼ FEET

Ⓔ CONCRETE MIAMI CURB, 2500 P.S.I.

Ⓕ ASPHALT PAVEMENT: 1-1/2" ASPHALT INTUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500.

Ⓖ BASE: 6" LIMEROCK LBR 100 COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. OR 6" CRUSHED CONCRETE LBR 100 COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

Ⓗ SUB BASE: 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

Ⓘ PROPOSED STREET TREE. SPACING TO BE COORDINATED WITH DRIVEWAY AND UTILITY LOCATIONS. TO COMPLY WITH CITY OF ORMOND BEACH SECTION 3-05(C)(15)(18)(19).

Ⓐ TYPICAL ROADWAY SECTION

N.T.S. NOTES: FINAL PAVEMENT SECTION TO BE DETERMINED AT TIME OF CONSTRUCTION PLAN SUBMITTAL.

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NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT OPEN SPACE PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: JS/MM
CHECKED BY: JS
DRAWING FILE: PD2-PDR_21067.DOP
XREFS: 21067_BASE.DWG
XREFS: 21067_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., 10/24/2023
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SHEET: PD3 OF 10





A CONCEPTUAL ENTRANCE ELEVATION

NOTE: CONCEPT IS SHOWN TO DEPICT MINIMUM STANDARDS FINAL SIGN DESIGN WILL BE PROVIDED AT SITE PLAN.

DETAIL-FILE

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NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT SIGN PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: JS/MM
CHECKED BY: JS
DRAWING FILE: PD2-PD6_21067.DGP
XREFS: 21067_BASE.DWG
XREFS: 21067_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., #CJM263
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SHEET: PD4 OF 10

BUFFER LEGEND

SYMBOL	NOTES
▲	EXISTING SPECIMEN TREE
⬟	EXISTING HISTORIC TREE
	DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

20% NATURAL PRESERVATION

TOTAL SITE AREA	147.94 AC.
MINIMUM TREE COVERAGE AREA REQUIRED (CALCULATION: 147.94 AC. x 20%=29.6 AC.	29.6 AC.
TOTAL MINIMUM TREE COVERAGE PROVIDED	34 AC.

NOTE: APPLICANT MUST PROVIDE A NOTE ON THE SITE PLANS THAT ANY TREE NEEDED TO BE REMOVED DURING CONSTRUCTION, BEYOND WHAT CAN BE AUTOMATICALLY REMOVED BASED ON MINIMUMS CAN BE REPLACED AS FOLLOWS, WILL REQUIRE A ONE FOR ONE REPLACEMENT PENALTY; PROTECTED TREES WILL REQUIRE ONE 2.5" CALIPER VARIETY AND SPECIMEN TREES WILL REQUIRE ONE 4.5" CALIPER VARIETY TO SUIT ITS PLANTING LOCATION; REPLACEMENT TREES NEED TO BE FLORIDA #1 AT A MINIMUM HEIGHT OF TEN FEET (10').



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TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT NATURAL PRESERVATION & BUFFER PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: PDZ-PDR_21067 OOP
XREFS: 21067_BASE.DWG
XREFS: 21067_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., FL#42603
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SHEET: PD5 OF 10

BUFFER LEGEND

SYMBOL	NOTES
▲	EXISTING SPECIMEN TREE
⬟	EXISTING HISTORIC TREE
⬡	DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

20% NATURAL PRESERVATION

TOTAL SITE AREA	147.94 AC.
MINIMUM TREE COVERAGE AREA REQUIRED (CALCULATION: 147.94 AC. x 20%=29.6 AC.	29.6 AC.
TOTAL MINIMUM TREE COVERAGE PROVIDED	34 AC.

LOT SEPARATION TABLE

COLOR	WIDTH	HOMES	%
	50'	10	6
	+50'-75'	74	43
	+75'-125'	27	16
	125'	61	35
	TOTAL	172	100

NOTE: THE LOT SEPARATION WIDTH SHOWN ON THIS SHEET MAY BE SUBJECT TO CHANGE AT THE TIME OF PERMITTING. THE REPRESENTED DISTANCES ARE FROM EXISTING RESIDENTIAL LOTS IN TOMOKA OAKS NEIGHBORHOOD AND PROPOSED LOTS WITHIN TOMOKA RESERVE.

NOTE: THE 50' BUFFER ABUTTING THE TOMOKA OAKS EXISTING RESIDENTIAL LOTS AND AREAS CALLED OUT AS NATURAL PRESERVATION SHALL NOT BE MODIFIED AND SHALL ALWAYS BE VEGETATIVE AREAS.



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ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT NATURAL PRESERVATION & BUFFER PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: XX
DRAWING FILE: PD2-PD6_21067 OOP
XREFS: 21067_BASE.DWG
XREFS: 21067_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., #52403
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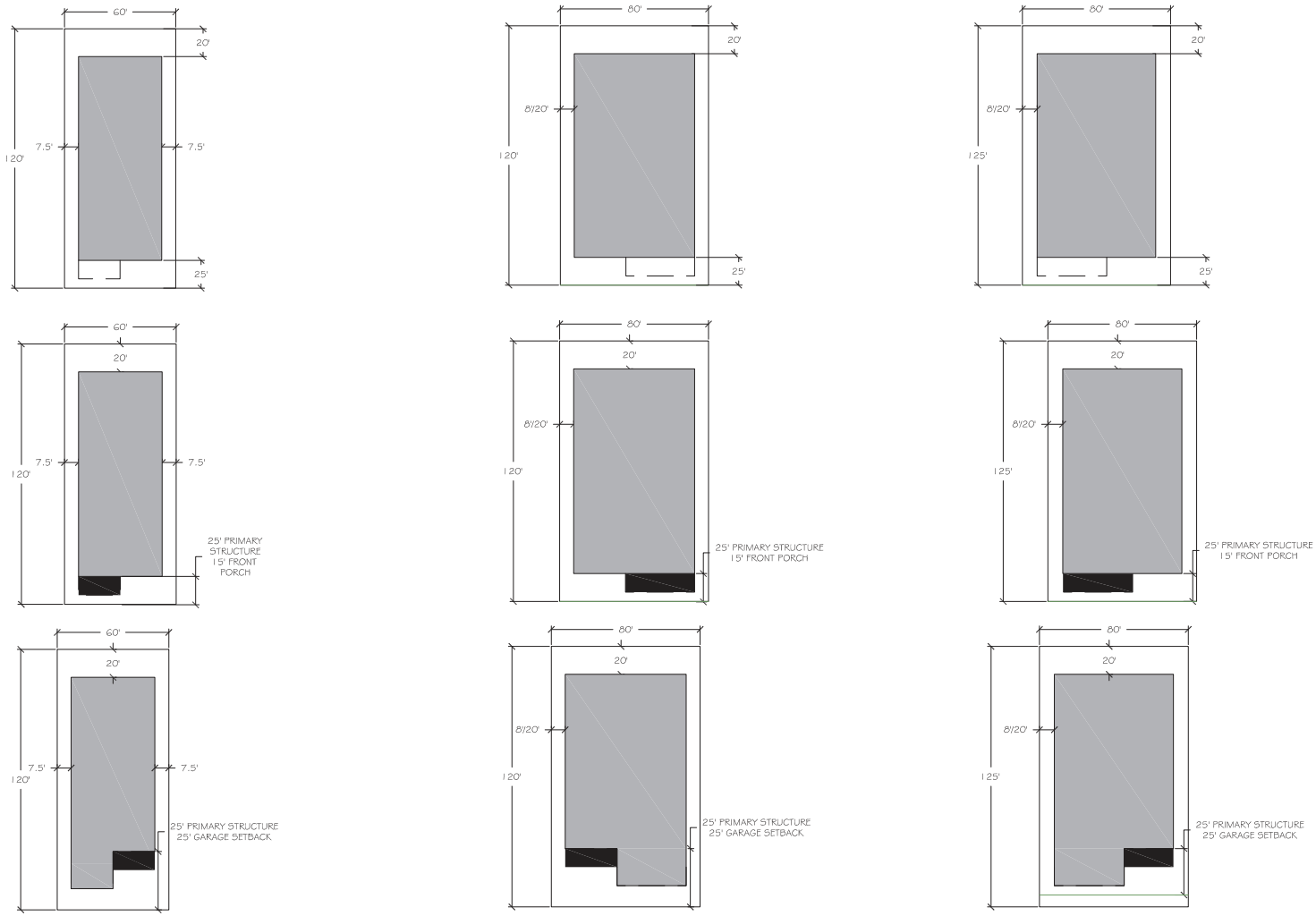
SHEET: PD6 OF 10



A PARK HOUSE (60'x120')
N.T.S.

B ESTATE HOUSE (80'x120')
N.T.S.
NOTE: ESTATE HOUSE LOTS MAY BE UTILIZED INTERNAL TO THE PERIMETER LOTS

C CUSTOM HOUSE (80'x125')
N.T.S.

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NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT TYPICAL LOT LAYOUT

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: PDZ-PDR_21067 OOP
XREF'S: 21067_BASE.DWG
XREF'S: 21067_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., #53-M263
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SHEET: PD7 OF 10

Tomoka Reserve Architectural Standards

I. PREFERRED ARCHITECTURAL THEMES

A. The overall architectural vision for Tomoka Reserve has been established to create a community embodying a "timeless" quality. Such a vision will be realized through a variety of classical and regional architectural styles, combined with authentic detailing and use of high-quality materials.

B. Permitted architectural styles include but are not limited to contemporary, Modern, Postmodern, coastal themed styles, Mediterranean, Mission, Cracker, Craftsman, Ranch and Tuscan styles.

II. PROHIBITED ARCHITECTURAL STYLES

A. While diversity and creativity in the design of the homes at Tomoka Reserve is encouraged, certain architectural styles are not considered appropriate. These include, but are not limited to Art Deco, A-frame, Adobe, Cabin design style, Gothic, or Southwestern/Pueblo. Buildings and their accessory structures shall be consistent with a common architectural theme.

B. The architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and related structures.

III. EXTERIOR MATERIALS/ELEVATIONS

A. Architectural variation and variety of housing types and designs within the neighborhood is encouraged. To facilitate this diversity the adjacent homes (the 2 adjacent homes on the same side of the street as well as the house across the street and its two adjacent homes) have to have a minimum of three different design elements of the following 10 elements

1. Roof color/materials
2. Roof pitch roof type (cable vs hip)
3. Skin/exterior finish materials
4. Color
5. Garage orientation/size
6. Porch size/location
7. Number of stories
8. Window sizes/shapes
9. Window locations
10. Decorative elements

B. The front facade should include four to six individual design elements and blank walls shall be discouraged unless adequately landscaped. Front elevation walls cannot be all one material and/or all one color.

C. A mixture of one-story and two-story homes will be encouraged to vary the streetscapes.

D. PERMITTED EXTERIOR MATERIALS INCLUDE:

1. Stucco (cement-based or synthetic) -smooth or textured finished (including tabby finish)
2. masonry-stone, brick, split rock and a ceramic concrete block is permitted but must be finished with material that covers the concrete block and grout lines with a minimum of 3/8" thick material; Stone can be Manufactured, Natural, or Cast
3. Wood/fiber cement-timbers, boards, board and batten, tongue and groove solid wood siding and rough sawn lumber; Hardie board or other similar fiber cement products emulating wood finishes
4. Other textures and materials will be evaluated on their own merit by the ARB. Artificial, simulated or imitation materials (e.g. aluminum siding, simulated brick from stucco, Masonite or composite board, etc.) are NOT permitted on the exteriors of a residence.

IV. ROOF

A. Acceptable roof materials for consideration include, heavy weight (30 year) composition shingles with significant dimensional texture, flat tile, "S" tile, slate tile, cedar wood shake, solar shingles and a high-quality standing seam metal roof. Copper and other metal roof products acceptable to the ARB are permitted for limited applications such as bay windows, process, cupolas, and dormers, or in accordance with specific architectural styles. Thermoplastic Polyolefin, PVC membrane or other similar roofing materials/roofing systems will be considered by the ARB on a case-by-case basis for properties developed with ultramodern or contemporary homes that incorporate a flat roof.

B. Roof lines will be variable using varied roof styles, pitches, projections, gables, and hips. Roof pitches shall be between 0 to 6:12. Dormers may have a roof pitch outside the above range. Flat roofs or flat roof with a parapet may be approved if it is a part of an integral design element such as with ultra-modern or contemporary designs. The roof pitch for primary structures should reflect the selected architectural style for the home.

C. Roof structures may be conventionally framed or constructed of prefabricated trusses.

V. WALL PLATES

A. The minimum wall plate heights shall be 9'-0" in main living areas on the first floor. The second-floor wall plate height must be no less than 9'-0" above the first-floor wall plate. Garages must have a minimum plate height of 8'-0".

VI. DRIVEWAYS

A. Driveways shall be stone, paver style materials, or concrete. Asphalt is NOT permitted.

VII. GARAGES

A. Three types of garages are permitted: front-entry, side entry, and accessory garage buildings.

VIII. FENCES

A. The following fence materials are permitted: wood, black wrought iron, high-quality aluminum, and white PVC. Perimeter fencing along rear or side (from front of house to rear property line shall be a maximum height of 6 feet. Fencing along the front property line or side property lines from the front of the house to the front property line shall have a maximum height of 4 feet. This "front yard" fencing must be decorative (no solid fences) and if a wood fence is utilized it must be painted.

IX. LANDSCAPE

A. All disturbed areas on the lot must be irrigated (unless xeric plantings are utilized), and landscaped with either trees, plants or sod including to the back of curb along the street and to the edge of clearing for natural areas and the water's edge for lots along pond banks. All landscaped beds shall be mulched.

X. MODIFICATIONS

A. All modifications to the above shall be submitted to the ARB for consideration of approval. The above are general guidelines. Tomoka Reserve development will have an enhanced focus on the environment, climate change and sustainability, along with protecting and enhancing future values.





A MODERN ARCHITECTURAL ELEVATIONS







B FARMHOUSE ARCHITECTURAL ELEVATIONS









C MEDITERRANEAN ARCHITECTURAL ELEVATIONS

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NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE
PLANNED DEVELOPMENT
ARCHITECTURAL EXHIBIT

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: PD2=FOR_21067 ODP
XREFS: 21067_BASE.DWG
XREFS: 21067_SURV.DWG

KRISTOPHER D. KOVALEV, P.E. #74049
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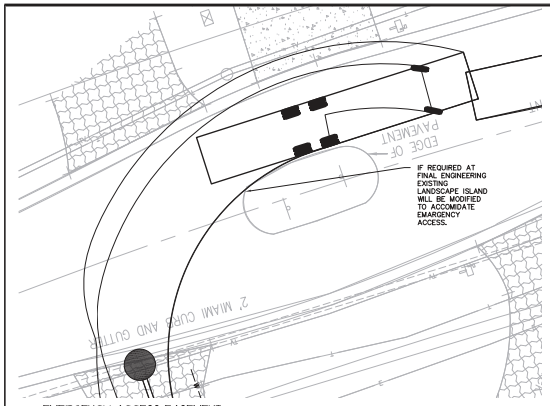
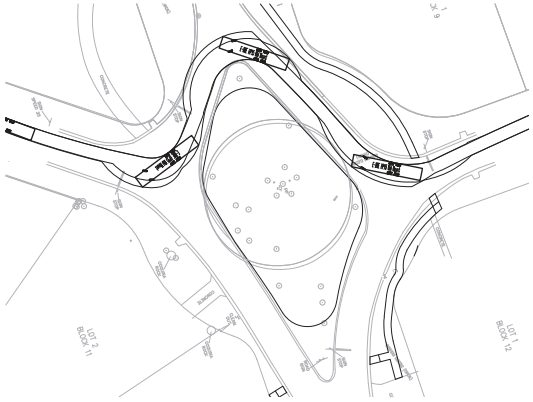
SHEET: PD8 OF 10



EMERGENCY ACCESS EASEMENT

SCALE : 1" = 10'



ENTRANCE ENLARGEMENT

SCALE : 1" = 30'



SCALE : 1" = 200'

F-ONE HP95 Mid Mount	
Overall Length	47.750ft
Overall Width	8.333ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.393ft
Track Width	8.333ft
Lock-to-lock time	6.0s
Max Wheel Angle	45.00°

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NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE
PLANNED DEVELOPMENT
VEHICLE TURN PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: RH
DRAWING FILE: P:\ZC\PDP\ZC 21067 ODP
XREFS: XXXXXZ.DWG
XREFS: XXXXXZ.DWG

CHRISTOPHER T. ROWLEY, P.E. #70404
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SHEET: VT1 OF 1



E-ONE HP95 Mid Mount

Overall Length	47.750ft
Overall Width	8.333ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.393ft
Track Width	8.333ft
Lock-to-lock time	6.00s
Max Wheel Angle	45.00°

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(24 HRS) (LC-C1)

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT VEHICLE TURN PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: RH
DRAWING FILE: PD2-PD6_21067 DGP
XREFS: XXXXX.DWG
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KRISTOPHER T. ROWLEY, P.E., #0-24263
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SHEET: VT2 OF 2



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA RESERVE PLANNED DEVELOPMENT VEHICLE TURN PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: RH
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XREFS: XXXXXLDWG
XREFS: XXXXXLDWG

KRISTOPHER T. ROYALEY, P.E., #0-24263
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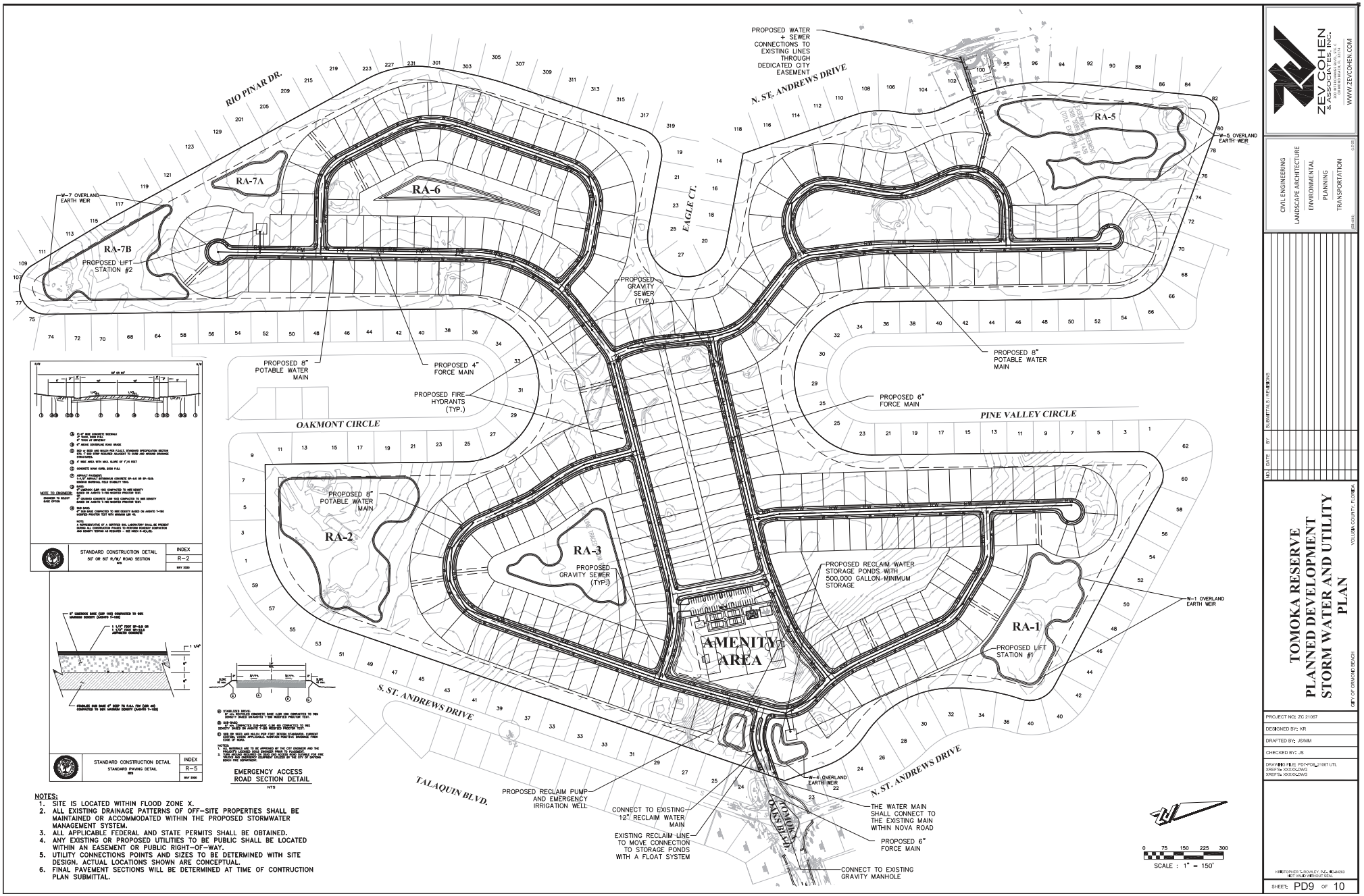
SHEET: VT3 OF 3



STANDARD CONSTRUCTION DETAIL — 50' OR 60' R/W ROAD SECTION — INDEX R-2 — MAY 2020

STANDARD CONSTRUCTION DETAIL — STANDARD PAVING DETAIL — INDEX R-5 — MAY 2020

EMERGENCY ACCESS ROAD SECTION DETAIL
NTS

NOTES:
1. SITE IS LOCATED WITHIN FLOOD ZONE X.
2. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
3. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.
5. UTILITY CONNECTIONS POINTS AND SIZES TO BE DETERMINED WITH SITE DESIGN. ACTUAL LOCATIONS SHOWN ARE CONCEPTUAL.
6. FINAL PAVEMENT SECTIONS WILL BE DETERMINED AT TIME OF CONTRUCTION PLAN SUBMITTAL.

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DAYTONA BEACH, FL 32114
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ENVIRONMENTAL
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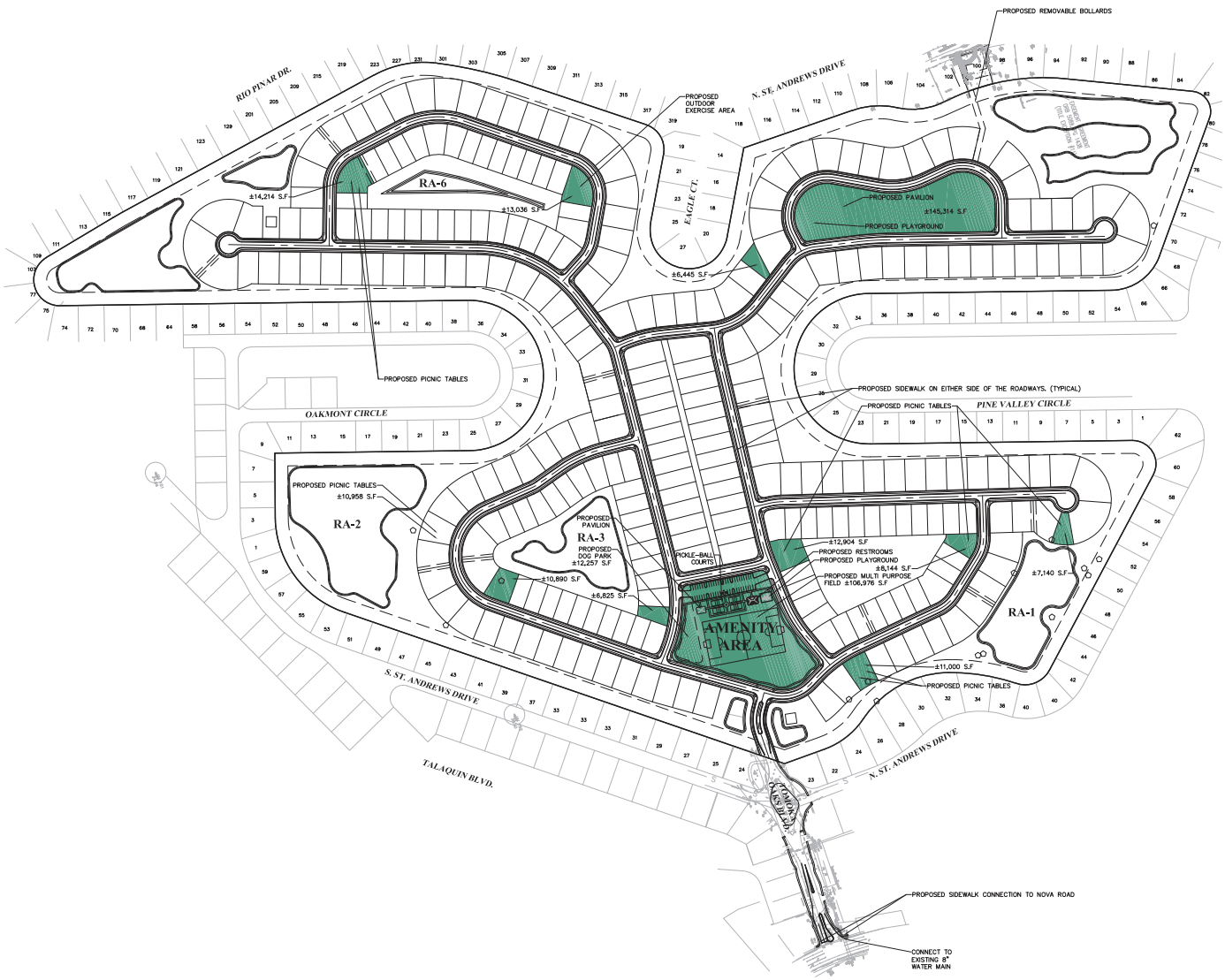
TOMOKA RESERVE
PLANNED DEVELOPMENT
STORM WATER AND UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: JS/MM
CHECKED BY: JS
DRAWING FILE: P:\21-ZC\ZC_21067 UTIL
XREFS: XXXXXLDWG
XREFS: XXXXXLDWG

KRISTOPHER D. KOSLEY, P.E. FLORIDA NO. 69263
NOT VALID WITHOUT SEAL

SHEET: PD9 OF 10



NOTES:
1. THE AMENITY TYPES AND LOCATIONS SHOWN ARE CONCEPTUAL AND CAN BE REVISED TO SIMILAR QUALITY AS LONG AS THE AMENITY MINIMUM SQUARE FOOTAGES AND AREAS ARE MET

0 100 200 300 400
SCALE : 1" = 200'

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

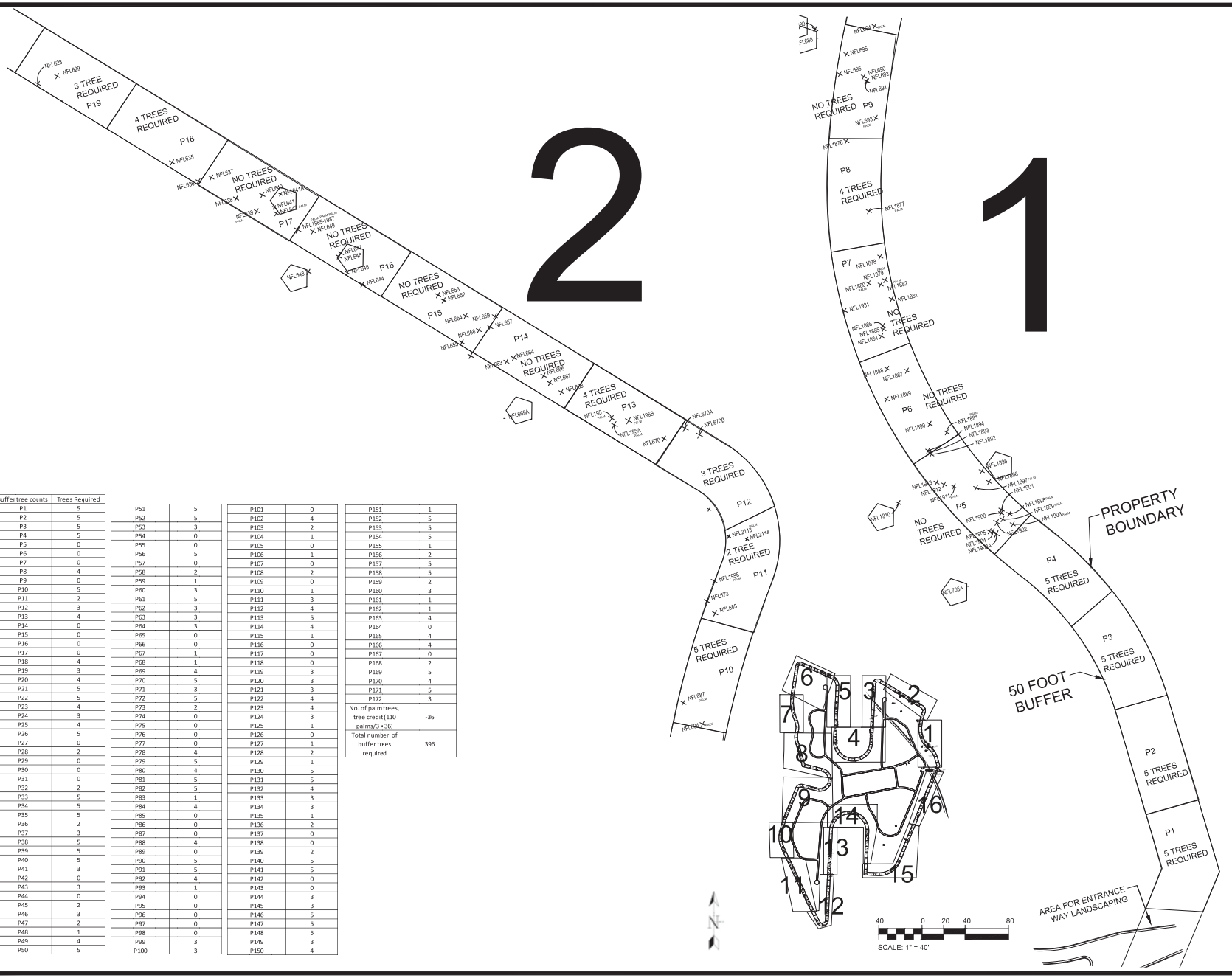
TOMOKA RESERVE PLANNED DEVELOPMENT AMENITY PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: PD7-POL_21067.UTL
XREFS: XXXXXLDWG
XREFS: XXXXXLDWG

KRISTOPHER T. ROWLEY, P.E., #0-24263
NOT VALID WITHOUT SEAL

SHEET: PD10 OF 10



Buffer tree counts	Trees Required
P1	5
P2	5
P3	5
P4	5
P5	0
P6	0
P7	0
P8	4
P9	0
P10	5
P11	2
P12	3
P13	4
P14	0
P15	0
P16	0
P17	0
P18	4
P19	3
P20	4
P21	5
P22	5
P23	4
P24	3
P25	4
P26	5
P27	0
P28	2
P29	0
P30	0
P31	0
P32	2
P33	5
P34	5
P35	5
P36	2
P37	3
P38	5
P39	5
P40	5
P41	3
P42	0
P43	3
P44	0
P45	2
P46	3
P47	2
P48	1
P49	4
P50	5

P51	5
P52	5
P53	3
P54	0
P55	0
P56	5
P57	0
P58	2
P59	1
P60	3
P61	5
P62	3
P63	3
P64	3
P65	0
P66	0
P67	1
P68	1
P69	4
P70	5
P71	3
P72	5
P73	2
P74	0
P75	0
P76	0
P77	0
P78	4
P79	5
P80	4
P81	5
P82	5
P83	1
P84	4
P85	0
P86	0
P87	0
P88	4
P89	0
P90	5
P91	5
P92	4
P93	1
P94	0
P95	0
P96	0
P97	0
P98	0
P99	3
P100	3

P101	0
P102	4
P103	2
P104	1
P105	0
P106	1
P107	0
P108	2
P109	0
P110	1
P111	3
P112	4
P113	5
P114	4
P115	1
P116	0
P117	0
P118	0
P119	3
P120	3
P121	3
P122	4
P123	4
P124	3
P125	1
P126	0
P127	1
P128	2
P129	1
P130	5
P131	5
P132	4
P133	3
P134	3
P135	1
P136	2
P137	0
P138	0
P139	2
P140	5
P141	5
P142	0
P143	0
P144	3
P145	3
P146	5
P147	5
P148	5
P149	3
P150	4

P151	1
P152	5
P153	5
P154	5
P155	1
P156	2
P157	5
P158	5
P159	2
P160	3
P161	1
P162	1
P163	4
P164	0
P165	4
P166	4
P167	0
P168	2
P169	5
P170	4
P171	5
P172	3
No. of palm trees, tree credit (110 palms/3 = 36)	-36
Total number of buffer trees required	396

CLIENT:

Tomoka Reserve

30 Tomoka Oaks Blvd.
Ormond Beach, FL.

PROJECT:

Buffer Planting plan

LOCATION:

30 Tomoka Oaks Blvd.
Ormond Beach, FL.

CONSULTANT:

Native Florida Landscapes, LLC

P.O. Box 2905
Ormond Beach, FL 32175
386.235.0404

REVISIONS DATE

DESIGNED BY: Don Spence, Ph.D.

DRAWN BY: Don Spence, Ph.D.

DATE: 09-01-2023

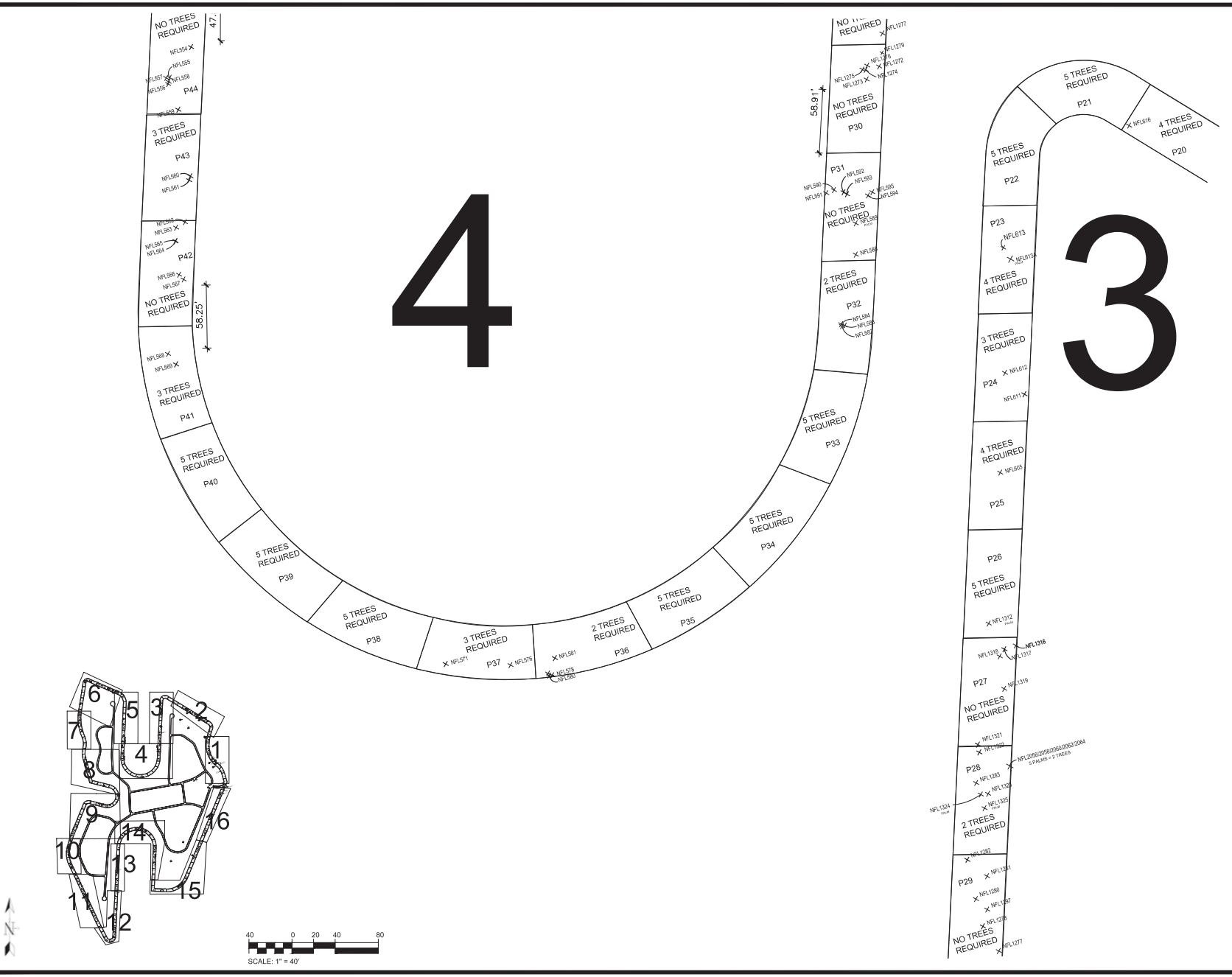
PROJECT NUMBER:

SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-100



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PROJECT:

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386.235.0404

REVISIONS	DATE

DESIGNED BY: Don Spence, Ph.D.

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DATE: 09-01-2023

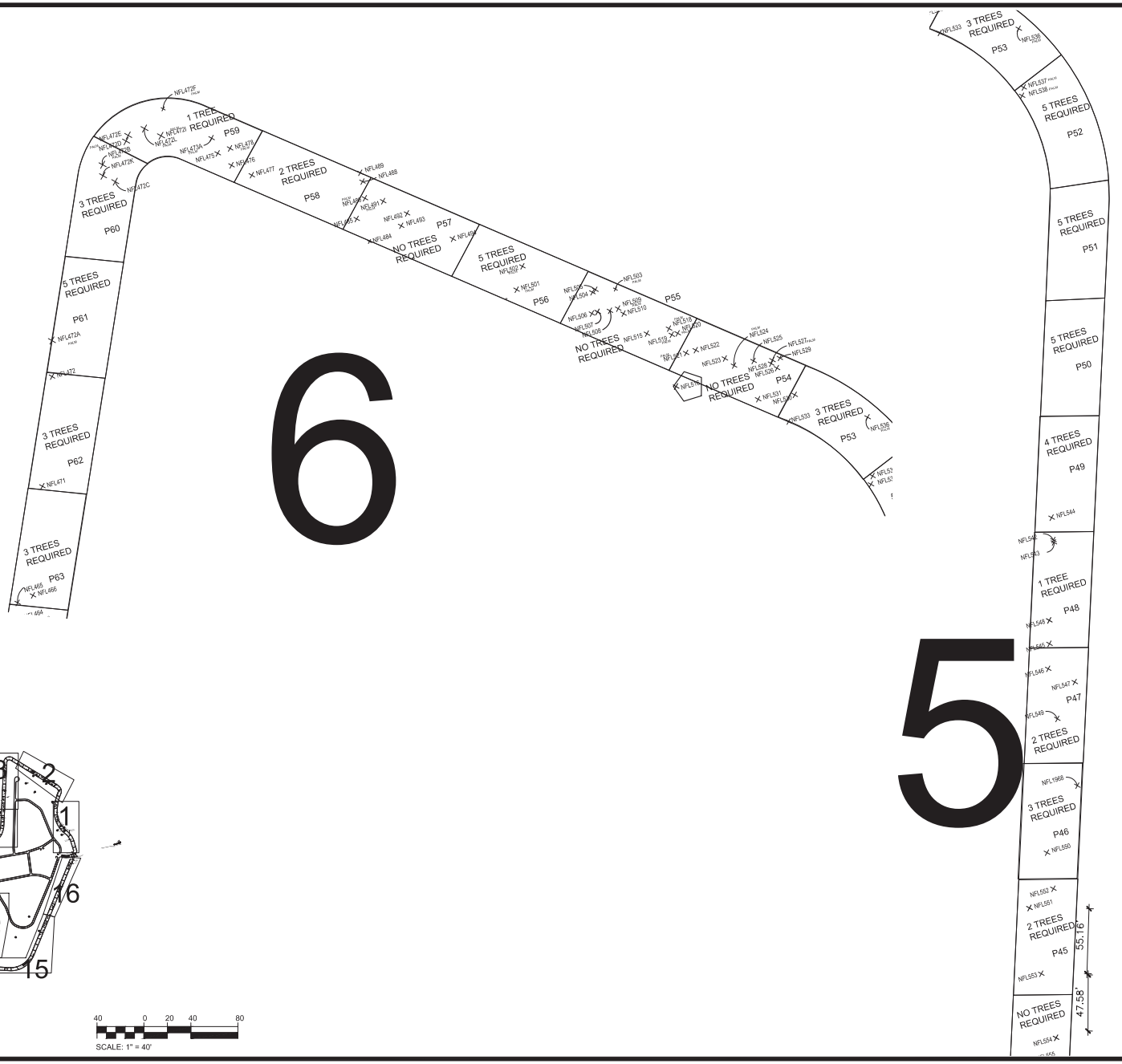
PROJECT NUMBER:

SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-101



CLIENT:

Tomoka Reserve

30 Tomoka Oaks Blvd.
Ormond Beach, FL.

PROJECT:

Buffer Planting plan

LOCATION:

30 Tomoka Oaks Blvd.
Ormond Beach, FL.

CONSULTANT:

Native Florida Landscapes, LLC

P.O. Box 2905
Ormond Beach, FL 32175
386.235.0404

REVISIONS	DATE

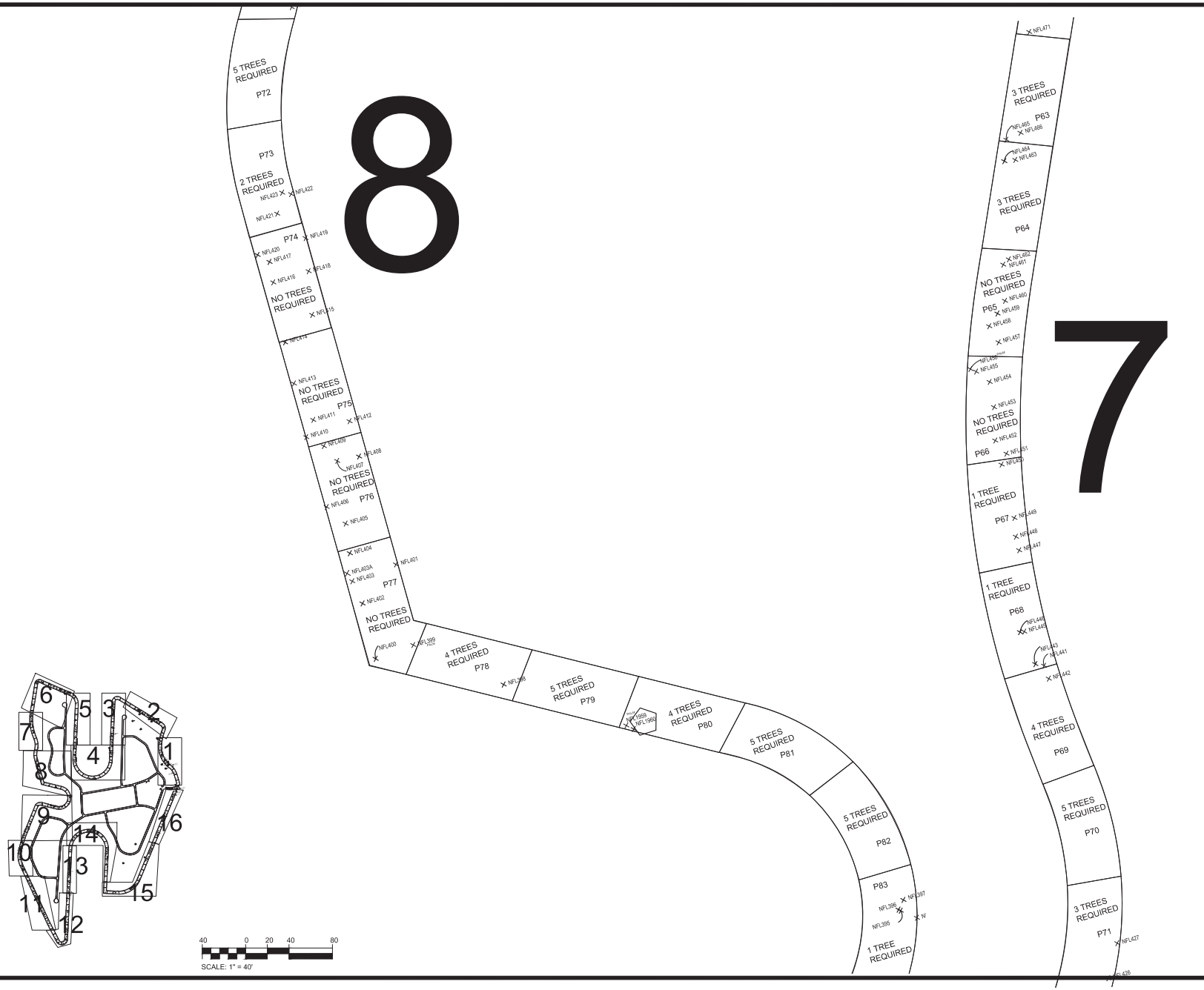
DESIGNED BY: Don Spence, Ph.D.
DRAWN BY: Don Spence, Ph.D.
DATE: 09-01-2023
PROJECT NUMBER:

SHEET TITLE:

BUFFER TREE REQUIREMENTS

SHEET NUMBER:

BT-102



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PROJECT:

Buffer Planting plan

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Ormond Beach, FL 32175
386.235.0404

REVISIONS DATE

DESIGNED BY: Don Spence, Ph.D.

DRAWN BY: Don Spence, Ph.D.

DATE: 09-01-2023

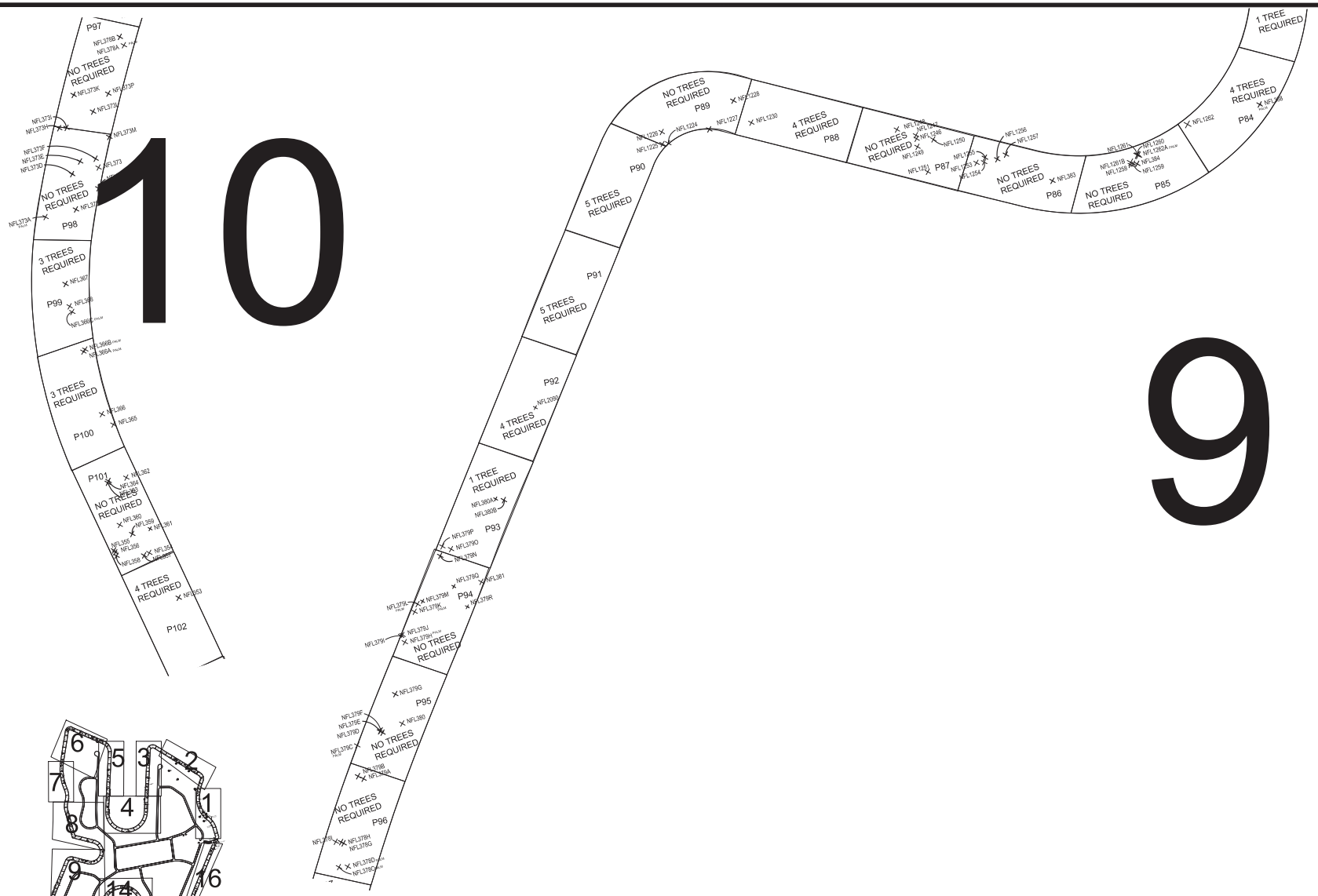
PROJECT NUMBER:

SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-103



CLIENT:

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Ormond Beach, FL.

PROJECT:

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P.O.Box 2905
Ormond Beach, FL 32175
386.235.0404

REVISIONS	DATE

DESIGNED BY: Don Spence, Ph.D.

DRAWN BY: Don Spence, Ph.D.

DATE: 09-01-2023

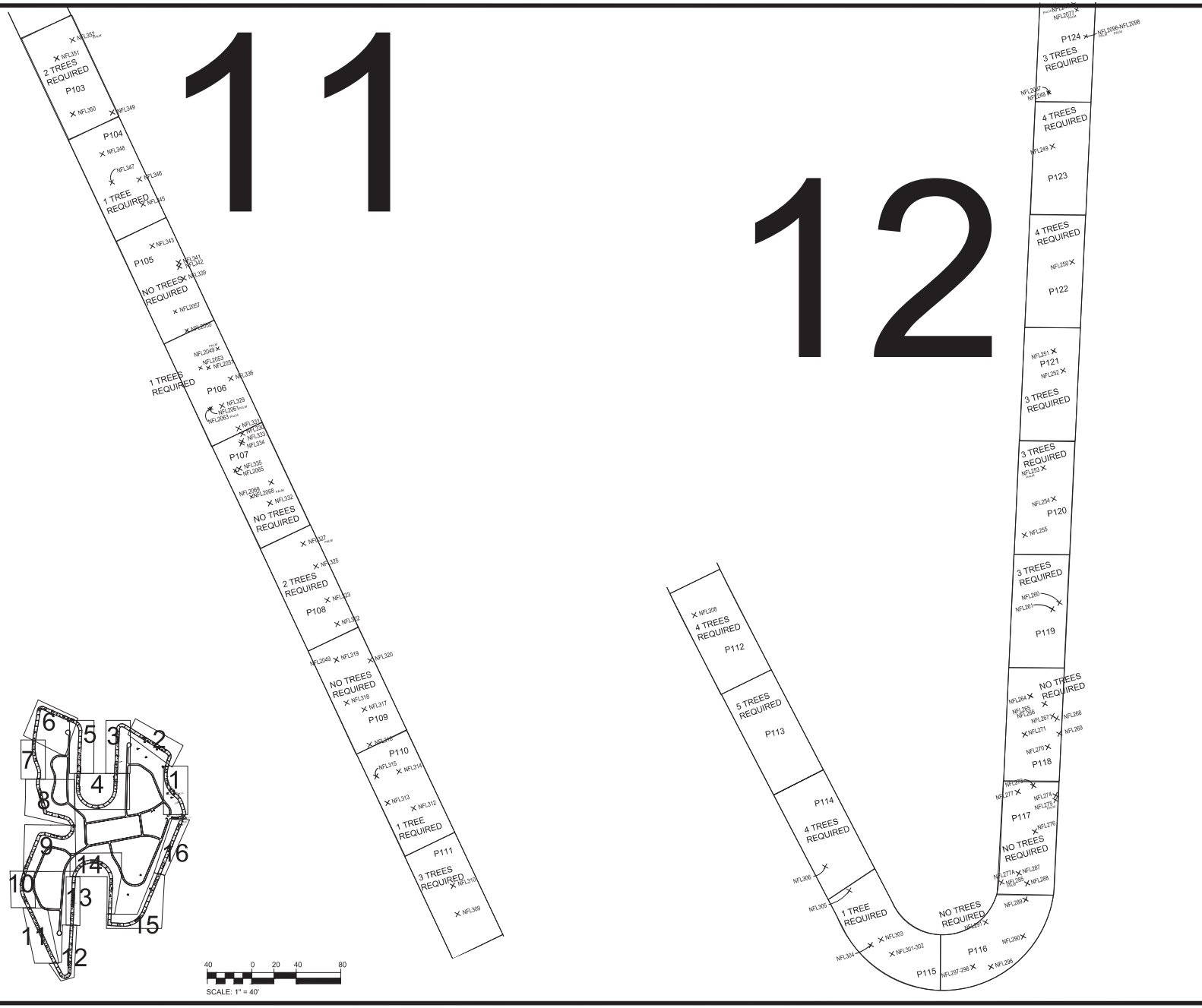
PROJECT NUMBER:

SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-104



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PROJECT:

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DESIGNED BY: Don Spence, Ph.D.

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DATE: 09-01-2023

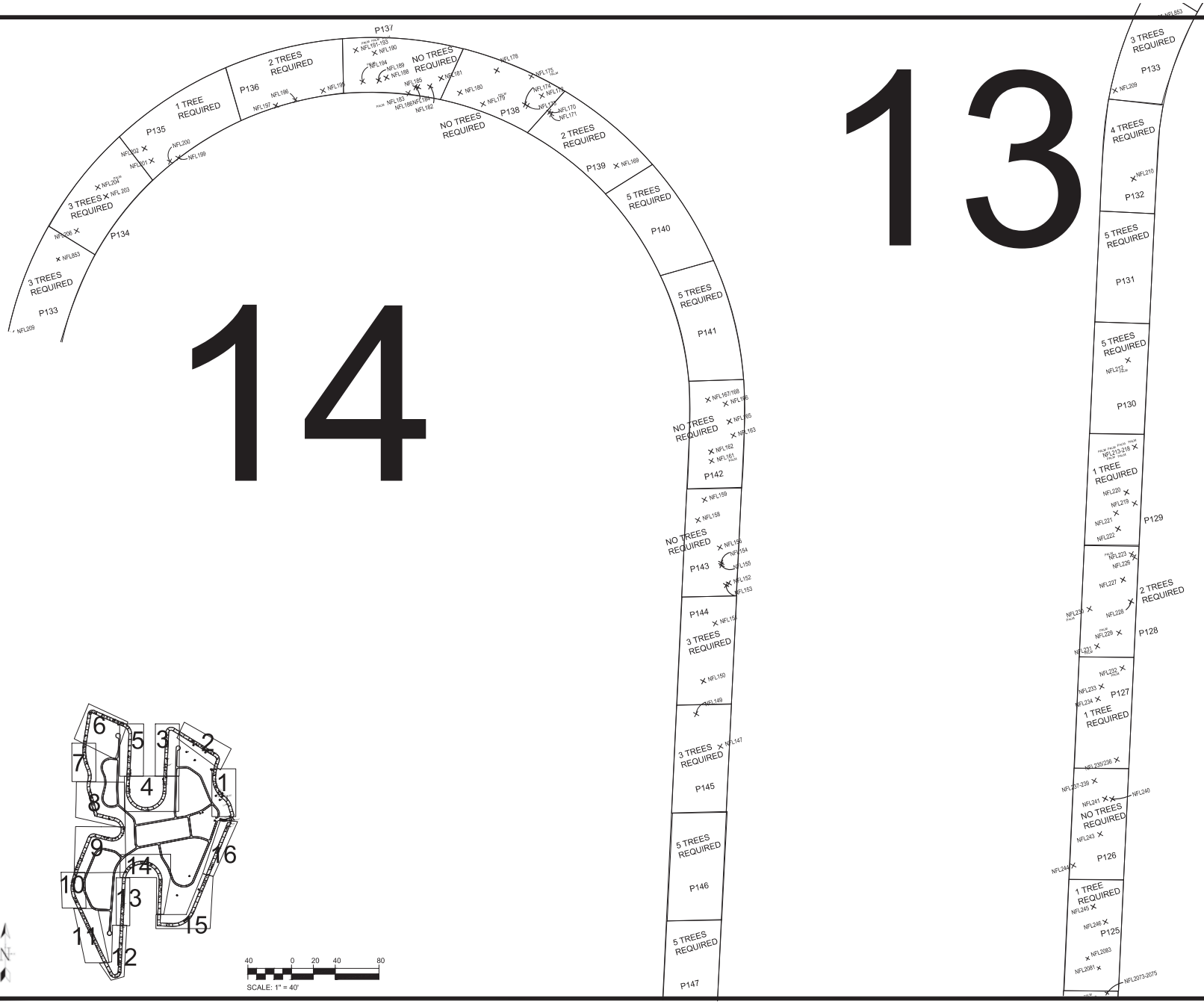
PROJECT NUMBER:

SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-105



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Ormond Beach, FL.

PROJECT:

Buffer Planting plan

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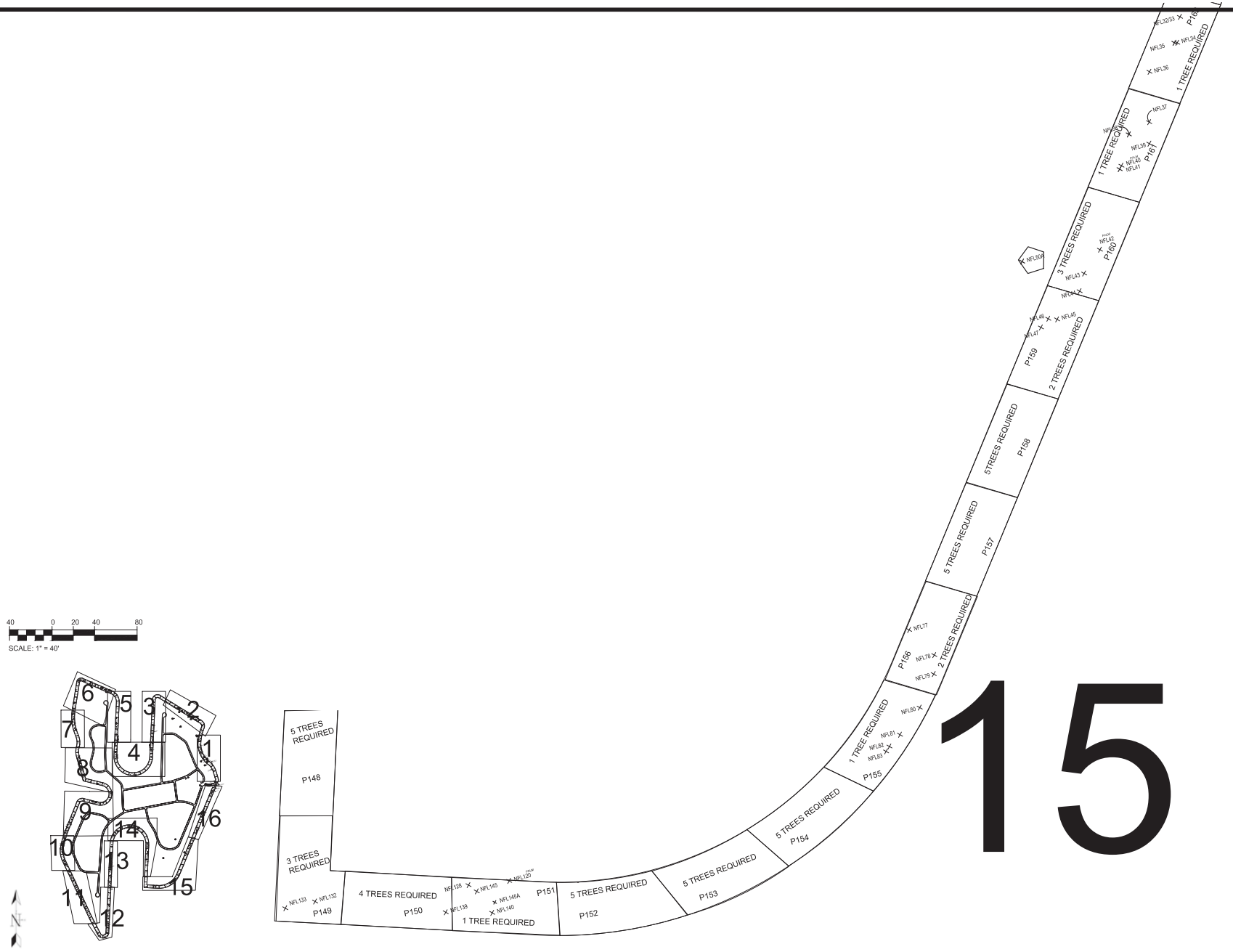
SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-106



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PROJECT:

Buffer Planting plan

LOCATION:

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DATE: 09-01-2023

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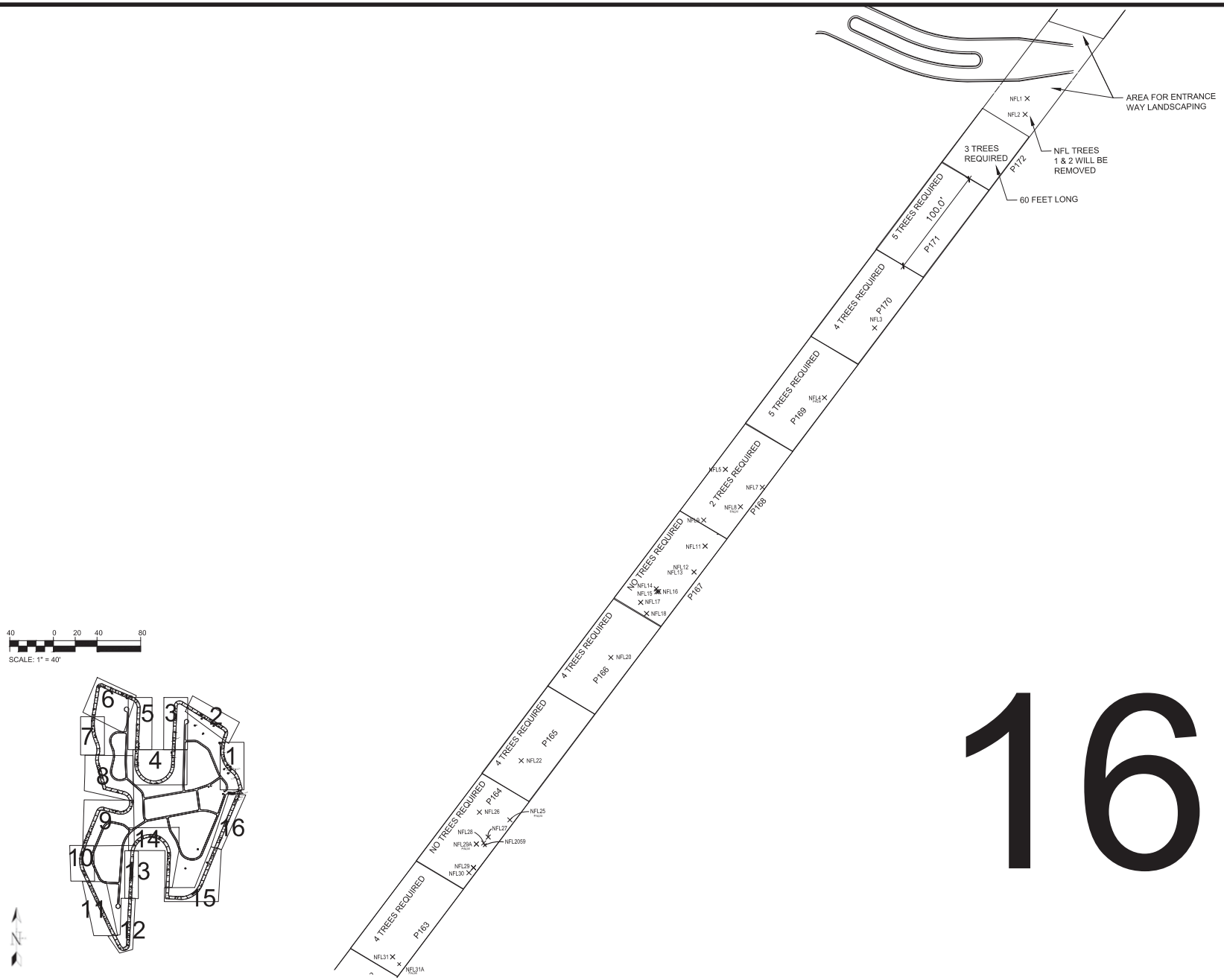
SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

SHEET NUMBER:

BT-107



16

CLIENT:

Tomoka Reserve

30 Tomoka Oaks Blvd.
Ormond Beach, FL.

PROJECT:

Buffer Planting plan

LOCATION:

30 Tomoka Oaks Blvd.
Ormond Beach, FL.

CONSULTANT:

Native Florida Landscapes, LLC

P.O.Box 2905
Ormond Beach, FL 32175
386.235.0404

REVISIONS	DATE

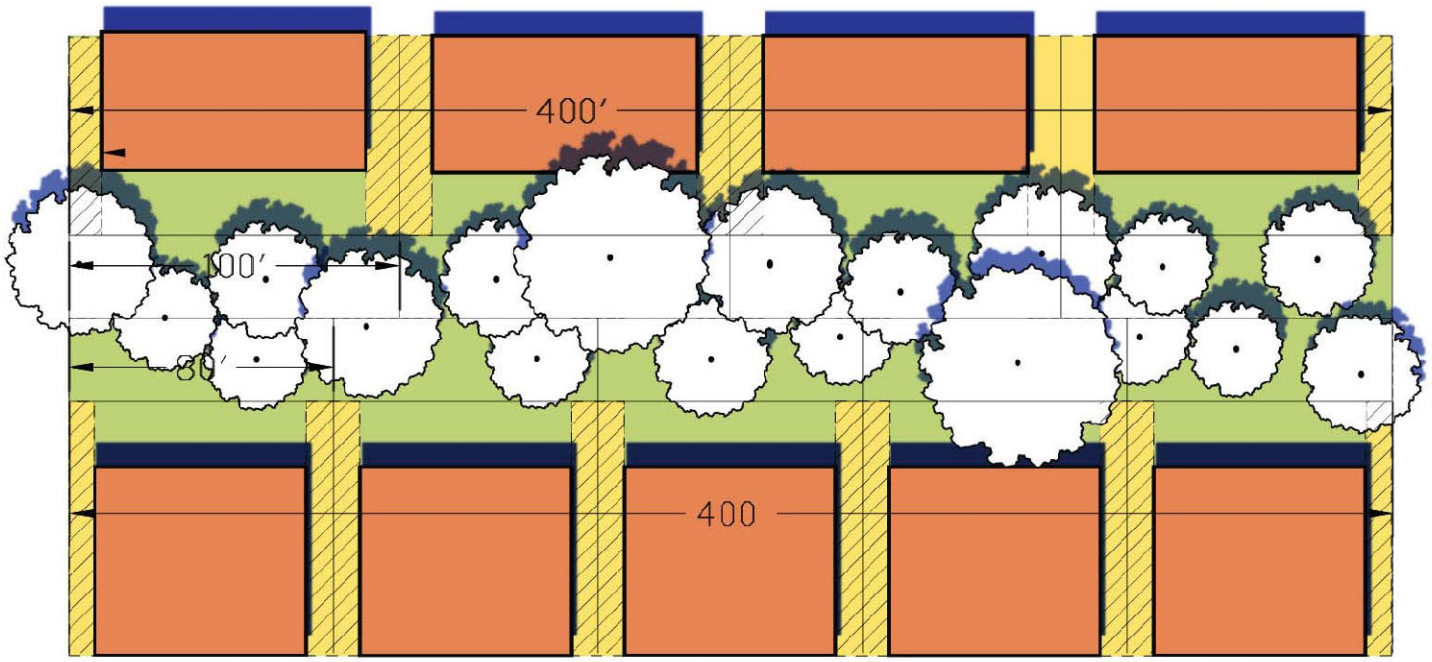
DESIGNED BY: Don Spence, Ph.D.
DRAWN BY: Don Spence, Ph.D.
DATE: 09-01-2023
PROJECT NUMBER:

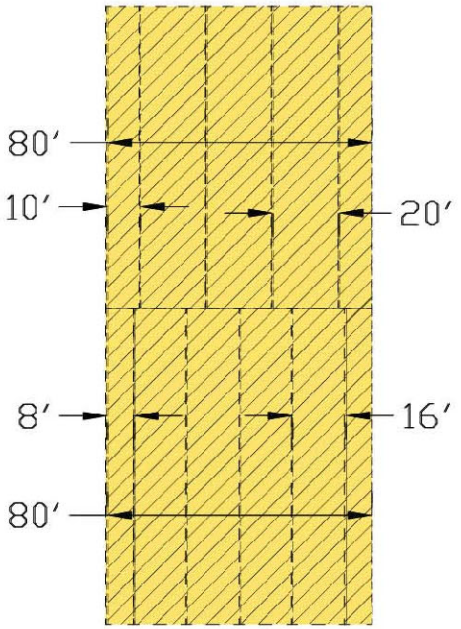
SHEET TITLE:

BUFFER TREE INSTALLATION LOCATIONS

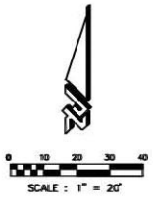
SHEET NUMBER:

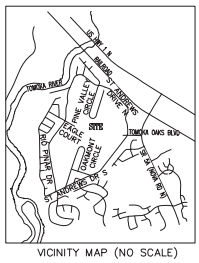
BT-108





PER 400'
100' LOTS: 4 LOTS X 20' SETBACK = 80'
80' LOTS: 5 LOTS X 16' SETBACK = 80'





VICINITY MAP (NO SCALE)



GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

PROPERTY DESCRIPTION:

SAM SNEAD GOLF AND COUNTRY CLUB, A PART OF THE THOMAS FITCH GRANT, LYING WESTERLY OF THE FLORIDA EAST COAST RAILWAY, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

INDEX

SHEET 1 ALTA SURVEY / INDEX
SHEET 2 KEY SHEET
SHEET 3-12 TREES AND TOPOGRAPHIC INFORMATION
SHEET 13 TREE LIST

SCHEDULE B-II EXCEPTIONS PER TITLE COMMITMENT:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (AFFECTS SUBJECT PROPERTY AND SHOWN HEREON) [FENCES LABELED E1, E2, E3, E4, E5, E7, E8, E9]; [SCREENED POOL ENCLOSURE LABELED E6]

4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

8. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. (STANDARD EXCEPTION; NOT A SURVEY MATTER)

9. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF SAM SNEAD GOLF & COUNTRY CLUB, AS RECORDED IN PLAT BOOK 25, PAGE(S) 61, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (AFFECTS SUBJECT PARCEL, CANNOT BE GRAPHICALLY DEPICTED)

10. DEVELOPMENT ORDER ISSUED BY CITY OF ORMOND BEACH RECORDED IN OFFICIAL RECORDS BOOK 5944, PAGE 2183. (AFFECTS SUBJECT PARCEL, CANNOT BE GRAPHICALLY DEPICTED)

11. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 5089, PAGE 1438. (AFFECTS SUBJECT PROPERTY AND SHOWN HEREON)

12. PROVISIONS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2052, PAGE 1019, INCLUDING RIGHTS OF LIFE TIME MEMBERS. (AFFECTS SUBJECT PARCEL, CANNOT BE GRAPHICALLY DEPICTED)

13. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S). (STANDARD EXCEPTION; NOT A SURVEY MATTER)

14. ANY MAP OR DIAGRAM NOW OR PREVIOUSLY PROVIDED IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY. THE COMPANY AND ITS AGENTS EXPRESSLY DISCLAIM ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON SUCH MAP(S) OR DIAGRAM(S). THE FOREGOING DOES NOT LIMIT ANY EXPRESS COVERAGES PROVIDED BY THE TERMS AND PROVISIONS OF ANY TITLE INSURANCE POLICY FOR MATTERS WHICH MIGHT BE REVEALED BY A SURVEY PREPARED AND CERTIFIED IN ACCORD WITH FLORIDA STATUTES SECTION 472.027.

SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER FILE NO. 12611-2664415 WITH AN EFFECTIVE DATE OF DECEMBER 30, 2020 AT 8:00 A.M. AS UPDATED AND REVISED ON JANUARY 12, 2021. (ISSUING OFFICE REGISTRY ID: 1141339);

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ON THE WESTERLY LINE OF TOMOKA OAKS COUNTRY CLUB ESTATES UNIT 3A BEING S37°58'29"W.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0211 & 12127C0212, MAP EFFECTIVE DATE SEPTEMBER 29, 2017, APPROXIMATE SCALE 1"=500 FEET.

6. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

7. "THE PROPERTY DESCRIBED HEREIN, CONTAINS NO GAPS OR GORES AND TAKEN AS A TRACT, CONSTITUTES ONE CONTIGUOUS PARCEL OF LAND".

8. THE LEGAL DESCRIPTION OF THE PROPERTY AS DESCRIBED IN SCHEDULE A AND ON THE SURVEY ARE IN FACT ONE AND THE SAME PARCEL OF LAND IRRESPECTIVE OF THE MINOR DISCREPANCIES IN THE COURSES AND/OR DISTANCES.

LEGEND

ELEC	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
— SIGN		□	CONCRETE MONUMENT (CM)
TREE		■	PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT	△	PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
●	IRON ROD/PIPE WITH CAP (RC/PC)	10.5	EXISTING ELEVATION
○	IRON ROD/PIPE NO ID (R/P)	CATV	CABLE TELEVISION BOX
TELE	TELEPHONE BOX		

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	— W —	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	— E —	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	OPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE			(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE			(DESC)	DESCRIPTION	MH	MANHOLE

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB 20 TOMOKA OAKS BOULEVARD ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=200' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 1 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	: –	–	–	–	–
BOUNDARY SURVEY	: 4-13-2021	– 21-0493	– J PENFIELD	– D HITCHCOCK	– J ZAPERT
TOPOGRAPHIC SURVEY	: 4-13-2021	– 21-1257	– K HELMICK	– J MOLLER	– J ZAPERT
FOUNDATION SURVEY	: –	–	–	–	–
FINAL SURVEY	: –	–	–	–	–
RECERTIFICATION SURVEY	: –	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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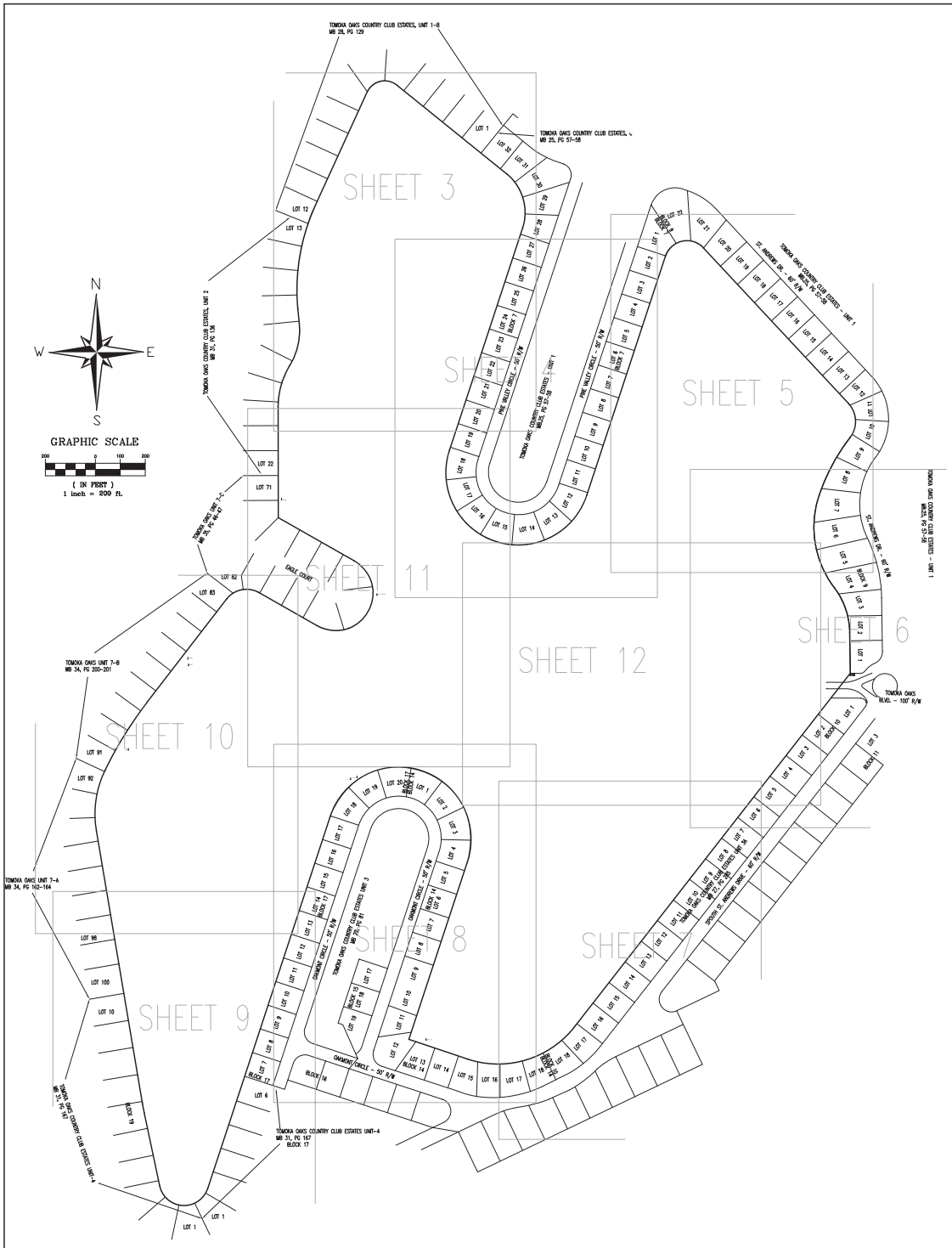
TO: EJTS HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; TRIUMPH OAKS OF ORMOND BEACH 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 7, 7(B)(1), 7(B)(2), 8, 11(B), 14, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 13, 2021. DATE OF PLAT OR MAP: APRIL 15, 2021

J.E. ZAPERT P.L.S. NO. 4046 SEAL



LEGEND

ELEC	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
	IRON ROD/PIPE WITH CAP (RC/PC)		EXISTING ELEVATION
	IRON ROD/PIPE NO ID (R/P)	CATV	CABLE TELEVISION BOX
TELE	TELEPHONE BOX		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=200' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 2 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	4-13-2021	21-0493	J PENFIELD	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY	4-13-2021	21-1257	K HELMICK	J MOLLER	J ZAPERT
FOUNDATION SURVEY					
FINAL SURVEY					
RECERTIFICATION SURVEY					

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	—x—	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE		CENTERLINE	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITRIOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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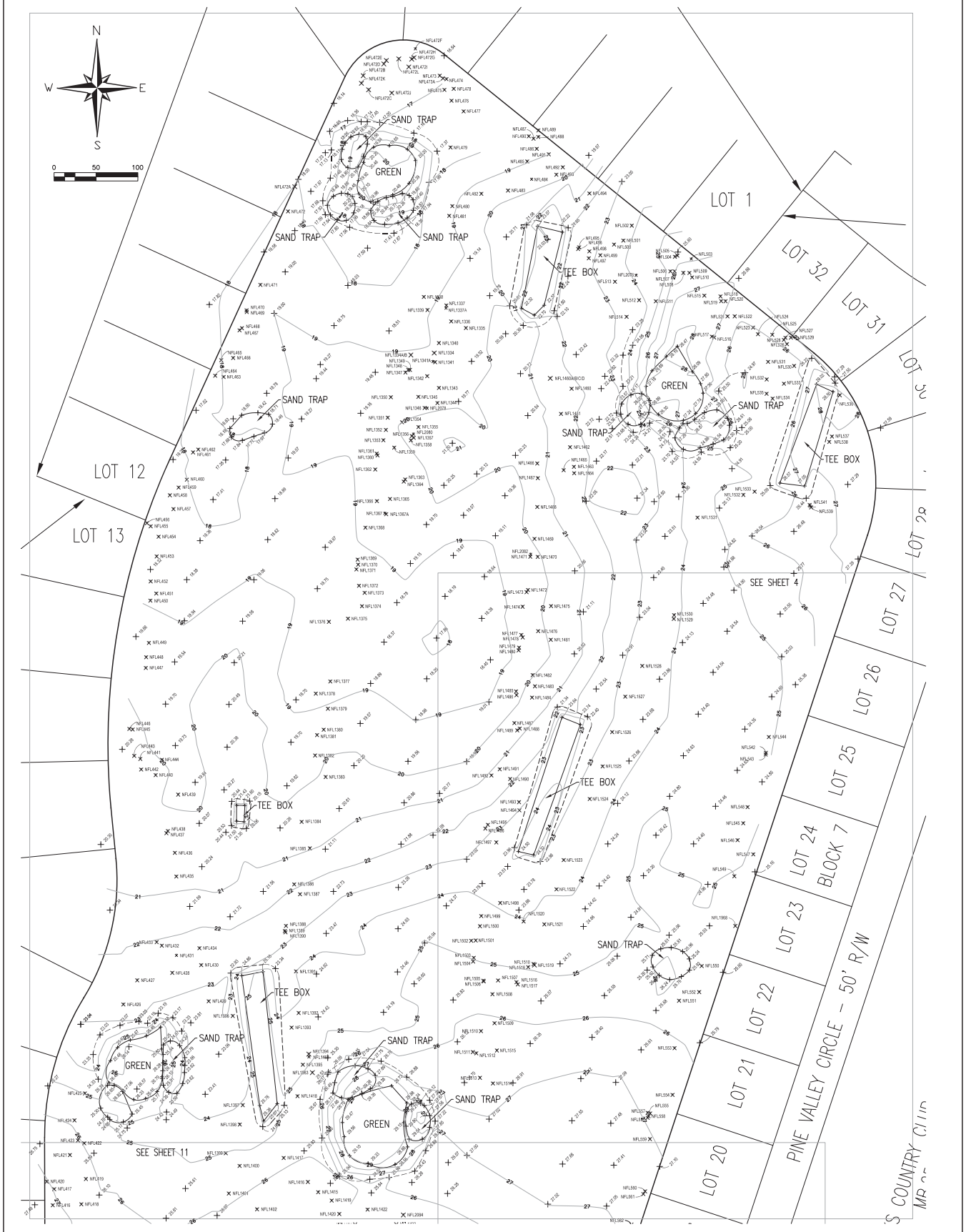
J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1
FOR CERTIFICATIONS



LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
IRS	IRON ROD/PIPE WITH CAP (RC/APC)		EXISTING ELEVATION
	IRON ROD/PIPE NO ID (R/P)	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 3 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
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TOPOGRAPHIC SURVEY	4-13-2021	21-1257	K HELMICK	J MOLLER	J ZAPERT
FOUNDATION SURVEY					
FINAL SURVEY					
RECERTIFICATION SURVEY					

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	— W —	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	— E —	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE		CENTERLINE	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(S)	SIDED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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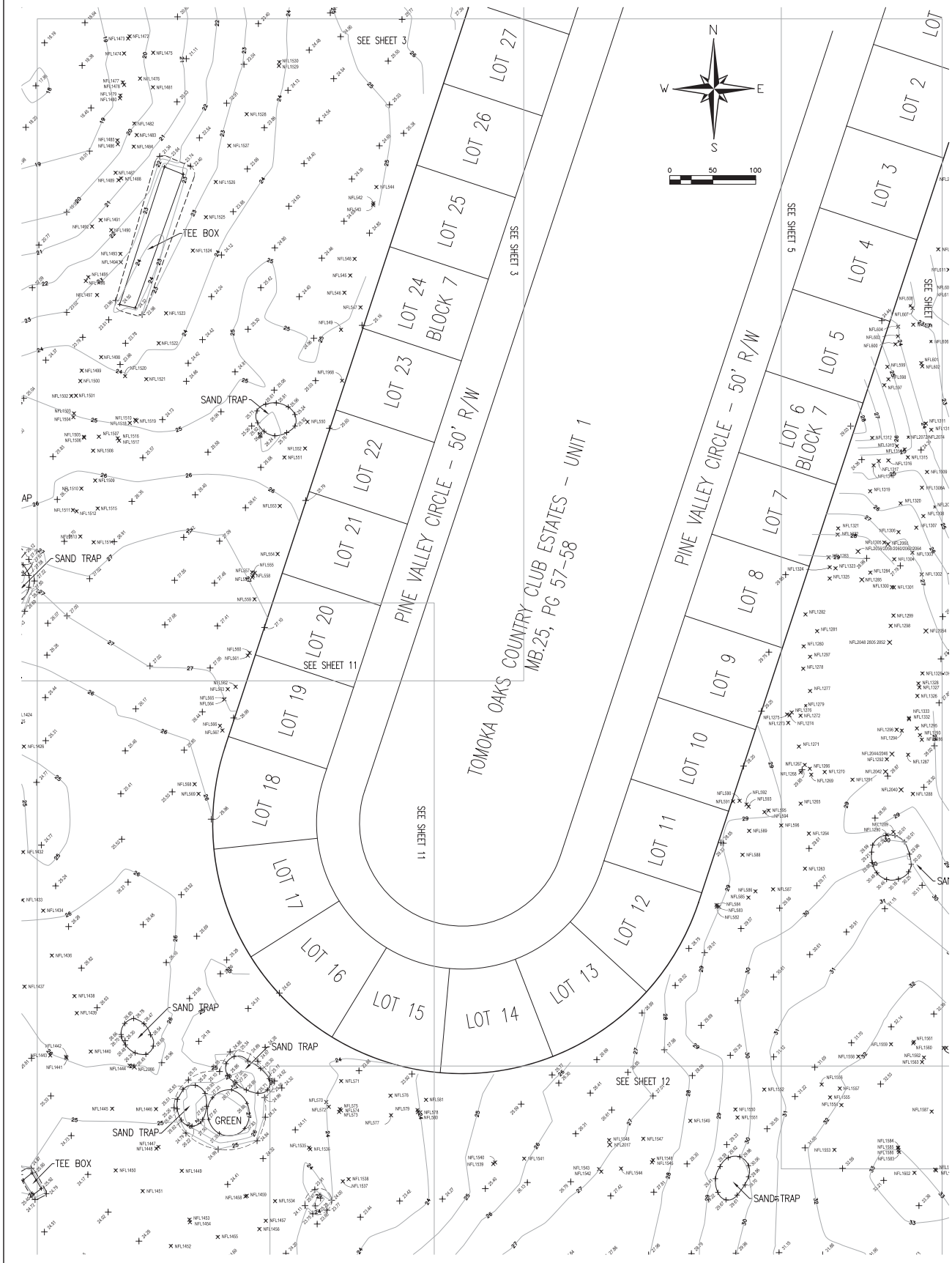

LEGEND

ELECTRIC SERVICE		TRAFFIC SIGNAL BOX	
MAIL BOX	CO	CLEAN OUT	
SIGN		CONCRETE MONUMENT (CM)	
TREE		PERMANENT REFERENCE MONUMENT (PRM)	
FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)	
WATER METER	(R)	RADIAL LINE	
GUY ANCHOR	(NR)	NON-RADIAL LINE	
UTILITY POLE		WATER VALVE	
IRON ROD/PIPE WITH CAP (RC/RP)		EXISTING ELEVATION	
IRON ROD/PIPE NO ID (R/P)		CABLE TELEVISION BOX	
TELEPHONE BOX			

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 4 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	4-13-2021	21-0493	J PENFIELD	D HITCHCOCK	J ZAPERT
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FOUNDATION SURVEY	–	–	–	–	–
FINAL SURVEY	–	–	–	–	–
RECERTIFICATION SURVEY	–	–	–	–	–

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
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CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
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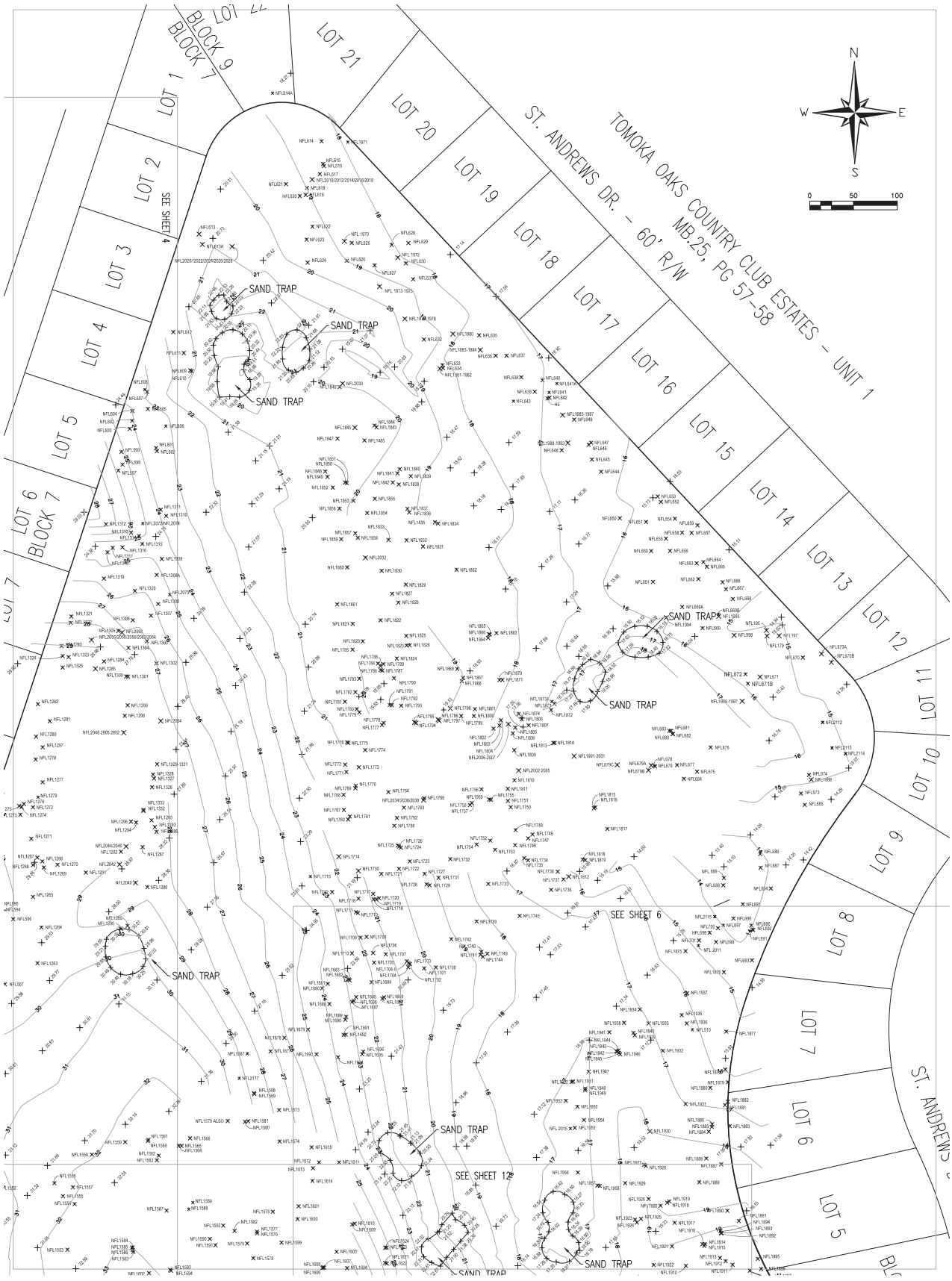

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
— SN	SIGN	□	CONCRETE MONUMENT (CM)
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○	IRON ROD/PIPE NO ID (R/P)	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB 20 TOMOKA OAKS BOULEVARD ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 5 OF 13

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SPECIFIC PURPOSE	:	–	–	–	–
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FOUNDATION SURVEY	:	–	–	–	–
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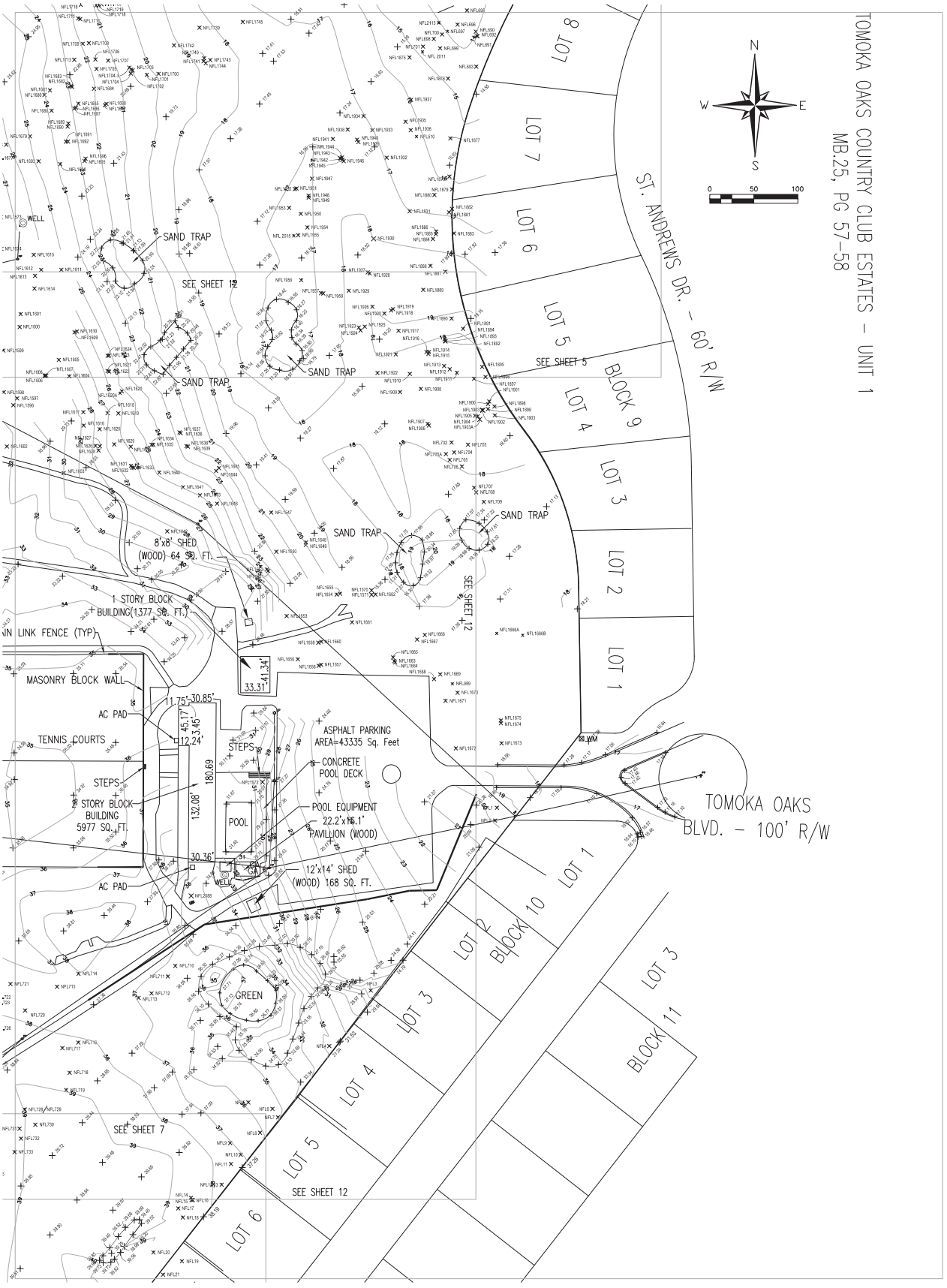

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INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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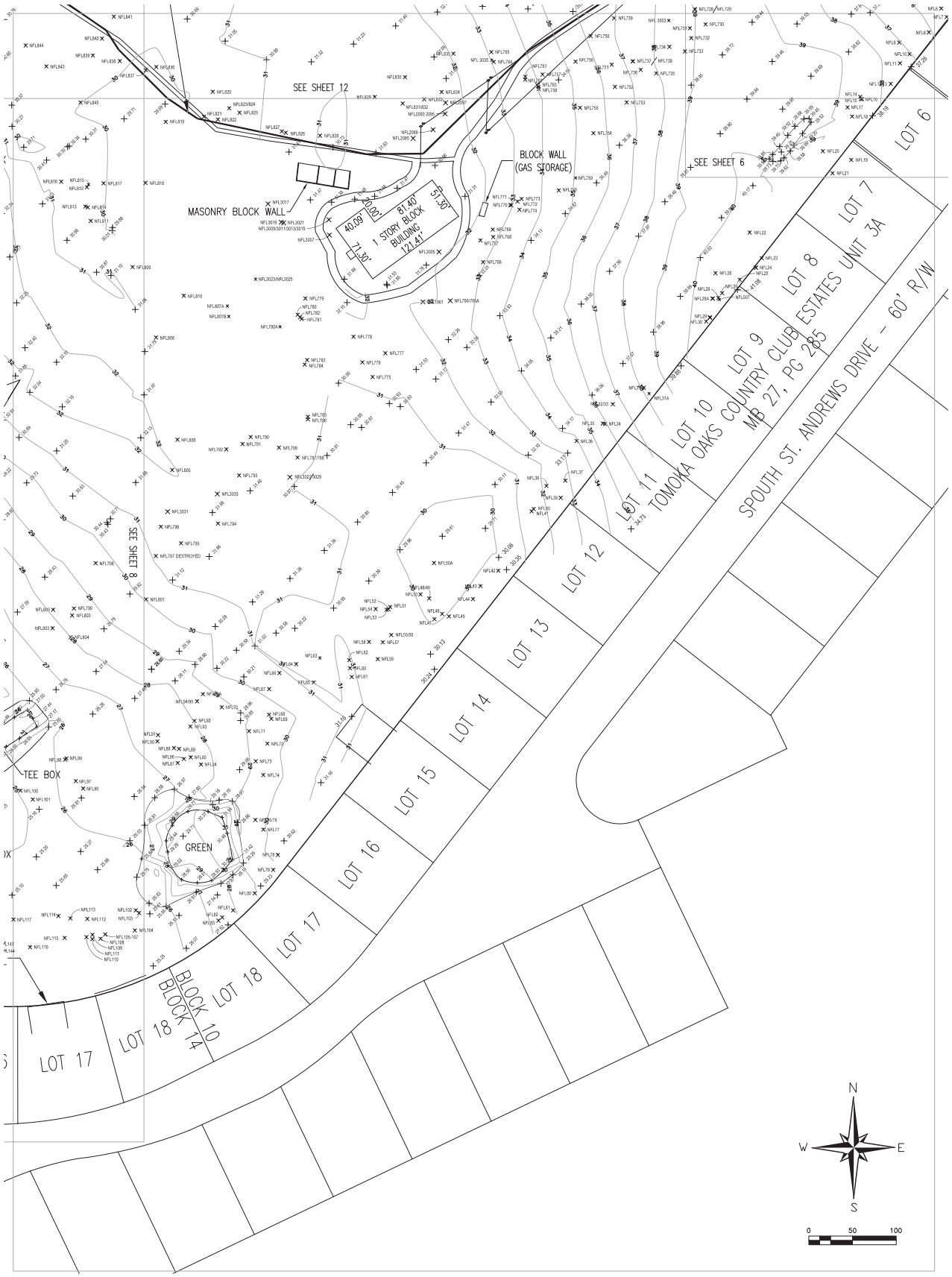

LEGEND

ELECTRIC SERVICE		TRAFFIC SIGNAL BOX	
MAIL BOX		CLEAN OUT	
SIGN		CONCRETE MONUMENT (CM)	
TREE		PERMANENT REFERENCE MONUMENT (PRM)	
FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)	
WATER METER		RADIAL LINE	
GUY ANCHOR		NON-RADIAL LINE	
UTILITY POLE		WATER VALVE	
IRON ROD/PRC WITH CAP (RC/RM)		EXISTING ELEVATION	
IRON ROD/PRC NO ID (R/P)		CABLE TELEVISION BOX	
TELEPHONE BOX			

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 7 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	4-13-2021	21-0493	J PENFIELD	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY	4-13-2021	21-1257	K HELMICK	J MOLLER	J ZAPERT
FOUNDATION SURVEY					
FINAL SURVEY					
RECERTIFICATION SURVEY					

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	—x—	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE			(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITRIOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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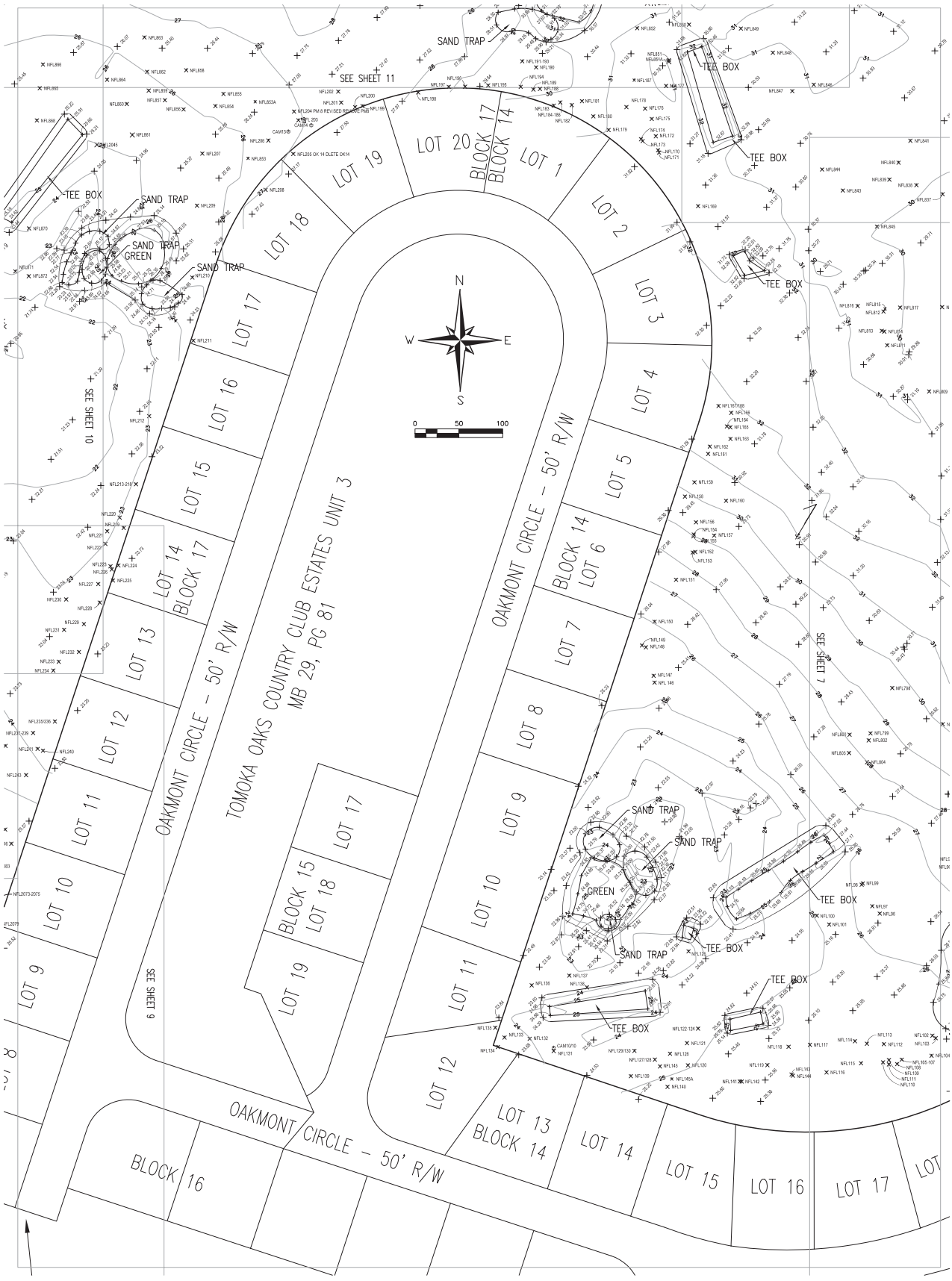
TO: EJTS HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; TRIUMPH OAKS OF ORMOND BEACH 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 7, 7(B)(1), 7(B)(2), 8, 11(B), 14, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 13, 2021. DATE OF PLAT OR MAP: APRIL 15, 2021

J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1
FOR CERTIFICATIONS



LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
(MB)	MAIL BOX	CO	CLEAN OUT
—	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
	IRON ROD/PIPE WITH CAP (RC/PC)		EXISTING ELEVATION
	IRON ROD/PIPE NO ID (R/P)	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 8 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–
BOUNDARY SURVEY	: 4-13-2021	– 21-0493	– J PENFIELD	– D HITCHCOCK	– J ZAPERT
TOPOGRAPHIC SURVEY	: 4-13-2021	– 21-1257	– K HELMICK	– J MOLLER	– J ZAPERT
FOUNDATION SURVEY	:	–	–	–	–
FINAL SURVEY	:	–	–	–	–
RECERTIFICATION SURVEY	:	–	–	–	–

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	— W —	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	— E —	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE			(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITRIOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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TO: EJTS HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; TRIUMPH OAKS OF ORMOND BEACH 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

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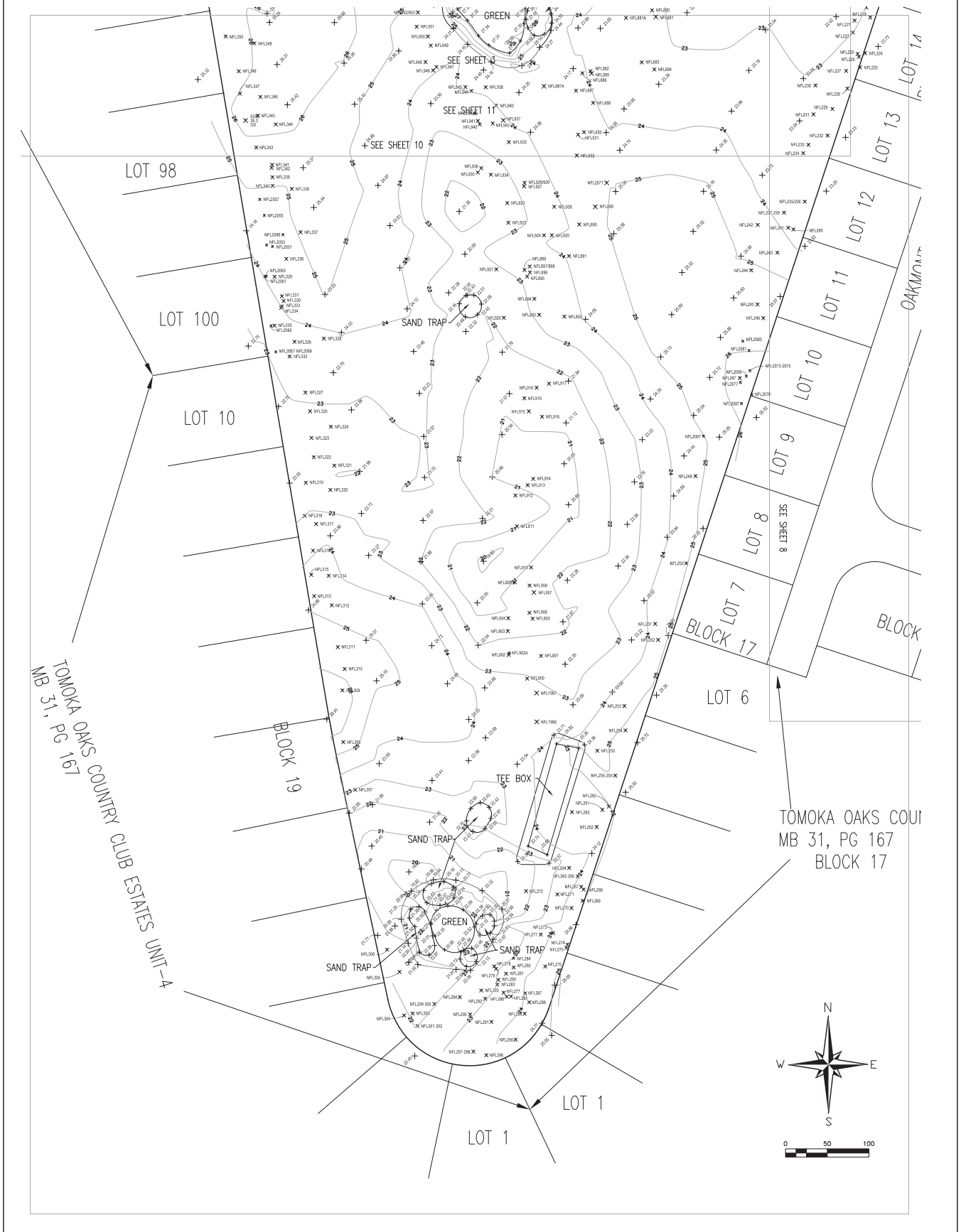
J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1
FOR CERTIFICATIONS



LEGEND

EB	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
—	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
IR	IRON ROD/PIPE WITH CAP (RIC/RPC)		EXISTING ELEVATION
	IRON ROD/PIPE NO ID (IR/IP)	CATV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 9 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	4-13-2021	21-0493	J PENFIELD	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY	4-13-2021	21-1257	K HELMICK	J MOLLER	J ZAPERT
FOUNDATION SURVEY					
FINAL SURVEY					
RECERTIFICATION SURVEY					

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	— W —	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	— E —	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE		CENTERLINE	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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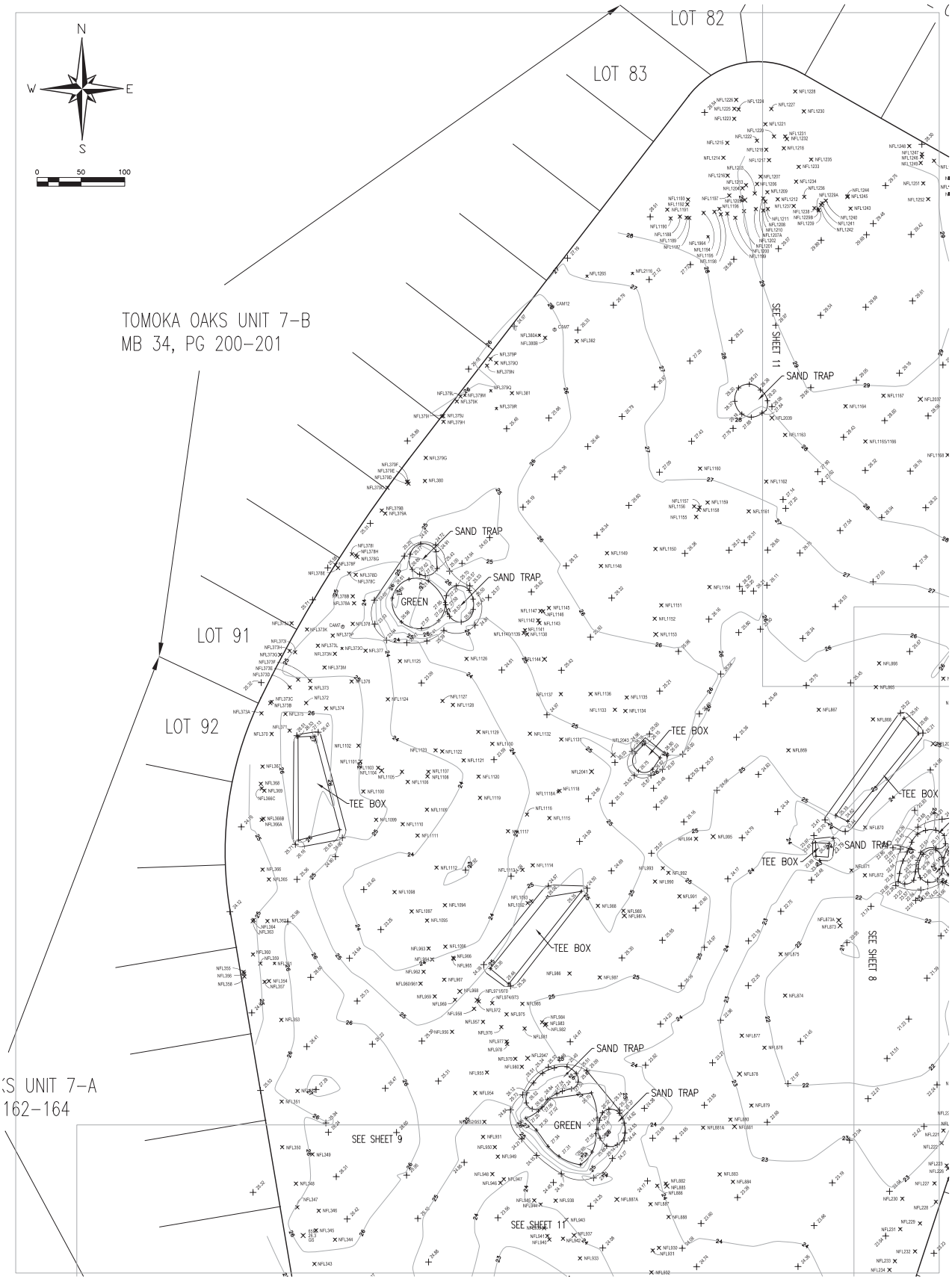
J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1
FOR CERTIFICATIONS



LEGEND

ES	ELECTRIC SERVICE	TS	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
UP	UTILITY POLE	WV	WATER VALVE
	IRON ROD/PIPE WITH CAP (RC/PC)		EXISTING ELEVATION
	IRON ROD/PIPE NO ID (R/P)	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
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CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
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INV	INVERT	CONC	CONCRETE	℄	CENTERLINE			(DESC)	DESCRIPTION	MH	MANHOLE

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
20 TOMOKA OAKS BOULEVARD
ORMOND BEACH, FLORIDA 32174

FOR: TRIUMPH OAKS OF ORMOND BEACH 1, LLC
SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 10 OF 13

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
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FOUNDATION SURVEY					
FINAL SURVEY					
RECERTIFICATION SURVEY					

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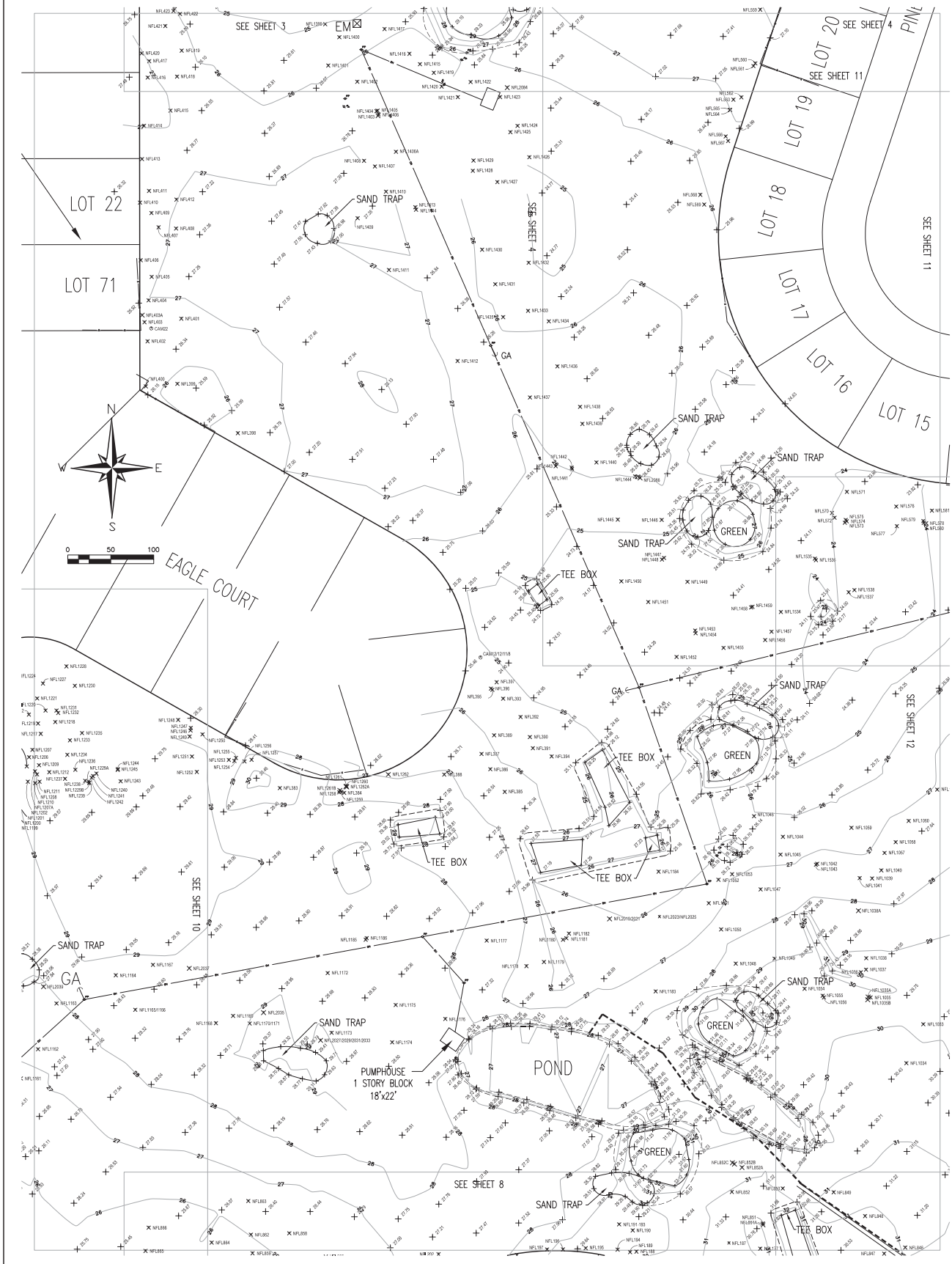
J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1
FOR CERTIFICATIONS



LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
— SGN	SIGN	□	CONCRETE MONUMENT (CM)
TREE		■	PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT	△	PERMANENT CONTROL POINT (PCP)
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○ IR/P	IRON ROD/PIPE NO ID (R/P)	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB
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SCALE: 1"=50' FIELD BOOK: 1454 PAGE(S): 20-31 SHEET 11 OF 13

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SPECIFIC PURPOSE	:	–	–	–	–
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RECERTIFICATION SURVEY	:	–	–	–	–

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ES	ELECTRIC SERVICE	OPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
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INV	INVERT	CONC	CONCRETE					(DESC)	DESCRIPTION	MH	MANHOLE

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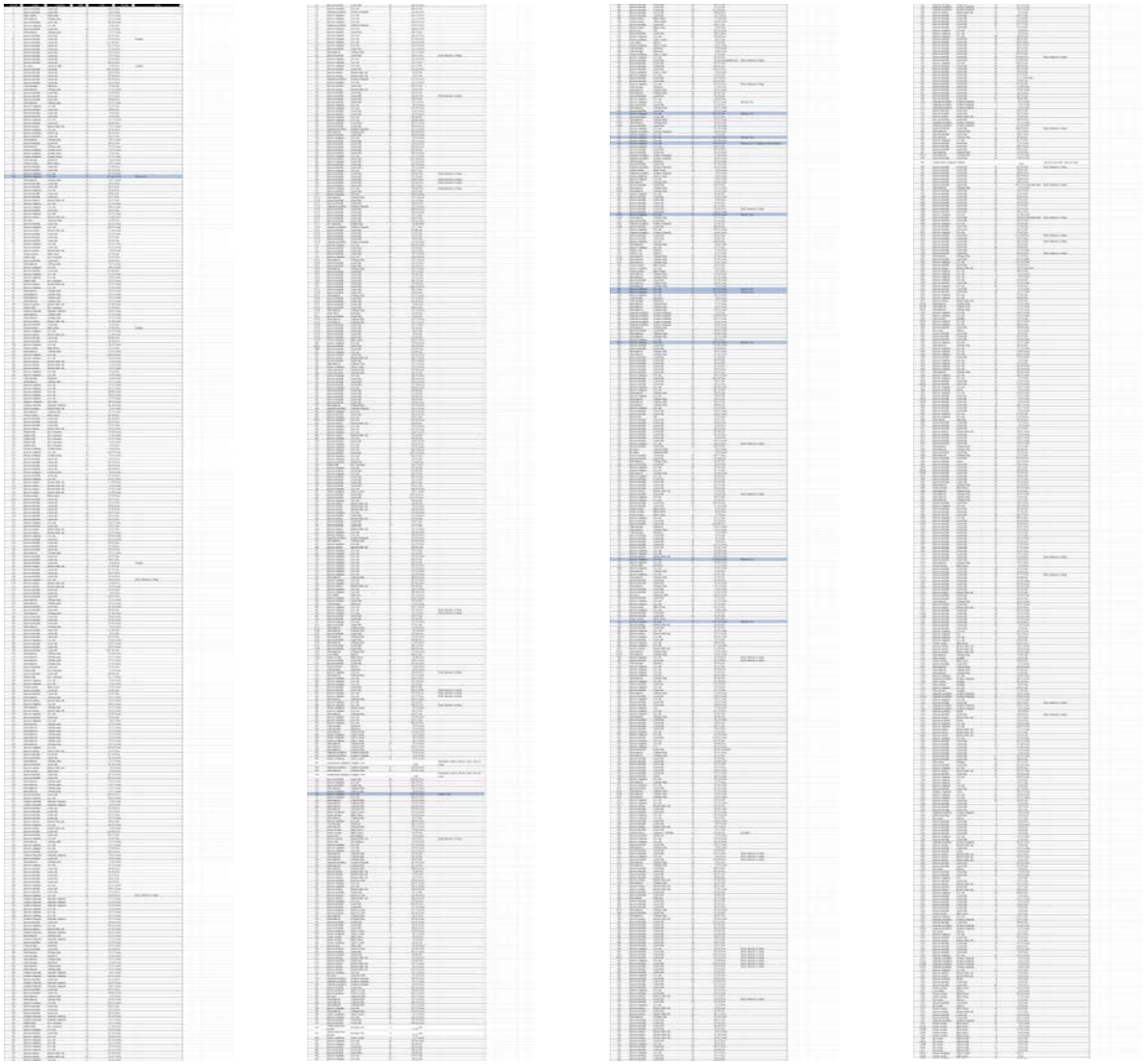

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE
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CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FPAL CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	—·—	AERIAL UTILITY LINE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE			(P)	PLAT	(R)	RADIAL
VCP	VITRIOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE			(DESC)	DESCRIPTION

WES	WITERED END SECTION		
RCP	REINFORCED CONCRETE PIPE		
CMP	CORRUGATED METAL PIPE		
MH	MANHOLE		
MB	MAP BOOK		
BK	BOOK		
OR	OFFICIAL RECORDS BOOK		
PG	PAGE		
ID	IDENTIFICATION		
(TYP)	TYPICAL		
MH	MANHOLE		

ALTA/NSPS LAND TITLE SURVEY OF SAM SNEAD GOLF & COUNTRY CLUB 20 TOMOKA OAKS BOULEVARD ORMOND BEACH, FLORIDA 32174

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
MB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
PP	UTILITY POLE	WV	WATER VALVE
	IRON ROD/PIPE WITH CAP (RIC/PIC)		EXISTING ELEVATION
	IRON ROD/PIPE NO ID (IR/IP)	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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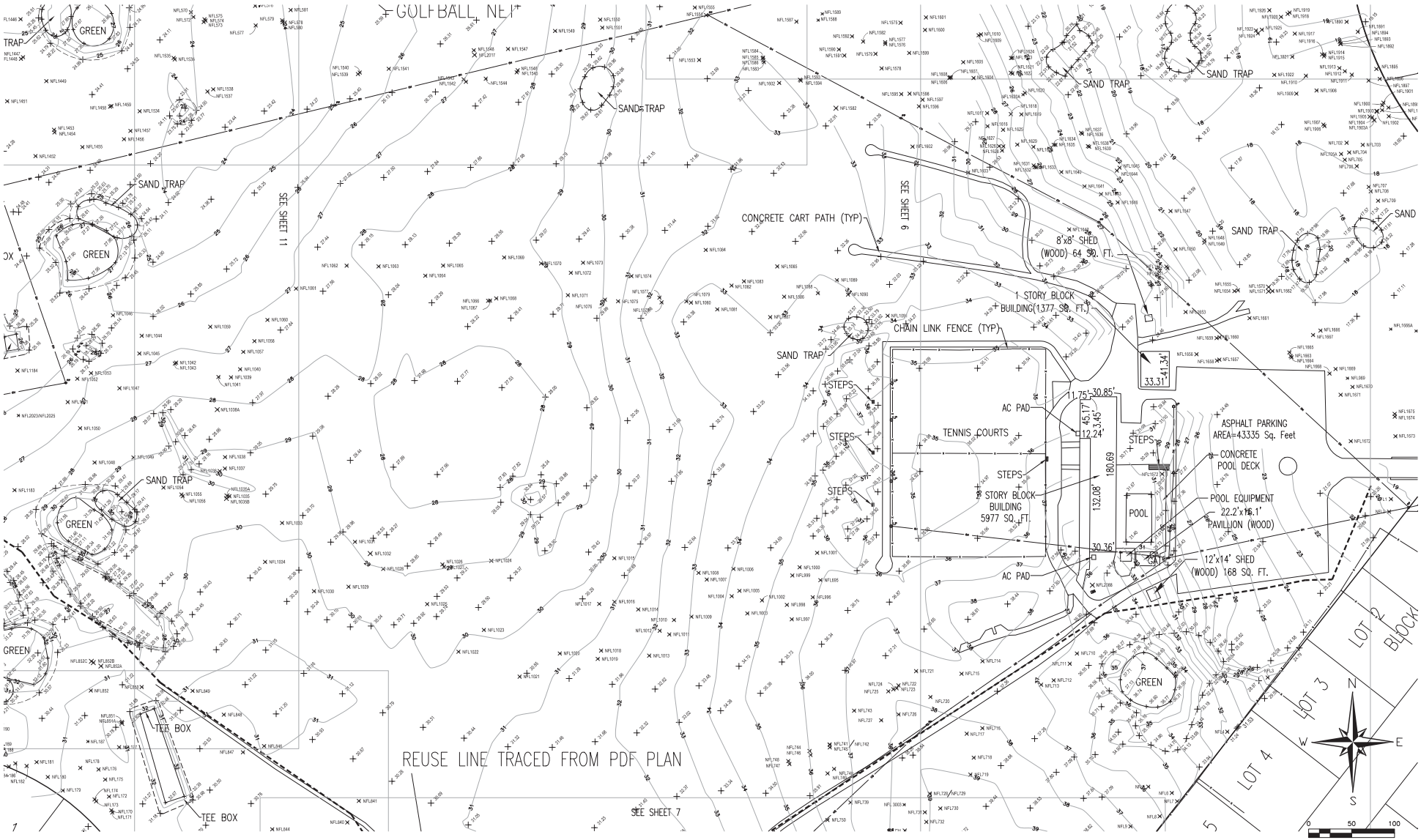
TO: EJTS HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; TRIUMPH OAKS OF ORMOND BEACH 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 7, 7(B)(1), 7(B)(2), 8, 11(B), 14, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 13, 2021. DATE OF PLAT OR MAP: APRIL 15, 2021

J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1 FOR CERTIFICATIONS



SCALE: 1"=50'

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP/ML CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE			(NR)	NON RADIAL	— / —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE			(DESC)	DESCRIPTION	MH	MANHOLE

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
CMB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT (CM)
	TREE		PERMANENT REFERENCE MONUMENT (PRM)
FH	FIRE HYDRANT		PERMANENT CONTROL POINT (PCP)
WM	WATER METER	(R)	RADIAL LINE
GA	GUY ANCHOR	(NR)	NON-RADIAL LINE
PP	UTILITY POLE	WV	WATER VALVE
	IRON ROD/PIPE WITH CAP (RR/PKS)		
	IRON ROD/PIPE NO ID (R/P)	EV	EXISTING ELEVATION
BTB	TELEPHONE BOX	CTV	CABLE TELEVISION BOX

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J.E. ZAPERT P.L.S. NO. 4046 SEAL

SEE SHEET 1 FOR CERTIFICATIONS

ATTACHMENT 4

Applicant provided information

- Project Narrative, dated June 7, 2023
- Tomoka Reserve Buffer Planting and Maintenance Plan, dated June 6, 2023
- Tomoka Reserve density study
- Bicycle & Pedestrian Analysis, dated December 19, 2022
- Biological Assessment and Environmental Site Assessment, dated August 12, 2021
- Holding Analysis, December 19, 2022

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June 7, 2023

VIA ELECTRONIC DELIVERY

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tomoka Reserve Redevelopment - Rezoning/Planned Residential Development – Project Narrative

Dear Steven:

As you know, it is the Firm's pleasure to represent Triumph Oaks of Ormond Beach I, LLC (the "Applicant") with respect to the redevelopment and rezoning to Planned Residential Development of the property comprising the former Tomoka Oaks Golf Course. The proposed redevelopment of the site will rejuvenate the vacant golf course into residential homes that will complement the caliber of existing homes in the vicinity of the former golf course and provide additional housing opportunities to residents.

This project aims to redevelop the underutilized property, which was formerly a failed golf course, by providing a residential development that will promote growth and economic investment within the area. In designing the proposed redevelopment plan, the Applicant took great measures to ensure that project would complement the surrounding area and integrate with the surrounding residential neighborhood. The proposed development plan is comprised of a maximum of 276 residential units contained within the approximately 147 acres of land. The proposed unit count equates to a maximum density of 1.87 units/acre. The existing Tomoka Oaks neighborhood is comprised of 546 single family residential units across approximately 260 inclusive acres, for an average density of 2.09 units/acre. If the existing Escondido Condominiums are also included, comprising 40 units over 4.01 acres, the density of the existing neighborhood has a density of 2.21 units/acre. The proposed residential development was intentionally limited to ensure compatibility with the existing home sites surrounding the property. The proposed density is also well beneath the maximum density set forth in the City's Comprehensive Plan for Low Density Residential land uses, which provides for up to 4.3 units/acre, which would translate to 632 dwelling units.

The Applicant also understands the importance of both preserving landscaping within the site and providing adequate buffering between the proposed and existing residential uses. The Applicant has made all efforts possible to preserve the 16 historic trees within the property. The conceptual plan provided to the City illustrates a development pattern that will preserve all historic trees within the site, and meet all City requirements for preservation and mitigation of specimen trees. In the areas of the site abutting existing residential homes, the City's LDC provisions would require a six (6) foot landscaped area between uses. The Applicant has suggested that a minimum buffer of fifty (50) feet, planted to a Type 4 buffer under the City's LDC, is appropriate between the two residential developments. The current conceptual layout includes the provision of a minimum fifty (50) foot, and average one hundred twenty-nine (129) foot green area abutting existing residential uses. The project exceeds the required natural preservation area required by the City.

Design of the project is intended to promote a residential neighborhood featuring a variety of aesthetically pleasing home types and designs, in order to promote a diverse, architecturally rich neighborhood that will complement the existing variety demonstrated in the Tomoka Oaks neighborhood. The proposed development, located centrally to existing homes, is intended to promote pedestrian pathways throughout the neighborhood's sidewalk network that will provide additional opportunities for residents to walk and bike through the neighborhood, including the voluntary installation of a sidewalk network along one side of public roadways within the project that will provide a safe area for walking, exercise, and biking. The project will also include amenity areas for residents and pocket parks located throughout the property to ensure adequate recreational areas and green space. The project design also includes the extension of the sidewalk network out to Nova Road, and accommodation of space within the site to accommodate City reuse needs.

The property does not contain any wetland systems, and will be benefitted through the addition of stormwater treatment features, as outlined herein. 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 the Tomoka River, which is an impaired water body. Redeveloping the site through the use of dry ponds with existing vegetation will help promote the intake and filtration of stormwater and runoff from the property by retaining the water for treatment prior to its outflow into the river. The site is currently designed to store all water from a 25 year, 24-hour storm event without discharge, exceeding state and local requirements.

Redevelopment of the site for residential uses will also remediate environmental impacts from the property's former use as a golf course, which can result in impacts to soil from the abundant application of pesticides and fertilizers. Redevelopment of the site will be in accordance with a Soil Management Plan reviewed and approved by the Florida Department of Environmental Protection.

In addition to these benefits, the proposed project also promotes the following goals and objectives of the City's Comprehensive Plan:

POLICY 1.1.2. Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.

Response: The proposed development will include the provision of a pedestrian sidewalk network throughout the project, including the installation of an eight (8) foot wide trail, as shown on the conceptual plan along one side of public roadway within the project, that may be used by residents for walking, exercising, and biking. The proposed development also includes a central amenity area, designed to include a playground, adult recreational facilities such as pickle ball courts and exercise equipment, and outdoor seating areas.

POLICY 1.1.6. Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Response: The proposed development is an infill project designed to create additional housing opportunities for residents in an area where urban services are readily available. The conceptual development plan includes the provision of a mix of both lot sizes and unit types to promote compatibility with surrounding home sites on the exterior of the property and allow for a mixture of housing opportunities throughout the core of the property.

POLICY 1.1.7. Continuously review and modify development and building regulations to provide for sound residential communities and quality housing.

Response: The proposed development will be designed and constructed in accordance with the latest development and building regulations at the local and state level, to ensure that the development is comprised of residential homes of a quality and character that will promote a long-lasting, aesthetically pleasing residential neighborhood in one of the City's core areas, with a community association that will ensure continued protection of the values and aesthetics of the existing and proposed homes.

POLICY 1.1.14. Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit oriented development and walkable residential areas.

Response: The proposed residential development is a residential infill project that repurposes a former golf course property into a walkable, compatible residential neighborhood that complements surrounding single family homes. The proposed mulituse path within the property will promote walkability and cluster residential uses in near proximity to existing urban services. The development project includes a range of lot sizes to promote infill opportunities – as we know, the County has recently discussed the importance of flexible lot sizes to encourage infill design, and has even removed minimum lot sizes entirely within their Planned Development process.

POLICY 2.2.1. The City shall limit urban sprawl by directing urban growth to those areas where public facilities and services are available.

Response: As noted herein, the proposed project is located in an area where existing services are in place to support the development.

POLICY 2.2.5. In order to protect natural resources, new development and redevelopment shall be encouraged to infill existing developed areas

Response: The proposed residential development is a residential infill project that repurposes a former golf course property into a walkable, compatible residential neighborhood that complements surrounding single family homes. The proposed pedestrian path within the property will promote walkability and cluster residential uses in near proximity to existing urban services.

POLICY 2.4.7. Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas were services and facilities exist or are planned.

Response: The conceptual development plan includes the provision of a mix of both lot sizes and unit types to promote compatibility with surrounding home sites on the exterior of the property and allow for a mixture of housing opportunities throughout the core of the property. The clustered residential uses will allow for additional open space through the planned amenity center illustrated on the conceptual plan for the site.

POLICY 2.4.10. Direct development towards existing residential communities and planned growth areas already served by infrastructure, to utilize resources that existing neighborhoods offer, thereby conserving open space and natural resources on the urban fringe.

Response: The proposed residential development is a residential infill project that repurposes a former golf course property into a walkable, compatible residential neighborhood that complements surrounding single family homes. The proposed pedestrian path within the property will promote walkability and cluster residential uses in near proximity to existing urban services.

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

Existing development on the property does not have an underlying zoning designation for comparison, as the former Development Agreement for the property is no longer applicable. As such, for narrative purposes, the Applicant has provided an overview of the requested development criteria in comparison to the R-2 zoning district, which makes up the zoning for the existing single

family homes in the vicinity of the property. The Applicant is modifying the development standards from the R-2 zoning district as follows:

1. Lot width: conceptual development of the property includes the provision of a minimum of 80' rear lot lines where single family homes are located directly adjacent to the proposed 50' landscape buffer, as illustrated on the conceptual plan. The Applicant is requesting the ability to provide a minimum lot width of 50' for the residential homes types located within the core areas of the property.

    a. The proposed development includes the provision of a variety of unit types to provide for a wider range of housing options with the project. The conceptual plan is set up to ensure compatibility between use types so that existing residential homes are abutting residential unit types with larger lot widths or preserved green/open areas. The smaller lot widths are intended to be located centrally to the project, in the area comprising and surrounding the former clubhouse building, where they are appropriately screened from existing residences. This approach allows the provision of housing at different size and price points to support a diversity of housing options within Ormond Beach and allows for clustering of space to allow additional green space for buffering between the existing and proposed development, and the preservation of historic trees on site.

    b. The proposed development plan has a proposed minimum lot width of 80', with lot areas that are directly equivalent to the minimum required lot size within the existing neighborhood. The proposed design creates a small transitional area between the proposed homes along the perimeter of the site and the smaller lot footprint on the interior, which is proposed at a minimum of 50'. This transitional lot width will be of a lesser impact than pre-existing neighboring uses and intensities.

    c. Included with these materials is an exhibit showing the average setbacks included between lots – the exhibit illustrates that a layout of 80' lot widths along the perimeter creates the same amount of open space, or visibility corridor, as a 100' lot width would provide, which was a concern raised by the residents. Taking into account the voluntary landscaping buffer being provided by the Applicant, the visual impact of the site, when compared between 80' and 100' lots, should not result in any decrease of open space (i.e., the proposed 80' lot width will not result in an increase in visibility of linear feet of structure, when viewed from the existing neighborhood).

2. Lot coverage: the Applicant is requesting building coverage equal to 50% of the lot area. The shift to larger indoor living areas has become the market standard as individuals spend more time within their homes, from remote working to social activities. The impervious surface area for the site remains in line with general requirements.

3. Setbacks: the Applicant has provided a custom setback table that provides details on the requested setbacks depending on the lot size and unit type to be constructed. Typical lot details are also included for review. The proposed setback matrix is intended to provide the ability to design pedestrian friendly neighborhoods utilizing front porches and other design features that enhance social wellbeing and provide for a community feeling throughout the site. Included with these materials are examples of other areas within Ormond Beach that have utilized elements of a New Urbanism design standard to create walkable, livable front yard areas while ensuring compatibility with surrounding homes.

Indoor Recreation

The Applicant is requesting a waiver from the requirement that indoor recreation be provided on site, so long as the square footage requirements for indoor recreation are met through additional outdoor recreational activities. Provided outdoor recreational facilities, which will comprise over 8 acres within the site, will allow for additional open space within the development and will allow for greater use of amenity areas by the existing and proposed residents.

Landscaping – Voluntary Benefit

Section 3-06 of the LDC provides for an installation of a six (6) foot buffer between the existing and proposed residential uses. The Applicant is voluntarily committing to a minimum fifty (50) foot buffer between the proposed use and the existing single family homes. The Applicant is committing to the provision of a minimum of the planting requirements set forth for the Level 4 buffer type, as detailed in LDC Section 3-06(d). The Applicant is requesting that bermed areas are permitted within the landscape buffer in order to preserve existing vegetation. Due to the high permeability of the soils on site, we do not expect the runoff to remain in the proposed bermed areas for a large period of time. We are proposing a native planting regimen equivalent to a Type 4 buffer, utilizing temporary irrigation as recommended by the USGBC. The proposed natural buffer system will provide a more natural screening area between the proposed and existing residences that is intended to be left in its natural state. An overview of the landscaping proposed for the site, along with implementation, maintenance, and monitoring procedures, is included herein.

Sincerely,

Robert A. Merrell III
Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com
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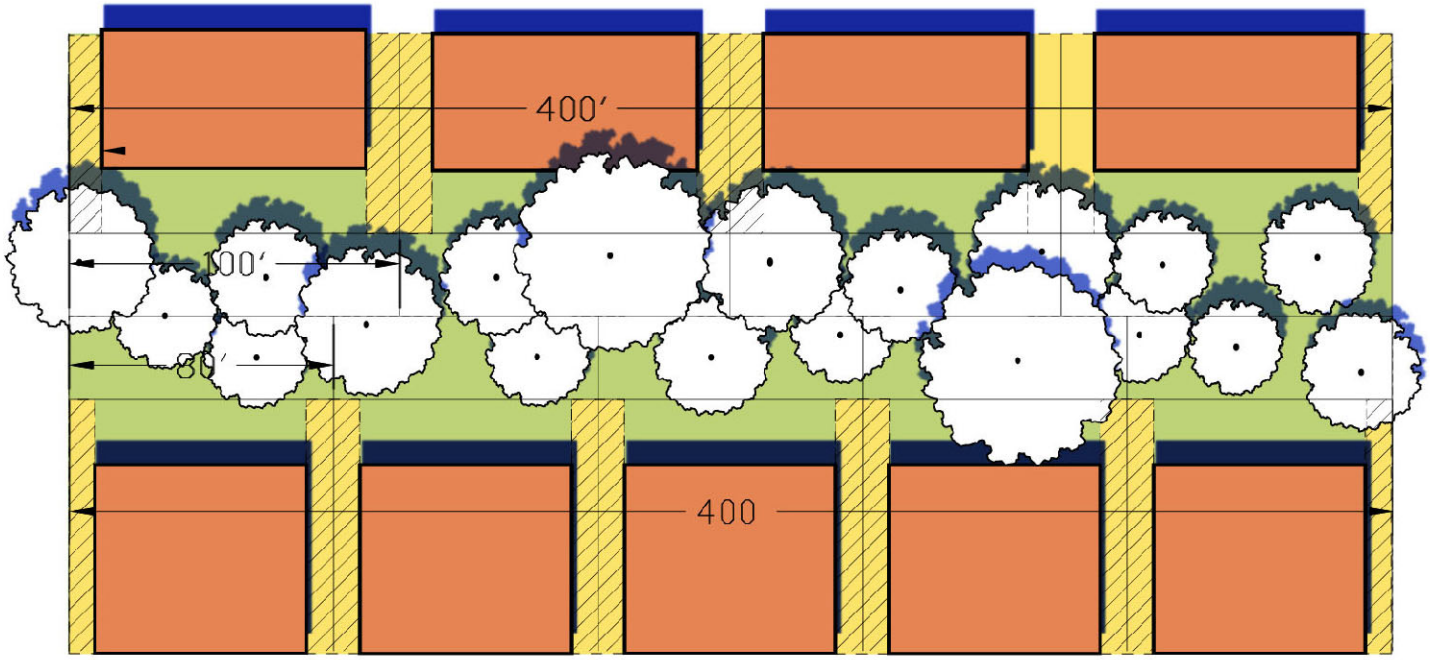
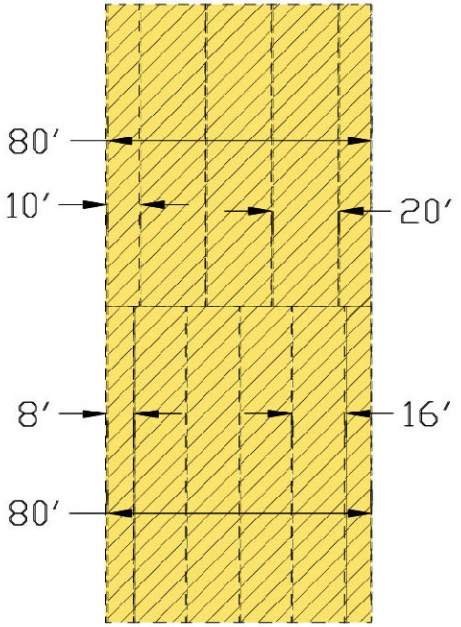
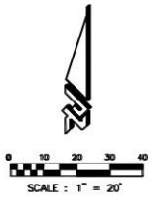




PER 400'
100' LOTS: 4 LOTS X 20' SETBACK = 80'
80' LOTS: 5 LOTS X 16' SETBACK = 80'



Tomoka Reserve Buffer Planting and Maintenance Plan

Ormond Beach, FL.
32174

Prepared for:

Triumph Oaks of Ormond Beach 1, LLC

June 6, 2023

Tomoka Reserve Buffer Planting & Maintenance Plan

Ormond Beach, FL.

This report was prepared by:



Don Spence, Ph.D.
Landscape Designer/Ecologist

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Appendix C Intact Buffer Enhancement ~ Shrub & bunch grass plantings where shrubs are absent ~
Appendix D Tree Planting Detail
Appendix E Shrub & Bunch Grass Planting Detail
Appendix F Native Plant List
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I. Project Objectives

A. Title of Proposal

Tomoka Reserve Buffer Planting and Maintenance Plan

B. Location

Tomoka Oaks Blvd., Ormond Beach, FL.

C. Buffer Planting Plan and Maintenance Plan objectives

1. Description

Tomoka Reserve is a 147.94-acre site with an approximate perimeter of 3.3 miles. As proposed, there is a 50-foot-wide vegetative buffer between the existing subdivisions and the perimeter lots in Tomoka Reserve that will be managed by the Tomoka Reserve's Homeowners Association. Today, much of the buffer contains trees and shrubs that provide screening between the existing homes and the proposed development. In areas where the buffer is sparce or where no vegetation is present, native trees, shrubs, bunch grasses, and wildflowers will be planted to enhance the native buffer.

2. Purpose and Need

The purpose of the Buffer Planting and Maintenance Plan is to describe how the buffer plants will be installed and maintained to maximize survivability. The overall objective of the buffer plantings will be to create a screen such that the existing homes and the new homes will have some level of visual screening so that each resident will have an obstructive view of the other.

The Tomoka Reserve development team is committed to keeping the ecology of the current buffer in place and increasing its integrity and diversity by using native vegetation. The existing and enhanced vegetative screen will also function as a resident and migratory bird refuge and provide habitat for small mammals and turtles. With our commitment to using a wide variety of native species, we will be increasing the biodiversity of this already important plant community.

Another important aspect of using native plants is their ability to tolerate drought once they are established. By using regionally appropriate species, we will also be removing the need for an in-ground irrigation system that would draw large volumes of water out of the aquifer. Using drought tolerant species also allows us to avoid digging irrigation trenches through the site, which would further damage the ecology of the buffer and potentially have negatively impact on nesting birds, damage gopher tortoise burrows, and disrupt small mammal habitat.

II. Existing Conditions

A. Physical

The physical ecology of this area is dominated by well drained soils, Appendix G. The entirety of the site, including the 50-foot buffer, is comprised of well-draining sandy soils such that there will be no long-term standing water. The topography of the site has gentile slopes where the eastern portion of the site is higher than the north, south, and western areas. There are no physical barriers present that would prohibit us from enhancing that existing vegetative buffer.

B. Existing biotic conditions

A tree survey was conducted in 2021 that determined that there are 1,971 trees on site that are made up of 21 species of trees. The site is also home to a wide variety of insects, reptiles, amphibians, and small mammals, all of which will benefit from the installation of more native trees, shrubs, grasses, and wildflowers. Around the entire site, approximately 70% of the 50-foot buffer has trees and shrubs that act as a visual screen. However, in many places beneath the canopy there are gaps in the understory that lack shrub screening.

III. Buffer Planting Plan

A. Planting plan description and design

In areas where we will plant trees and shrubs, we will follow the best management practices out lined in the American National Standards Institute (ANSI) 300 part 6 and Z60.1, and where the planting will follow the directions provided in Appendices D & E, Tree and Shrub Planting Details. The buffer design was created by a landscape designer that specialized in native plants (Appendix F) and approved by a landscape architect. For large trees, we will use plant material that has a minimum caliper of 2.5 inches and are between ten and twelve feet tall. Medium trees will be between six and eight feet tall and shrubs will range from one and a half to two feet tall.

In areas where there are no trees in the buffer, L-101 illustrates what the High Density buffer planting (Appendix A) will look like. Seven native trees will be placed 15 feet apart in a 20-foot wide strip that will be located in the center of the buffer. For the High Density areas, we will plant 3 large and 4 medium sized trees for each 100 linear foot area. The High Density area will also contain 30 shrubs and bunch grasses that will be evenly placed in front of the trees such they receive enough sunlight. Shrubs and bunch grasses will be spaced 3 feet apart.

Where there are vegetative gaps in the buffer, we have designed a Medium Density planting (Appendix B) arrangement that can be found on L-102. Where there are vegetative gaps, combinations of trees and shrubs will be used which will be determined by the size of the vegetative gap. For each 20-foot gap, we will use one large and one medium sized tree along with 10 shrubs and bunch grasses.

In areas where the tree line in the buffer is intact, we will target areas where the understory shrubs are absent and then add a mixture of shrubs and bunch grasses that will be planted three feet apart in the buffer gap, L-103 illustrates what the planting will resemble.

To install the trees, we will cut out a 4-foot diameter circle for each tree and we will remove a 2-foot diameter circle for each shrub and bunch grass. Once the plants are installed and watered, a ring of mulch will be placed around each tree, shrub, and bunch grass to aid in water-holding capacity of the soil. In addition, we will broadcast wildflower seeds in select areas associated with the buffer plantings. This will be a passive approach to increasing biodiversity with the intent of having native wildflowers eventually re-seed themselves each year.

B. Plant spacing

Trees and shrubs will be installed following the best management practices out lined in the American National Standards Institute (ANSI) 300 part 6 and Z60.1, Appendix D. Trees will be installed no closer than 15 feet on-center. Shrubs and bunch grasses will be spaced no closer than 3-feet on center, see Appendix E.

IV. Buffer Maintenance

Plants will be monitored and watered on a regular schedule, which is being developed by Don Spence, Ph.D., Board Certified Master Arborist. Over the short term, we anticipate a regular watering schedule that will require plants to be watered multiple times over a seven-day period. Over the long term, we have developed a watering plant that will span 26 weeks. Based on the recommendations from the arborist, we will extend watering if he determines it is needed for the plants to survive. Watering will be accomplished with a large water tank on a truck such that each plant will receive water by a person that will be able to confirm that enough water is provided. Since there are many species of wildlife that live in the buffer, we will not be installing above or below ground irrigation since the process of digging and trenching could displace, or harm protected species/existing flora.

Trees and shrubs will be inspected at a regular interval to assess their health and level of establishment. If trees or shrubs die during the watering period, they will be replaced following the guidelines in III.A. A key component to the success of the plantings will be to maintain soil moisture. To achieve maximum soil moisture, we will not remove large swaths of turfgrass; we will only remove enough grass to install the plant material and space to place a ring of mulch around the base of the trees, shrubs, and bunch grasses. If we were to remove all the grass in a planting area, the heat of the day will evaporate the latent moisture in the soil, further stressing the new plant material. We will only use native plants that are indigenous to east central Florida and are commonly found in Ormond Beach, Appendix F.

A. Watering Schedule

A watering schedule has been developed and provided below. Each watering event will be accomplished through the use of a truck and hand watering to ensure that each plant receives adequate water. If heavy rain events occur, the watering schedule will be modified so we are not over-watering or wasting water. The objective of each watering event will be to provide approximately 3 gallons of water to each tree through Phase II and then 2 gallons during Phase III. Shrubs and bunch grasses will be given approximately 2 gallons of water through Phase II and 1 gallon of water during Phase III.

Buffer Tree, Shrub, and Bunch Grass Watering Schedule

Plant Material Watering will span six-months (26 weeks)

Phase I – Water 5 times per week, once a day for **five weeks** if plants are installed in the fall and winter (water twice a day if plants are installed between May and September) and monitor plant establishment.
– Monday, Tuesday, Wednesday, Friday, & Saturday

Phase II – Water 3 times per week for **ten weeks** and monitor plant establishment.
– Monday, Wednesday, & Friday

Phase III – Water 2 times per week for **11 weeks** and monitor plant establishment.
– Monday & Thursday

* Watering frequency and volume of water may be adjusted depending on how well plants are becoming established, which will be determined by the arborist.

B. Vegetation Maintenance

The most important aspect of maintaining the newly installed trees, shrubs, and bunch grasses will be managing grass and weeds around the plants. Most of the buffer has an intact tree canopy and sparce ground cover due to the shade. Maintenance in areas where there is shade, maintenance will be less intense and will revolve around removing grass and weeds that are outcompeting the new plants. Most of the maintenance work will be accomplished through hand-pulling weeds and spraying the weeds with a mixture of vinegar, salt, soap, and water.

In areas where the buffer is largely absent, grass and weeds are prevalent. Due to the spacing between trees, shrubs, and bunch grasses, we will use a lawn mower to suppress the grass and weeds to limit competition. When necessary, we will use the vinegar solution to kill grasses and weeds that are encroaching into the plant material along with hand-pulling when necessary.

Appendix A

Typical Planting Layout

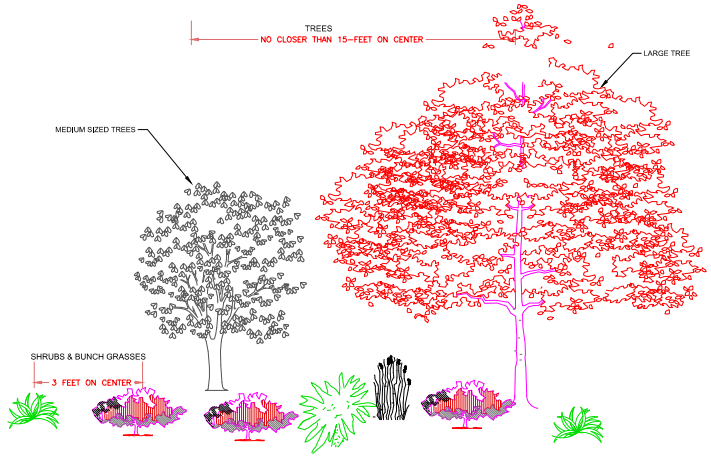
~ High density planting - no plants occur in front of homes ~

HIGH DENSITY BUFFER PLANTING - NO TREES PRESENT IN THE BUFFER

7 TREES AND 30 SHRUBS & GRASSES PER 100 LINEAR FEET. **HIGH DENSITY PLANTINGS** WILL OCCUR WHERE THERE IS LESS THAN 10% VEGETATIVE COVER IN FRONT PRIVATE PROPERTY.

- WITHIN THE 100-FOOT AREA, TREES WILL BE PLACED APPROXIMATELY 15-FEET APART WHILE SHRUBS AND BUNCH GRASS WILL BE PLACED APPROXIMATELY 3-FEET APART.
- FOR EACH 100-FOOT PLANTING AREA, THE PLANTING PATTERN WILL BE AS FOLLOWS:

  MED TREE - LG TREE - MED TREE - LG TREE - MED TREE - LG TREE - MED TREE
- FOR EACH 100-FOOT PLANTING AREA, SHRUBS & GRASSES WILL BE EVENLY SPACED.

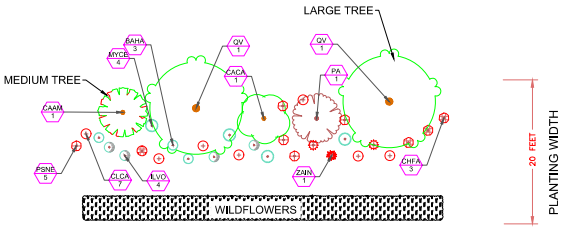


ELEVATION (FRONT) VIEW OF PLANTING - MEDIUM DENSITY PLANTING

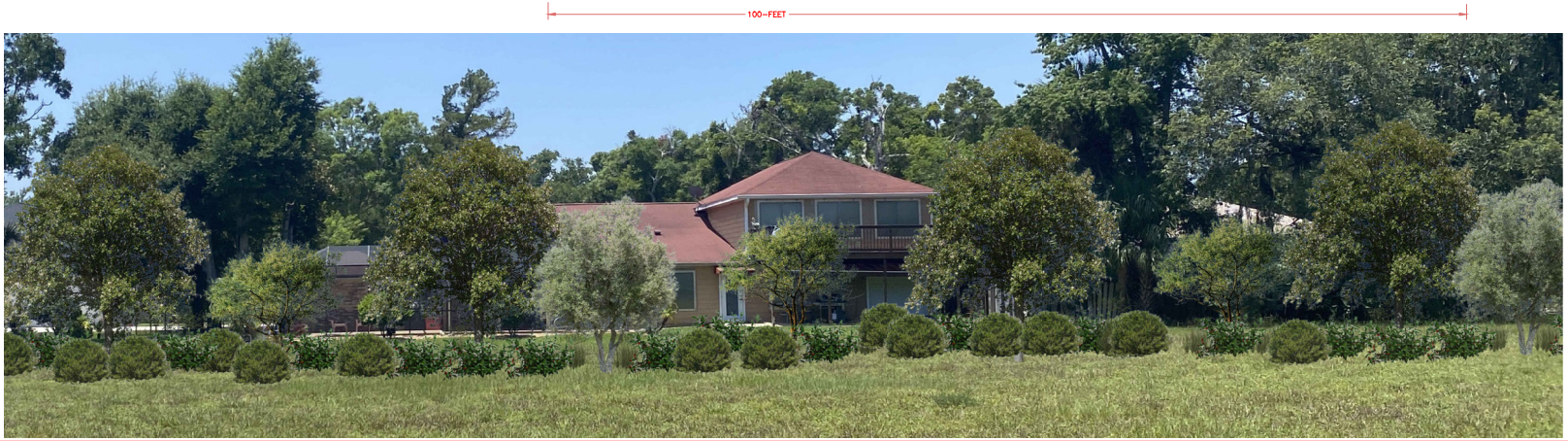
TREE, SHRUB, AND GROUND COVER SPECIES WILL CONSIST OF A MIXTURE OF SPECIES TO INCREASE BIODIVERSITY. FOR TREES, EACH PLANTING AREA WILL CONSIST OF THREE DIFFERENT SPECIES. FOR SHRUB AND GROUND COVER AREAS, NO MORE THAN 20% OF THE TOTAL PLANTS FOR THAT BUFFER PLANTING WILL BE THE SAME SPECIES.

POTENTIAL MEDIUM DENSITY PLANTING ARRANGEMENT

TREE AND SHRUB PLANTINGS WILL BE CONCENTRATED ON THE AREAS WHERE EXISTING NATURAL VEGETATION DOES NOT EXIST.



PLAN VIEW - HIGH DENSITY PLANTING, NO TREES IN THE BUFFER



CLIENT:
Tomoka Reserve
30 Tomoka Oaks Blvd.
Ormond Beach, FL.

PROJECT:
Buffer Planting plan

LOCATION:
30 Tomoka Oaks Blvd.
Ormond Beach, FL.

CONSULTANT:
AYRES
PLANNING AND DEVELOPMENT
Tampa Office
5875 Hidden River Pkwy, Suite 200
Tampa, Florida, 33637-1035 (813) 978-8688
Eau Claire Office
3433 Oakwood Hills Pkwy
Eau Claire, Wisconsin, 54701 (715) 884-3161

REVISIONS DATE

DESIGNED BY: Don Spence, Ph.D.
DRAWN BY: Don Spence, Ph.D.
DATE: 09-16-2022
PROJECT NUMBER:

SHEET TITLE:
HIGH DENSITY BUFFER LAYOUT ELEVATION VIEW

SHEET NUMBER:
L-101

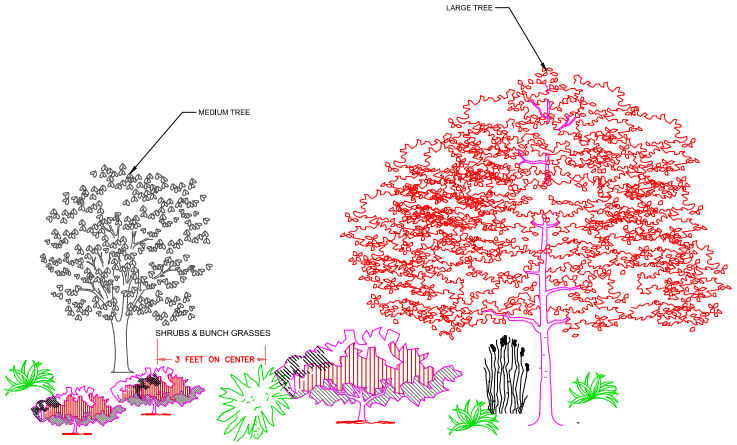
Appendix B

Typical Planting Layout

~ Medium density planting where some buffer trees are missing ~

MEDIUM DENSITY BUFFER PLANTING - TREES ARE PRESENT IN THE BUFFER

WITHIN THE TREE/BUFFER GAPS, TREES, SHRUBS, AND BUNCH GRASSES WILL BE USED IN GROUPINGS OF ONE LARGE TREE, ONE MEDIUM TREE, AND TEN SHRUBS FOR EACH 20-FOOT GAP, OR FRACTION THEREOF FOR EVERY 100-FOOT SECTION.

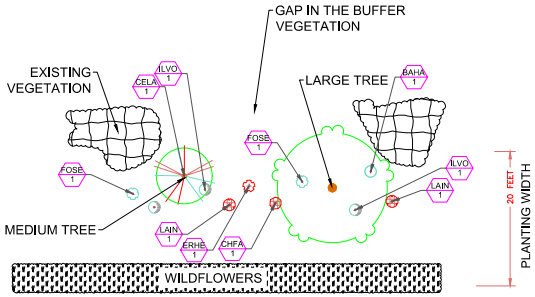


ELEVATION (FRONT) VIEW OF PLANTING - MEDIUM DENSITY PLANTING

TREE, SHRUB, AND GROUND COVER SPECIES WILL CONSIST OF A MIXTURE OF SPECIES TO INCREASE BIODIVERSITY. FOR TREES, EACH PLANTING AREA WILL CONSIST OF THREE DIFFERENT SPECIES. FOR SHRUB AND GROUND COVER AREAS, NO MORE THAN 20% OF THE TOTAL PLANTS FOR THAT BUFFER PLANTING WILL BE THE SAME SPECIES.

POTENTIAL MEDIUM DENSITY PLANTING ARRANGEMENT

TREE AND SHRUB PLANTINGS WILL BE CONCENTRATED ON THE AREAS WHERE EXISTING NATURAL VEGETATION DOES NOT EXIST.



PLAN VIEW - MEDIUM / LOW DENSITY PLANTING, WHERE GAPS OCCUR IN THE BUFFER



CLIENT:
Tomoka Reserve
30 Tomoka Oaks Blvd.
Ormond Beach, FL.

PROJECT:
Buffer Planting plan

LOCATION:
30 Tomoka Oaks Blvd.
Ormond Beach, FL.

CONSULTANT:
AYRES
PLANNING AND DEVELOPMENT

Tampa Office
5875 Hidden River Pkwy, Suite 200
Tampa, Florida, 33637-1035 (813) 978-8688

Eau Claire Office
3433 Oakwood Hills Pkwy
Eau Claire, Wisconsin, 54701 (715) 884-3161

REVISIONS DATE

DESIGNED BY: Don Spence, Ph.D.
DRAWN BY: Don Spence, Ph.D.
DATE: 09-16-2022
PROJECT NUMBER:

SHEET TITLE:
MEDIUM/LOW DENSITY BUFFER LAYOUT

SHEET NUMBER:
L-102

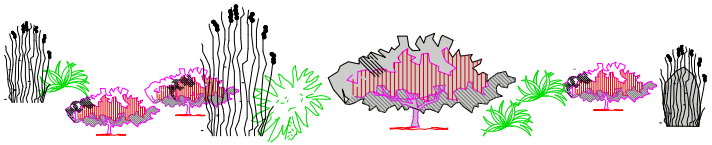
Appendix C

Intact Buffer Enhancement

~ Shrub & bunch grass plantings where shrubs are absent ~

BUFFER PLANTING WHEN TREES ARE PRESENT IN THE BUFFER - UNDERSTORY GAPS

WHEN 7 OR MORE TREES EXIST IN A CONTINUOUS LIINE OVER A 100 FOOT SECTION, ONLY SHRUBS, AND BUNCH GRASSES WILL BE USED WHEN UNDERSTORY GAPS OCCUR.

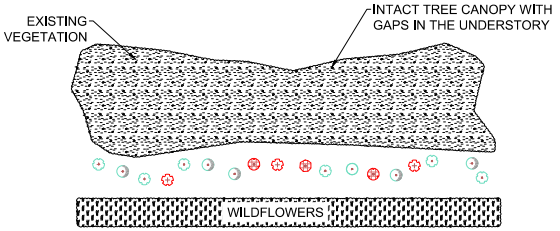


ELEVATION (FRONT) VIEW OF PLANTING - SHRUBS & GRASSES PLANTING

TREE, SHRUB, AND GROUND COVER SPECIES WILL CONSIST OF A MIXTURE OF SPECIES TO INCREASE BIODIVERSITY. FOR TREES, EACH PLANTING AREA WILL CONSIST OF THREE DIFFERENT SPECIES. FOR SHRUB AND GROUND COVER AREAS, NO MORE THAN 20% OF THE TOTAL PLANTS FOR THAT BUFFER PLANTING WILL BE THE SAME SPECIES.

POTENTIAL MEDIUM DENSITY PLANTING ARRANGEMENT

TREE AND SHRUB PLANTINGS WILL BE CONCENTRATED ON THE AREAS WHERE EXISTING NATURAL VEGETATION DOES NOT EXIST.





CLIENT:
Tomoka Reserve
30 Tomoka Oaks Blvd.
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PROJECT:
Buffer Planting plan

LOCATION:
30 Tomoka Oaks Blvd.
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CONSULTANT:
AYRES
PLANNING AND DEVELOPMENT

Tampa Office
8875 Hidden River Pkwy, Suite 200
Tampa, Florida, 33637-1035 (813) 976-8688
Eau Claire Office
3433 Oakwood Hills Pkwy
Eau Claire, Wisconsin, 54701 (715) 884-3161

REVISIONS DATE

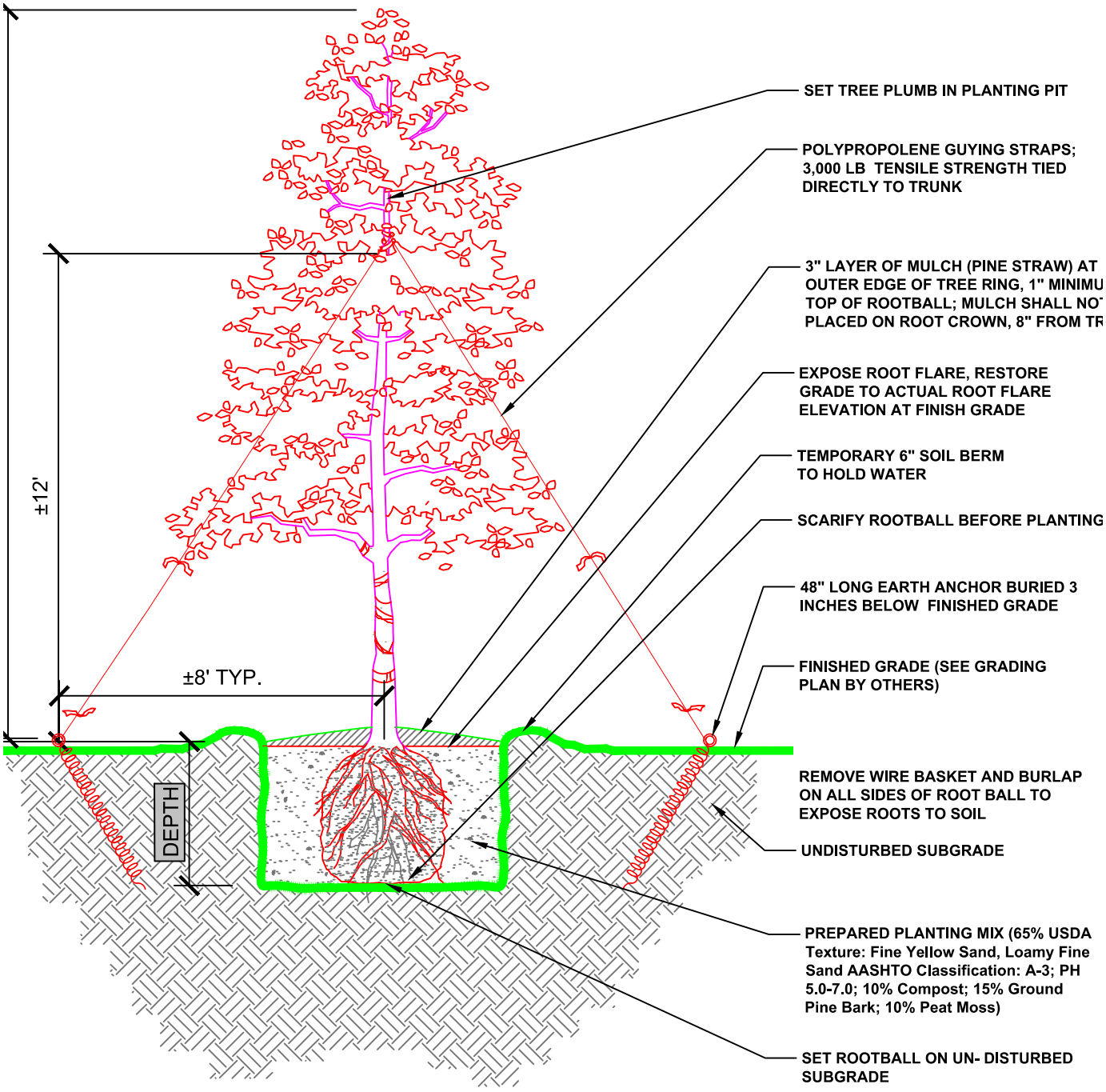
DESIGNED BY: Don Spence, Ph.D.
DRAWN BY: Don Spence, Ph.D.
DATE: 09-16-2022
PROJECT NUMBER:

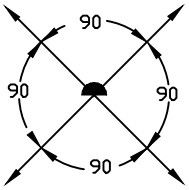
SHEET TITLE:
INTACT BUFFER ENHANCEMENT LAYOUT

SHEET NUMBER:
L-103

Appendix D

Tree Planting Detail





STAKING DIAGRAM
PLAN VIEW

NOTES:

1. ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION. SEE LANDSCAPE NOTES ON SEPARATE SHEET.
2. WATERING REQUIREMENTS ARE DIFFERRENT FOR EACH TREE SPECIES AND SOIL CONDITION. CONSULT AN ARBORIST AS TO THE APPROPRIATE WATER REGIMEN.
3. DISCARD SUBGRADE REMOVED FROM PLANTING PIT AND REPLACE WITH PREPARED SOIL MIX, PER SPECIFICATIONS. PLACE NEW SOIL MIX AROUND ROOTBALL IN SIX-INCH LAYERS, FIRMLY TAMPING AND WATERING EACH LAYER UNTIL THE PLANTING PIT IS FILLED TO FINISHED GRADE LEVEL.
4. TREES UNDER 3 INCH CALIPER DO NOT REQUIRE TO BE GUYED; HOWEVER CONTRACTOR IS RESPONSIBLE TO ENSURE TREES DO NOT BLOW OVER DURING MAINTENANCE PERIOD.

NOTES FOR ALL PLANTINGS:

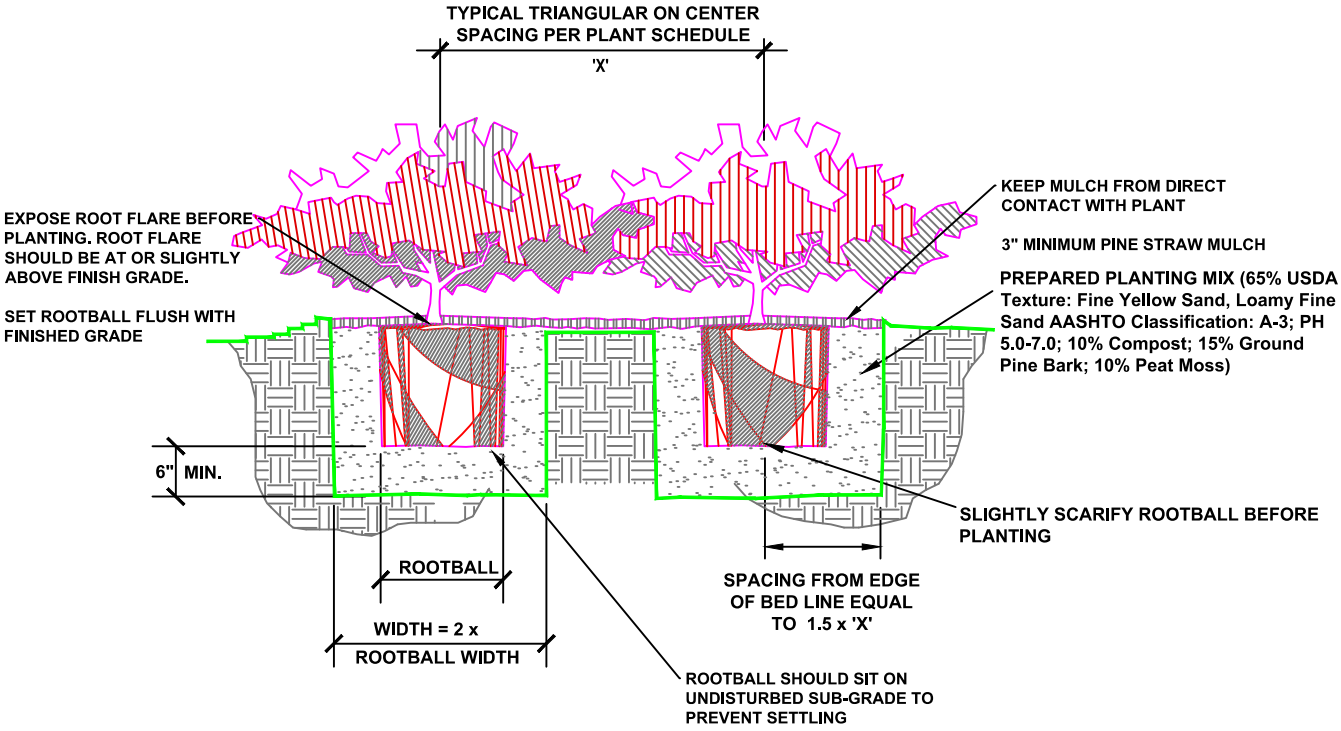
1. DO NOT MOUND OR INSTALL MULCH AGAINST THE TRUNK OR STEM OF TREES AND SHRUBS OR THE CROWN OF PERENNIALS AND GROUNDCOVERS. THERE SHOULD BE FREE AND OPEN AIR CIRCULATION AROUND THE TRUNK OF THE PLANT AND THE GROUND IN THE IMMEDIATE AREA AT THE BASE OF THE TRUNK.
2. CONTRACTOR TO REMOVE ALL WIRE BASKETS AND BURLAP FROM B&B PLANTS LEAVING ONLY THE FABRIC AND WIRE ON THE VERY BOTTOM OF BALL IF IMPOSSIBLE TO REMOVE.

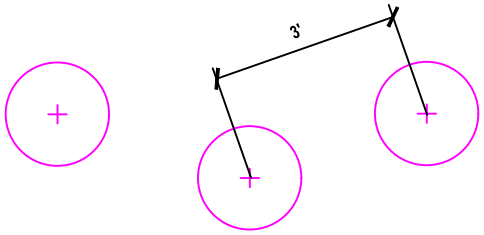
LARGE TREE PLANTING & GUYING DETAIL

N.T.S.

Appendix E

Shrub & Bunch Grass Planting Detail





NOTES:

1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING BEDS / PITS PRIOR TO INSTALLATION.
2. PLACE A 6 INCH SOIL BERM TO HOLD WATER.

ALL SHRUBS & GROUNDCOVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED. REFER TO PLANT SCHEDULE FOR INDIVIDUAL PLANT SPACING FOR A MINIMUM DISTANCE OF 24-INCHES.

TYPICAL SHRUB SPACING DETAIL

N.T.S.

Appendix F

Native Plant List

Tomoka Reserve Buffer Planting List

TREES			
Scientific name	Common name	Growth habit (height & width) ft	Comments Habit & Size
Cartrema americana	American olive	25’ x 15’	Evergreen – Medium
Carpinus caroliniana	American hornbeam	25’ x 15’	Evergreen – Medium
Carya glabra	Hickory	80’ x 35’	Deciduous – Large
Celtis laevigata	Hackberry/sugarberry	60’ x 50’	Deciduous – Large
Cercis canadensis	Redbud	30’ x 30’	Deciduous – Medium
Ilex x attenuata	Savannah holly	30’ x 15’	Evergreen – Medium
Ilex opaca	American holly	10’ x 15’	Evergreen – Medium
Magnolia grandiflora	Southern magnolia	80’ x 40’	Evergreen – Large
Juniperus virginiana	Red cedar	60’ x 30’	Evergreen – Large
Prunus angustifolia	Chickasaw plum	20’ x 20’	Deciduous – Medium
Quercus austrina	Bluff oak	40’ x 30’	Deciduous – Medium
Quercus geminate	Sand live oak	40’ x 80’	Evergreen – Large
Quercus chapmanii	Chapman’s oak	10’ x 10’	Evergreen – Medium
Quercus virginiana	Live oak	80’ x 150’	Evergreen – Large
SHRUBS			
Forestiera segregata	Florida privet	15’ x 8’	Evergreen
Ilex vomitoria	Yaupon holly	15’ x 10’	Evergreen
Lantana involucrata	Buttonsage	2.5’ x 4’	Evergreen
Myrcianthes fragrans	Simpson’s stopper	20’ x 10’	Evergreen
Myrica cerifera	Wax myrtle	20’ x 20’	Evergreen
Psychotria nervosa	Wild coffee	3’ x 4’	Evergreen
Serenoa repens	Saw palmetto	20’ x 10’	Evergreen
GRASSES			
Muhlenbergia capillaris	Muhly grass	3’ x 3’	Evergreen
Spartina bakeri	Smooth cordgrass	3’ x 4’	Evergreen
Tripsacum dactyloides	Fakahatchee grass	5’ x 6’	Evergreen
WILDFLOWERS			
Baptisia albescens	Spiked wild indigo		Perennial
Coreopsis lanceolarta	Tickseed		Perennial
Coreopsis tinctoria	Plains coreopsis		Perennial
Galliardia pulchella	Blanket flower		Annual
Helianthus debilis	Beach sunflower		Biennial
Salvia coccinea	Scarlet Sage		Perennial
Solidago altissima	Tall goldenrod		Perennial
Solidago sempervirens	Seaside goldenrod		Perennial

All plants listed are species native to Florida and commonly found in Voluisa County.

Appendix G

Soils Map



Map Scale: 1:8,890 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 100 200 400 600

Feet
0 400 800 1600 2400

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Arents	5.5	1.3%
4	Astatula fine sand, 0 to 8 percent slopes	15.7	3.7%
11	Bulow sand, 0 to 5 percent slopes	46.8	11.1%
22	Electra fine sand, 0 to 5 percent slopes	6.8	1.6%
42	Paola fine sand, 0 to 8 percent slopes	56.1	13.3%
47	Pits	1.4	0.3%
54	Quartzipsamments, gently sloping	262.8	62.3%
65	Terra Ceia muck, frequently ponded, 0 to 1 percent slopes	4.9	1.2%
67	Turnbull muck	10.4	2.5%
69	Tuscawilla fine sand, 0 to 2 percent slopes	3.0	0.7%
99	Water	8.9	2.1%
Totals for Area of Interest		**422.2**	**100.0%**

ZONING SCHEDULE

SYMBOL	NOTES	ACRES
	Pocket Park	0.81
	Existing Roadway	46.28

SYMBOL	NOTES	ACRES
	Existing Lot	212.98
	Escondido at Tomoka Condo	4.01
	Open Space/ Conservation	172.66



TOMOKA OAKS DENSITY STUDY

RESIDENTIAL DEVELOPMENT	NUMBER OF UNITS	AREA	DU
SINGLE FAMILY	546	260.0700	2.0900
MULTI-FAMILY	40	4.0100	9.9700
TOTAL	586	264.0800	2.2100

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(EB 4516) (LC 62)

21067 3-16-2023

TOMOKA RESERVE DENSITY STUDY

CITY OF ORMOND BEACH VOLUSIA COUNTY

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

ZEVCOHEN & ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

To: Steven Spraker, AICP
Planning Director

From: Mark P, Karet, AICP
Direct of Planning and Landscape Architecture

Date: 12-19-22

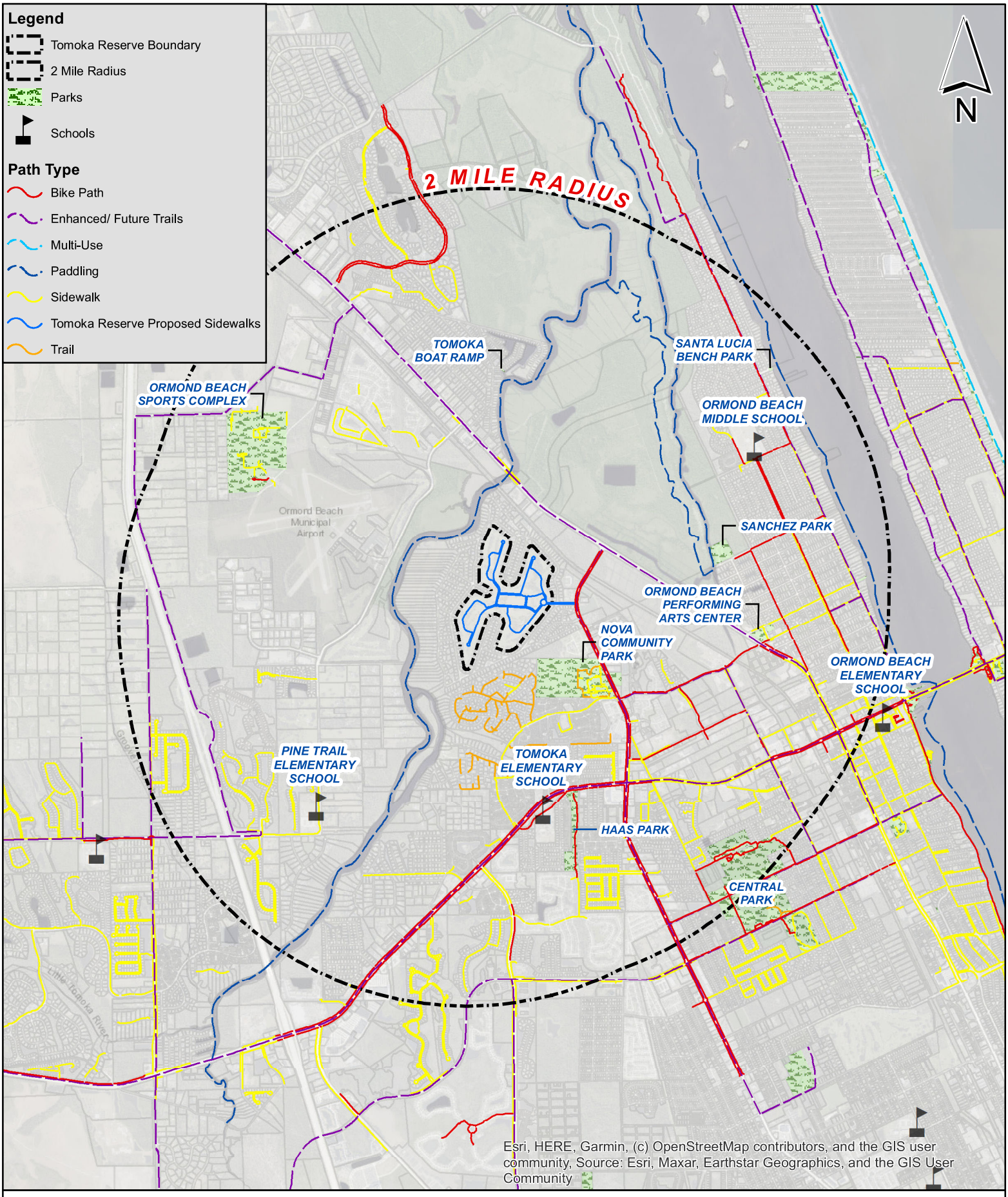
Subject: Bicycle & Pedestrian Analysis
Tomoka Reserve ZCA 21067

Tomoka Reserve is located west of the Nova Road/Tomoka Oaks Boulevard intersection in Ormond Beach. The proposed project consists of 300 single-family residences on the former site of the now closed Tomoka Oaks Golf Course. This one of the few remaining locations within the heart of Ormond Beach that can provide new residents with easy access to active transportation modes.

As new infill development within the Tomoka Oaks County Club Estates, Tomoka Reserve will feature sidewalks on both sides of its internal streets. The developer will install sidewalks along Tomoka Oaks Boulevard for the first time that will connect Tomoka Reserve to the existing sidewalks in Nova Road. Once on Nova Road pedestrians have easy access to a pedestrian network that has many connections and direct and convenient routing to public parks and commercial uses with few physical barriers.

Tomoka Reserve's bicyclists will have access to the project's newly constructed slow speed surface streets and the existing ones in Tomoka Oaks. Tomoka Oaks Blvd allows bicyclists a direct connection to Nova Road. Nova Road features shared lanes with no separate areas for bicycle traffic. However to the north Nova Road connects to US 1 which has a designated bike lane. To the south, Nova Road connects to Granada Blvd which has a designated bike lane as well. Once on these two roads there is connectivity to a well-developed bicycle network that provides safe access to community parks, community centers, schools and shopping.

The attached exhibit depicting active transportation facilities and the community amenities and resources located within a 2-mile radius of Tomoka Reserve was developed using data from the City's and Volusia County's geographic information system and the City's 2016-20216 Bicycle Master Plan. The exhibit illustrates that Tomoka Reserve's location allows it to leverage connections to the City's existing and planned pedestrian and bicycle network to serve its future residents active transportation needs.



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Tomoka Reserve Connectivity Map Ormond Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Biological Assessment
And Environmental Site Assessment

Prepared for
Triumph Oaks of Ormond Beach LLC

Prepared by
Ray and Associates
Planning and Environmental
William (Bill) A. Ray, AICP & Environmental Specialist
352-425-8881

wrayassoc@aol.com

William A. Ray, AICP, Senior Environmental Specialist

July 2nd, 2021
Update: August 12, 2021

Table of Contents

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B. Topography
C. Plant Communities and Florida Land Use, Cover and Forms Classification
D. Wetlands
E. Threatened & Endangered Species

III. Conclusion and Recommendation

EXHIBITS

1. Location
2. Site Aerial
3. Site Photos
4. Survey Transects
5. FLUCFCS
6. Soils
7. Topo
8. Wetlands
9. Bald Eagle Nest Locations
10. Volusia County Scrub Jay Habitat Maps
11. USFWS Concurrance: No Habitat / No Effect

I. Project Description

The subject 146.8$^{+/-}$ Acre Site is located in easter Volusia county in the City of Ormond Beach. The subject property is located in Section 42, Township 13 South, Range 32 East. The subject site is further identified by the Volusia County Property Appraiser as;

Parcel Number	Alt Key #	Acreage$^{+/-}$
324207000010	2998504	146.8
Total		**146.8$^{+/-}$**

(See Exhibit 1-Location Map and Exhibit 2-Site Aerial Map).

The total site area project consists of approximately 146.8$^{+/-}$ Acres. Starting in the early 1960s the lands was developed as a Golf course and country Club with surrounding residential development. The subject site is currently maintained as an inactive golf course. The area is continuing to develop in a Suburban manner.

The Landowner/Developer is currently maintaining the land as vacant urban land in accordance local regulations. The site has been altered extensively in the past. The owner is pursing development of the site for residential use.

Land Use surrounding and adjacent the project area is identified by FDEP as Medium density, 2>5 dwelling units per aces. The are no native or natural Land uses adjacent to the subject site. The project obtains primary access North Nova Road.

A "*Phase I Environmental Site Assessment"* may be completed by others. This report does not address CERCLA compliance or associated requirements.

Survey Methodology

Pedestrian Surveys were conducted based upon Transects parallel to the existing Fairways generally following a north-south orientation. Pedestrian Surveys were conducted on April 5th, 2021.

Surveys began on site in the early morning and continued to 4:00 PM. Temperature ranged from approximately 62° F to 78° F and in an acceptable range for wildlife observations. Skies were mostly clear.

The approximate location of the Pedestrian Transects can be seen on Exhibit 4.

Current photos of the Site and existing use can be seen on Exhibit 3.

II. Site Description

A. SOILS

Soil identified on site are per Volusia County Soils Report by the NRCS:

55 - Quartzipsamments, gently sloping
For a detailed report and description of these soils see Exhibit 6

B. PLANT COMMUNITETIES and FLORIDA LAND USE, COVER and FORMS CLASSIFICATION

Land use types located within the proposed Project Site were identified through a review of color aerials and site investigations. The on-site land use forms were classified using the Florida Land Use, Cover and Forms Classification System (FLUCFCS)) as defined by the Florida Department of Transportation (FDOT, 1999) and the Florida Land Use Cover Classification System (FLUCCS) as defined by the Florida Department of Environmental Protection (FDEP 2004-2011), see Exhibit 6 – FLUCCS Map.

General:
Site conditions are typical of those found in this region of Volusia County. The site was historically cleared, improved and developed as a Golf Course-Country Club. Through the process of normal Golf course maintenance various trees, shrubs and herbaceous vegetation have become established along the "rough", between fairways and property lines adjacent to neighboring residential lots.

The site is surrounded on the

East:	Medium density, 2>5 dwelling units per acre
South:	Medium density, 2>5 dwelling units per acre
West:	Medium density, 2>5 dwelling units per acre
North:	Medium density, 2>5 dwelling units per acre

The region is continuing to develop in a suburban/urban manner. There is One (1) Land Uses Cover identified on the subject site.

Based on information obtained from FDEP, field observations and aerial interpretation, the following land use classifications (FLUCCS) best describe the vegetative communities present on-site and adjacent to the subject site:

Subject site:

1. **FLUCCS – 1820, Golf course**
   Recreational areas are those areas whose physical structure indicates that active user-oriented recreation is or could be occurring within the given physical area. This category would include golf courses, parks, swimming beaches and shores, marinas, fairgrounds, etc. (Note: Swimming beaches are identifiable by such features as bath houses, picnic areas, service stands and large parking lots adjacent to the beach areas.) In order to make this recreational determination, supplemental information may often be required.

Surrounding and Adjacent Land Use:

1. FLUCCS – 1200: Medium density, 2>5 dwelling units per acre
This land use surrounds the subject site.

The site is located in a urbanized area of Volusia County. The biggest threat to the development of any high-quality wildlife habitat or sustainable natural ecosystem is primarily caused by fire exclusion. Vacant or Open lands become progressively less suitable for wildlife habitat as more non-fire resistant plants have established dominance over with time. In addition, the soil has been historically altered and compacted over time through management and normal site maintenance.

The subject has been uniformly established and maintained as a Golf course Bahia Grass and hybridized Bermuda grass are the dominant ground covers. Along fairway edges land external boundary occasional Oaks with limited shrubs and other vegetation typical of developed golf courses exhibit scatted dominance of the ca. The permitter property lines are well maintained and established.

Trees & Shrubs:

Trees and Shrubs comprise only 3.5 Acres or 1.7% of the Site

Live Oak	*(Q. virginiana)*,
Laurel Oak	*(Q. laurifolia)*
Red Oak	*(Q. falacata)*
Longleaf Pine	*(Pinis palustris)*
Slash Pine	*(Pinus elliottii)*
Carolina Laurel Cherry	*(Prunus caroliniana)*
Hercules Club	*(Zanthoxylum clava-herculis)*
Common Persimmon	(*Diospyros virginiana*)
Lantana	(*Lantana camara*),
Beautyberry	*(Callicarapa americana)*
Saw Palmetto	*(Serenoa repens)*

Groundcover:

A groundcover of improved golf course grasses covers the majority of the site;

Bahiagrass	(*Paspalum sp.*),
Bermudagrass	*(Cynodon sp.)*

<u>Common pasture weeds and fencelines;</u>

Centipedegrass	*(Eremochloa ophiuroides)*
Eastern Prickly Pear Cactus	*(Opuntia humifusa)*
Tickseeds	(*Coreopsis spp.*)
Smutgrass	*(Sporobolus indicus)*
Broomsedge	*(Andropogon virginicus)*
Greenbrier	(*Smilax* sp.)
Grapevine	(*Vitis* sp.),

Goldenrod	(*Solidago* sp.)
Bluestem	(*Schizachyrium sp*),
Blackberry	(*Rubus* spp.)
Dogfennel	(*Eupatorium capillifolium*)
Variable witchgrass	*(Dichanthelium commutatum),*
Hairy Indigo	(*Indigofera hirsute*)
Pusley	(*Richardia scabra* L.)
Poaceae	*(Saccharum alopecuroides*)

Non-Native / Invasive

Tropical Soda Apple	*(Solarum viarum)*
Chinaberry	(*Melia azedarach)*
Camphor	(*Cinnamomum camphora)*

This is not intended to be a 100% vegetative survey but rather provide a general acknowledgement of existing vegetation sufficient to provide a understanding of the existing site conditions.

In the natural condition for Florida, periodic fire is important in setting back plant succession and maintaining viable ecosystems. There was no evidence observed on site to indicate any periodic or previous fires.

The subject site is surrounded by existing development. The site is located in a urban area of Volusia County. The continual and consistent site management of the site and absence of periodic fires has prevented the establishment of native or natural ecosystems. The site contains no native habitat or scrub/shrub xeric plant communities.

Due to the Golf Course management of the site together with the adjacent residential lands and the fact that it is isolated from any other upland habitats, and not part of and regional upland wildlife corridor or ecosystem there is minimal ecological habitat value provided by the subject site. There are no other Land Uses associated with the subject site. The existing Land Cover is not Rare, Endangered or ecological unique to Central Florida or the Region.

C. TOPOPGRAPGY

The Topography of the subject site can be seen on Exhibit 7. Elevation on site is generally uniform sloping from the central eastern portion of the west and northwest. Information obtained from FDEP and Volusia County GIS indicates elevations between $40^{+/-}$ in the central southeast area to an elevation of approximately $15'^{+/-}$ in the northwest portion of the site.

D. WETLANDS

The subject site was evaluated for the presence of jurisdictional wetlands. General methodology detailed in Chapter 62-340 of the Florida Administrative Code and the 1987 US Army Corps of Engineers Wetland Delineation Manual was followed. Soils, Flood

Planes, Vegetation and other historical information was researched and analyzed during the site investigation.

A review FDEP and the National Wetlands Inventory (NWI) together with Volusia County's GIS data base do not indicate the presence of jurisdictional wetlands on the subject site. There are no hydric Soils identified on the subject site.
Site investigation and field evaluation identified two artificially created surface water features from upland soils, surrounded by uplands, each less than 0.5 acre and are associated with the Irrigation of the Golf course.

See Exhibit 8 for the general location of the jurisdictional wetlands within the region based upon NWI mapping.

E. THREANTEND and ENDANGERED SPECIES

A literature review as well as professional experience and knowledge of the region was utilized to identify federally, or state listed species most likely to be found within Volusia County, Florida. The Project Site was then evaluated for the presence of those listed species identified by the United States Fish and Wildlife Service (USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FWC). Site reviews were conducted by a Ray and Associates biologist on April 5th to evaluate the property for potential presence of wildlife listed for protection.

The USFWS identifies the subject site as a Tier 5 Habitat. Tier 5 Habitats are those where we may have a measurable workload and little resource payoff. In the regulatory arena, these could be considered personnel "sinks". However, they may also present restoration opportunities to higher value habitats. These include:

- Agriculture
- Canal/Ditch
- Disturbed Transitional
- Urban/Developed

Based upon existing site conditions and observations the subject project does not propose development of any identified "higher value habitats" by the Florida Natural Area Inventory (FNAI) or Strategic Habitat Conservation Areas as identified by FDEP.

The observation of potential habitat for Three (3) species listed for protection, or their habitat, was identified on the subject site. These species and the results of regulatory analysis are found below.

Gopher Tortoise, *Gopherus polyphemus*

Active, Potentially Occupied and Abandoned, Gopher Tortoise burrows were observed on the project site. Gopher tortoises are a threatened wildlife species by the Florida Fish and Wildlife Conservation Commission (FWC) and are protected by state law, Chapter 68A–27, Florida Administrative Code. In accordance with the requirements of Rules

68A-25.002 and 68A-27.004 (F.A.C.), a permit for a gopher tortoise capture/relocation/release activity must be secured from FWC before initiating any relocation work. Gopher tortoises must be relocated or impacts to their burrows avoided in accordance with FWC Guidelines before any land clearing for development takes place. Property owners must obtain permits from the Florida Fish and Wildlife Conservation Commission before they can move or relocate any Gopher Tortoises.

It is recommended that 90 days prior to site development a physical survey for the Presence/Absence of Active, Inactive/Potential Occupied, or Abandoned Gopher Tortoise Borrows be completed in accordance with FWC Gopher Tortoise Guidelines. If Active or Potentially Active Gopher Tortoise Burrows are identified FWC regulations governing Gopher Tortoise protection, burrow excavation, relocation and mitigation are to be complied with.

USFWS CONSULTATION AREAS

The U.S. Fish and Wildlife Service establishes “consultation areas” for certain species listed for protection. As a general guideline consultation area only become an issue if USFWS consultation is required, which is typically associated with permitting through the U.S. Army Corps of Engineers. The is recognized that species presence and need for additional review may often determine to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically regional in size, typically covering multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

Florida Scrub-Jay (Aphelocoma coerulescens)

Currently the Florida Scrub-Jay is listed as threatened by the USFWS. The Florida scrub-jay has extremely specific habitat requirements. Florida Scrub Jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50% to 90 % of the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10% to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

No Scrub Jays were observed during the wildlife survey conducted by Ray and Associates. No suitable habitat was observed on the subject site. Uplands found on site contains a mixture of Oaks and Pines which of a size, height and density to not provide suitable habitat. The subject site is not mapped, or adjacent to areas mapped, by Volusia County as habitat potentially occupied by Shrub Jays. See Exhibit 10

As the site is in the Scrub Jay Consultation Area, a formal Scrub-Jay survey may be required by the USFWS to determine if Scrub Jays exist on the subject property. Formal surveys may be conducted between March 1 through October 31 and be conducted for five (5) consecutive days on calm, clear days about one hour after sunrise, and should terminate before midday heat or wind. Transects may be driven or walked and a broadcast of calls is required at each station for at least 1 minute in all four directions, emphasizing any direction in which low growing oak scrub is the predominant vegetation. A formal survey would also include a report detailing development implications and mitigation that will be required, in the event a presence was confirmed on the subject property.

Florida Bald Eagle, *Haliaeetus leucocephalus*

Information and data obtained by FWC was used to locate documented bald eagle nesting territories and to view their locations in map form.
(http://www.myfwc.com/eagle/eaglenests/nestlocator.aspx#search

No Bald Eagle Nest have been previously identified or documented by FWC within 1 mile of the subject site. During recent site investigations and ecological surveys, no Bald Eagle Nests were observed on or near the subject site.

The information contained within this database is current through the 2012-2013 nesting season; nests were surveyed by FWC from November 2012 to April 2013. Accuracy of the nest locations is estimated to be within 0.1 miles of the true location. Not all eagle nests in Florida have been documented by FWC. Non-documented nests receive the same level of protections as FWC documented nests. See Exhibit 9.

Additional protected species investigated for possible impact.

No other protected animal species were observed or identified on the subject site.

Florida Sandhill Crane	*Grus canadensis pratensis*	ST
Burrowing Owl	*Athene cuniculari*	ST
Little Blue Heron	*Egretta caerulea*	ST
Tricolored Heron	*Egretta tricolor*	ST
Wood Stork	*Mycteria americana*	FT/ST
Everglades Snail Kite	*Rostrhamus sociabilis plumbeus*	FE
Southeastern American	Kestrel *Falco sparverius Paulus*	ST
Florida mouse	*Peromyscus floridanus*	SSC
Sand Skink	*Neoseps reynoldsi*	FT

Eastern Indigo Snake	*Drymarchon corais couperi*	FT
Short-tailed snake	*Stilosome extenuatum*	ST
Florida Pine snake	*Pituophis melanoleucus mugitus*	SSC
Red Rat snake	*Elaphe guttata*	SSC
Red-cockaded woodpecker	*Picoides borealis*	FE

Plants

Britton's beargrass	*(Nolina brittoniana)*	FE
Florida bonamia	(Bonamia grandiflora)	FT
Lewton's polygala	(Polygala lewtonii)	FE
Papery whitlow-wort	(Paronychia chartacea)	FT
Pigeon Wings	(Ciltoria frangrans)	FE
Pygmy Fringe-tree	(Chionanthus pygmaeus)	FE
Scrub buckwheat	(Eriogonum longifolium var. gnaphalifolium)	FT
Scrub plum	(Prunus geniculata)	FE
Wide-leaf warea	(Warea amplexifolia)	FE

The location of Pedestrian Transects can be found on Exhibit 4

III. Conclusions and Recommendations

The Project Site is surrounded by existing Medium Density Single Family Residential development. The site was developed and mongered for over 55 years as a Golf course and Country Club. The golf course is continually maintained as open urban land in the City of Ormond Beach.

There are no areas of naturally occurring Native, Long leaf Pine Ecosystems, Scrub or Xeric plant communities, located on the subject site. There is no evidence of prescribed burning. Based upon the proximity of the surrounding residential development and the that the site is with an existing urban area of the City of Ormond Beach it is unlikely that Prescribed Burning will become an acceptable site management tool. There are no naturally occurring open sandy areas identified or observed on site. Open areas of disturbed soil are the remnants of Golf Corse sand traps and are becoming grassed over. Very minimal natural re-vegetation is occurring on site.

Potentially Occupied Gopher Tortoise burrows were observed on the subject site.

Due to the fact that Gopher Tortoises frequently move and occupy new habitat it is recommended that 90 days prior to site development a Gopher Tortoise Survey, Excavation, Capture and Relocation be completed in accordance with FWC regulations. All Active and Potentially Active Gopher tortoise burrows located in areas proposed for development should be excavated and all captured Gopher Tortoises be relocated in accordance with FWC guidelines.

The subject site is within the USFWS Scrub Jay consultation area which includes most all counties of peninsular Florida. Pre-Consultation is occurring with USFWS.

No Florida Scrub Jays were observed on the subject property.
No evidence of Florida Scrub Jays was observed.
No sustainable of higher quality Scrub Jay Habitat as observed on the subject site.
No evidence was obtained that would suggest sustainable Scrub Jay Habitat would develop in the future.

The absence of Florida scrub Jays could be due to;

- Complete lack of any site management involving Prescribed/Managed burning.
- Lack of Florida Scrub Jay's specific habitat requirements
- Site's location in an Urban/Sub-Urban Area surrounded by Single Family residential development it is highly unlikely that Prescribed-Managed Burning will be an allowed site management tool,
- Site was previously developed and managed as a Golf course-Country Club for approximately 50 years,
- Open Raptor Prey Areas and presence of Raptors, and competition with other bird species.

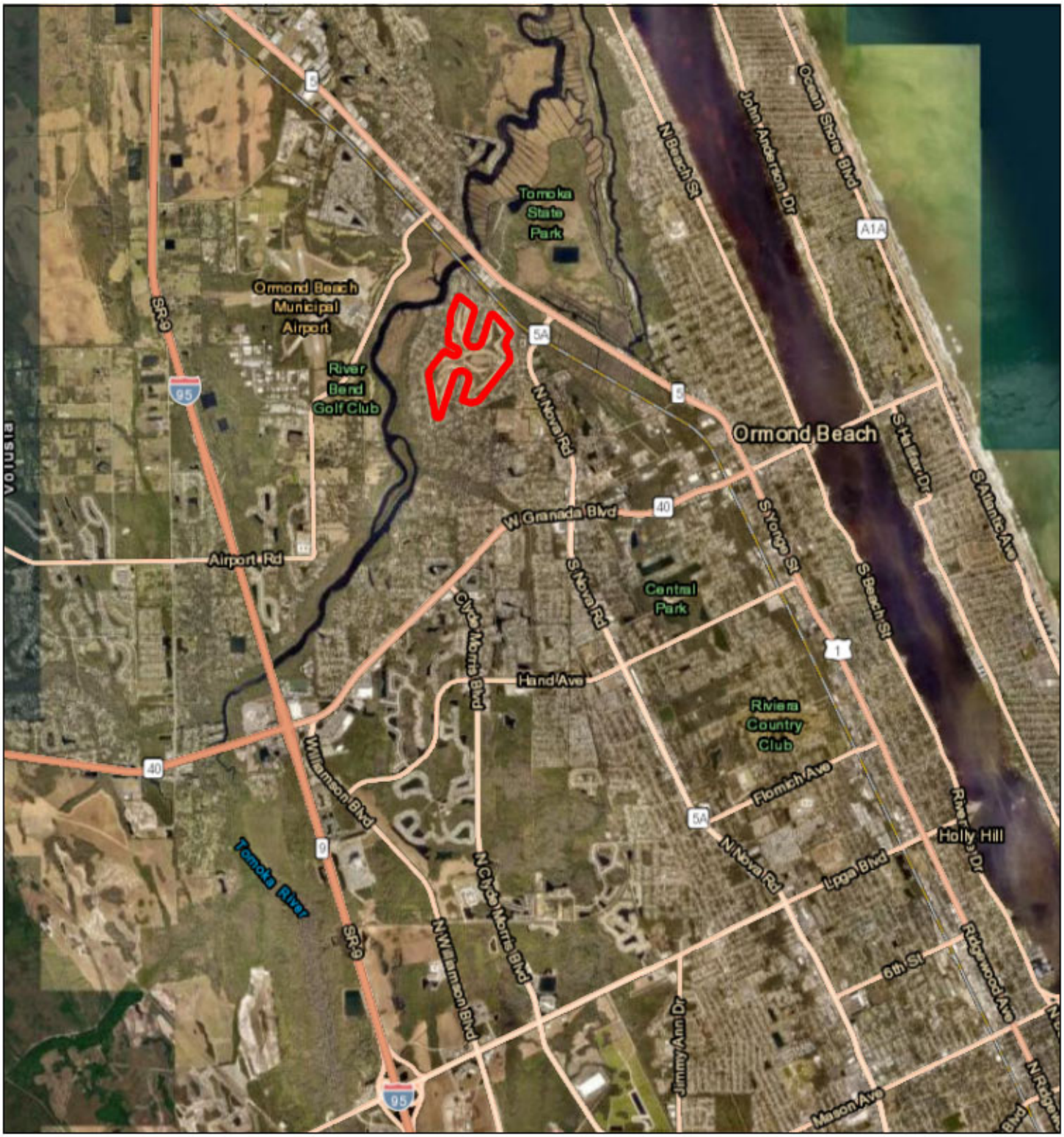
Updated: See Exhibit 11. On August 12th, 2021 USFWS Fish and Wildlife Biologist, Erin Gawera stated after review that the Service agrees with this Biological Assessment and Environmental Site Assessment that this site is not suitable habitat for scrub-jays and therefore scrub-jays will not be impacted by development of the site. The Service has no objection to development of the project area.

The subject site is not mapped by Volusia County as "Landcovers with Florida Scrub-jays and within Scrub Natural Communities. It is recommended that USFWS concur with the findings of this report that the site does not contain Scrub Jay Habitat and no further surveys are required.

The subject site development does not propose impact to or contain any unique or ecologically significant area of vegetation or habitat. No other protected species were observed or identified on the subject site.

It is the recommendation of Ray and Associates that the subject property prepared by be approved for development as proposed provided there is demonstration of compliance with Local, State and Federal regulations.

Exhibit 1: Location



May 31, 2021

1:72,224

0 0.5 1 2 mi

0 0.75 1.5 3 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Map created by Map Direct, powered by ESRI.

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Exhibit 2: Aerial



May 31, 2021

1:9,028

Cadastral 2020 (Property Appraiser Parcels) - Public View

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, FDEP

Map created by Map Direct, powered by ESRI.
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Golf Club infrastructure; Typical



Fairway Edge Typical



View towards Club house: Typical



Typical internal Wooded Area adjacent between Fairways

Ray and Associates
Planning & Environmental
2712 SE 29th ST, Ocala, Florida 34471
352-425-8881
wrayassoc@aol.com

Exhibit 3: Site Photos 4.3.2021
Parcel ID#: 3242070010 / AltKey# 2998504
Tomoka Oaks Golf Course / 146.8+/- Acres / Sec 42, Tw 13S, Rng 32E
Volusia County, Florida.



West view: Typical



Northern Site Maintained Fairway: Typical



East Central Area: West View:Typical



Site Typical: Trees at edge of fairways



Central East: Trees and Maintained Golf Course area: Typical



Site Typical; Residences adjacent to Fairways



Site Typical



Typical Site: Prior use: Typical

Exhibit 5 FLUCFCS



July 18, 2021

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Cadastral 2020 (Property Appraiser Parcels) - Public View

Herbaceous

Statewide Land Use Land Cover

Residential Medium Density

Residential High Density

Commercial and Services

Recreational

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, SRWMD, SJRWMD, SFWMD, SWFWMD, NWFWMD, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, FDEP

Map created by Map Direct, powered by ESRI. undefined

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United States Department of Agriculture

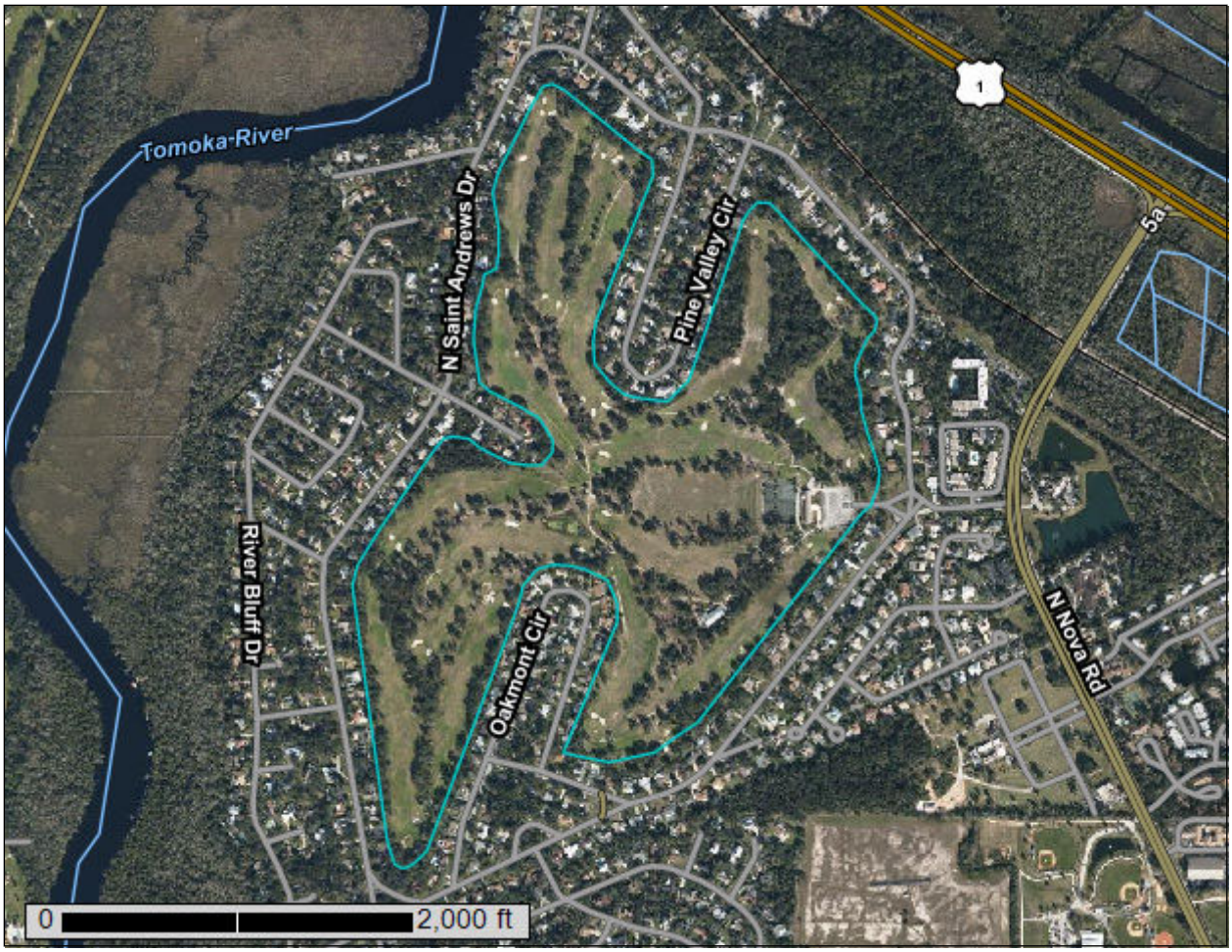
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Volusia County, Florida

Ray and Associates: Exhibit 6: Soils



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:7,940 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 100 200 400 600

Feet
0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Volusia County, Florida
Survey Area Data: Version 19, Jun 10, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2019—Feb 25, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
54	Quartzipsamments, gently sloping	146.8	100.0%
Totals for Area of Interest		**146.8**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Volusia County, Florida

54—Quartzipsamments, gently sloping

Map Unit Setting

National map unit symbol: 1nttk
Elevation: 0 to 100 feet
Mean annual precipitation: 53 to 61 inches
Mean annual air temperature: 66 to 73 degrees F
Frost-free period: 285 to 315 days
Farmland classification: Not prime farmland

Map Unit Composition

Quartzipsamments and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Quartzipsamments

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

C - 0 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water capacity: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

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Exhibit 7: Topography



May 31, 2021

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Cadastral 2020 (Property Appraiser Parcels) - Public View

Elevation Contours and Depressions

- 0 - 10
- 10 - 20
- 20 - 30
- 30 - 40

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, FDEP, U.S. Geological Survey U.S. Geological Survey Sioux Falls, SD. QA and

Map created by Map Direct, powered by ESRI.

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,

Exhibit 8: Wetlands - FDEP/NWI Data Base



May 31, 2021

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

National Wetlands Inventory (areas)

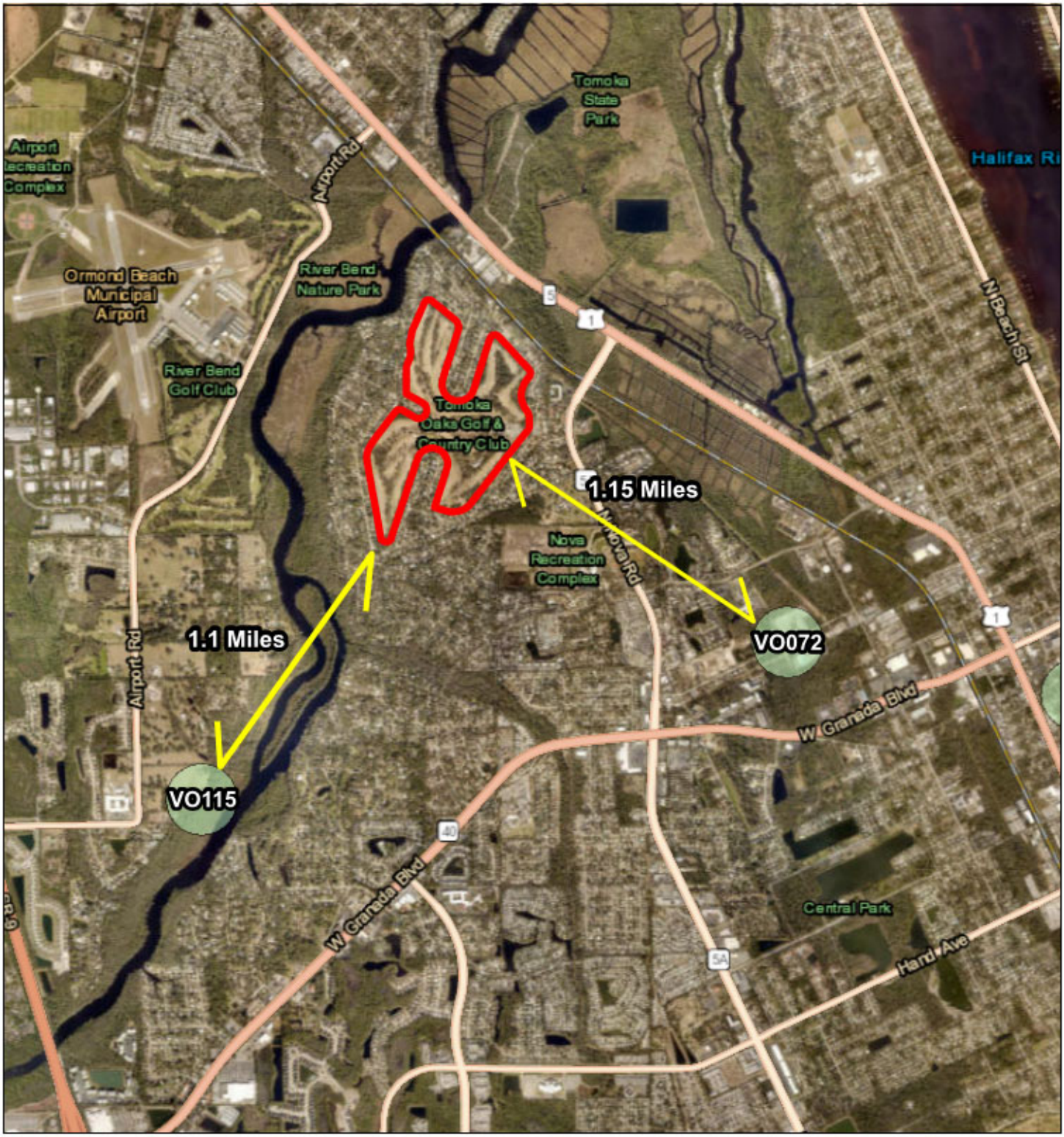
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, FDEP

Map created by Map Direct, powered by ESRI.

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,

Exhibit 9: FWC Bald Eagle Nest Data Base



May 31, 2021

1:36,112

0 0.25 0.5 1 mi

0 0.42 0.85 1.7 km

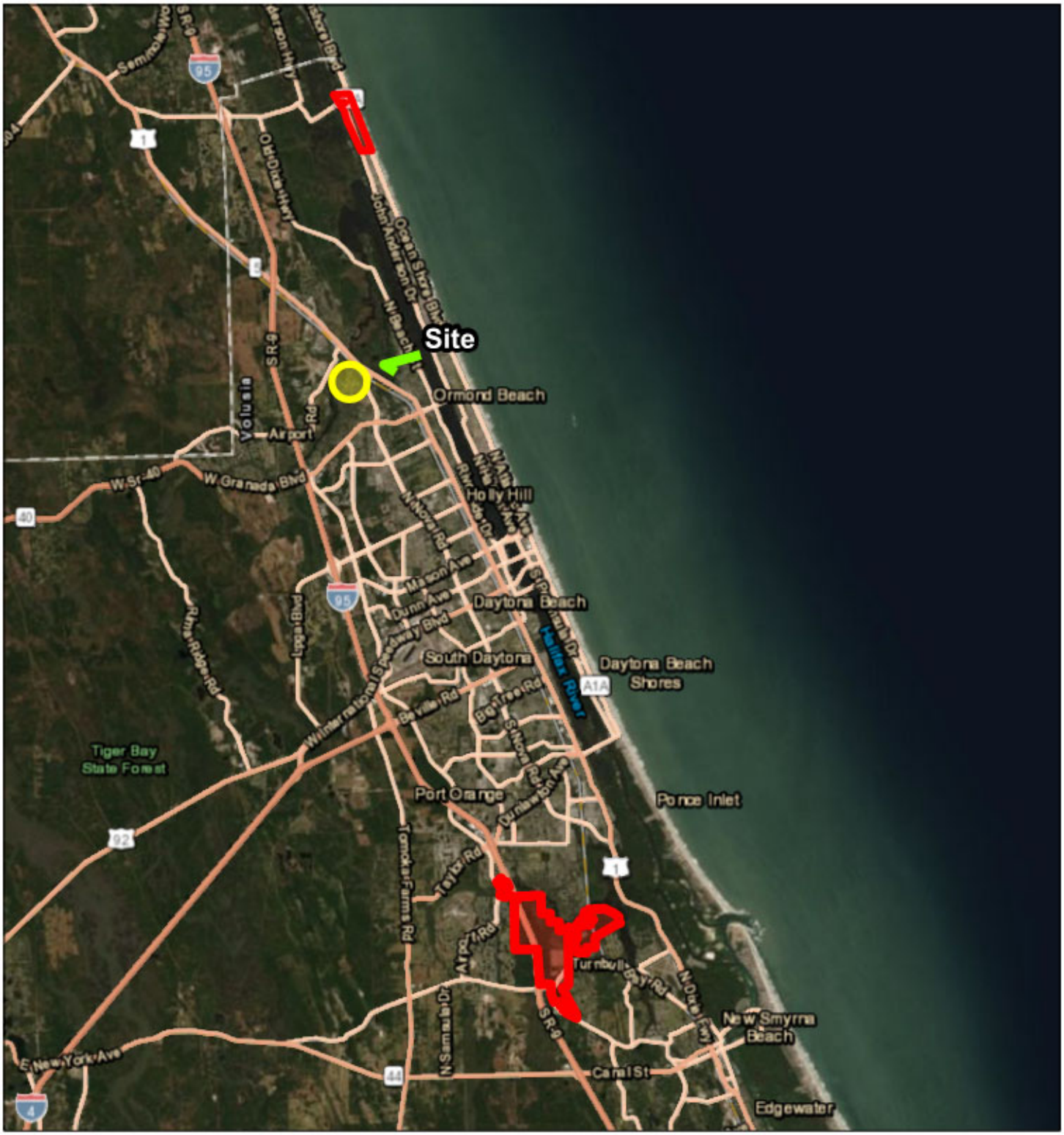
FWC Eagle Nests - 660 Foot Buffer

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, FDEP

Map created by Map Direct, powered by ESRI.

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of this data.

Exhibit 10: Volusia County Scrub Jay Habitat Map



May 31, 2021

1:288,895

0 2 4 8 mi

0 3.5 7 14 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Map created by Map Direct, powered by ESRI.
Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of this data.

From: erin_gawera@fws.gov,
To: wrayassoc@aol.com,
Subject: Re: [EXTERNAL] Tomoka Oaks Golf Course Scrub Jay Pre-Consultation
Date: Thu, Aug 12, 2021 1:24 pm

Hi Bill,

The Service agrees with your assessment that this site is not suitable habitat for scrub-jays and therefore scrub-jays will not be impacted by development of the site. The Service has no objection to development of the project area.

Have a great week!

Erin

log #04EF1000-2021-TA-1418 Tomoka Oaks_Volusia

****

Erin M. Gawera, Fish and Wildlife Biologist
US Fish and Wildlife Service
Email: erin_gawera@fws.gov
http://www.fws.gov/northflorida
Florida Ecological Services Field Office
7915 Baymeadows Way, Suite 200
Jacksonville, FL 32256-7517
904/731-3121 (direct)
904/731-3336 (main)
Fax: 904/731-3045 or 3048

From: Bill Ray <wrayassoc@aol.com>
Sent: Tuesday, July 20, 2021 9:59 AM
To: Gawera, Erin <erin_gawera@fws.gov>
Subject: [EXTERNAL] Tomoka Oaks Golf Course Scrub Jay Pre-Consultation

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Erin, attached please find the Biological / Environmental Site Assessment for the former 146.8 Acre - Tomoka Oaks Golf Course and Country Club in the City of Ormond Beach Volusia County.
This information is provided for Scrub Jay Pre-Consultation.

The total site area project consists of approximately $146.8^{+/-}$ Acres. Starting in the early 1960s the lands were developed as a Golf Course and Country Club with surrounding residential development. The subject site is currently maintained as an inactive golf course. The area is continuing to develop in an Urban manner.

The subject site is within the USFWS Scrub Jay consultation area which includes most all counties of peninsular Florida. The subject site is **not** mapped by Volusia County as “Landcovers with Florida Scrub-Jays and within Scrub Natural Communities".

No Florida Scrub Jays were observed on the subject property.

No evidence of Florida Scrub Jays was observed.
No sustainable of higher quality Scrub Jay Habitat as observed on the subject site.
No evidence was obtained that would suggest sustainable Scrub Jay Habitat would develop in the future.

The absence of Florida scrub Jays could be due to;

- Complete lack of any site management involving Prescribed/Managed burning.
- Lack of Florida Scrub Jay's specific habitat requirements
- Site's location in an Urban/Sub-Urban Area surrounded by Single Family residential development it is highly unlikely that Prescribed-Managed Burning will be an allowed site management tool,
- Site was previously developed and managed as a Golf course-Country Club for approximately 50 years,
- Open Raptor Prey Areas and presence of Raptors,

and competition with other bird species.

It is recommended that USFWS concur with the findings of this report that the site does not contain Scrub Jay Habitat and no further surveys are required.

Do not hesitate to contact me if you have any questions or require additional information.
Thank you for your help and assistance.

Bill

William (Bill) A. Ray, AICP
Ray and Associates
Planning and Environmental Services
2712 SE 29th Street,
Ocala, FL 34471
Office & Cell; 352-425-8881
Email: wrayassoc@aol.com

ZEV COHEN & ASSOCIATES INC
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386-677-2482 • Fax: 386-677-2505
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TOMOKA RESERVE

HOLDING ANALYSIS

DECEMBER 19, 2022

ZEV COHEN & ASSOCIATES
21067

ZEVCOHEN & ASSOCIATES INC
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B. HOLDING ANALYSIS SPREADSHEET
C. FLOOD MAP
D. SOILS MAP
E. CITY OF ORMOND BEACH LDC SECTION 2-35.C.4.

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Summary of Subdivision Density

1. Holding capacity based on soils, flood plain and utilities (see information contained within the Report):
   Maximum number of units: 887.64
   Units per acre (147.94 total acres): 6

2. Gross density based on the number of project acres divided by the proposed number of lots:
   Maximum number of units: 300
   Units per acre (147.94 total acres): 2.02

3. Proposed Gross Density is 2.02 units per acre

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SOIL TYPE	AREA IN 100 YR FLOODPLAIN		AREA OUT OF 100 YEAR FLOODPLAIN		DEVELOPMENT POTENTIAL	DENSITY FACTOR W/IN FLOOD PLAIN	DENSITY FACTOR OUTSIDE FLOOD PLAIN	ALLOWABLE DENSITY (UNITS)	HIGH WATER TABLE ELEV. (IN. BELOW GROUND)
	SQ FT	ACRES	SQ FT	ACRES					
54	0	0	6,459,082.23	147.94	HIGH	0	6	887.64	24-42
Total:								**887.64**	



Info:

Date Saved: 5/25/2022 Created by: jdurant

Path: Z:\PROJECTS\2021\21067\FEMA Flood Map.mxd

550 275 0 550 Feet

FEMA Flood Map
Tomoka Oaks
Ormond Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



Info:

Date Saved: 5/25/2022 Created by: jdurant

Path: Z:\PROJECTS\2021\21067\Soils Map.mxd

550 275 0 550 Feet

Soils Map
Tomoka Oaks
Ormond Beach, FL

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300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Holding capacity*; density.* Density determined in subsection (c)(1) of this section is for gross density purposes only. A more refined methodology for determining the holding capacity of a particular site proposed for development is derived from a three-tiered system based on soil characteristics related to the high seasonal groundwater tables (as derived from the SCS soil classification study); flooding potential as noted on the FEMA, FIRM maps; and the availability of central water and/or central sewer facilities. Table 2 illustrates the relationship between environmental constraints and water and sewer availability when calculating density. This table lists the coefficients for determining density in a matrix.

The procedure for determining holding capacity is as follows:

Step 1: Applicant prepares environmental constraints map for the parcel proposed for development;

Step 2: Calculate the acreage of property within each particular environmental constraints category;

Step 3: Multiply the acreage in each category by a coefficient determined by site-specific environmental constraints and availability of water and sewer as noted in table 2.

Step 4: Sum the totals for each category to achieve the holding capacity for the parcel in terms of maximum potential density.

Once the holding capacity is determined, the developer must prepare plans that are consistent with the holding capacity and environmental constraints of the subject property.

Five (5) distinct environmental constraint categories have been identified and are described below, together with their density allocations.

a.

Very Low. Areas that lie within the 100-year floodplain and where the seasonal high water table is at or above the surface or areas outside of the 100-year floodplain where the seasonal high water table is six inches (6") or more above the surface. Here, the constraints are seen as being severe, with associated environmental impacts too damaging for community development. Areas in this category are, for the most part, the riverine wetlands and cypress swamps interspersed among the pine flatwoods. Representative soils include the various mucks associated with the wetlands and more established cypress systems. A nominal standard of 0.2 units to the acre (one (1) unit per five (5) acres) is assigned as the maximum achievable density for this category, regardless of the availability of central utilities (facilities are not planned for these areas). In some cases, it is conceivable that a single development site could be located within a five-acre parcel classified entirely as "very low." However, a more likely scenario, particularly for larger parcels, would be the transfer of the density allocation to the more buildable areas of the site.

b.

Low. Includes soil types with a seasonally high water table that, at times, will reach and exceed the surface. This category includes land that falls within designated 100-year

floodprone areas and has a seasonal high water table that does not reach the surface and is not greater than six inches (6") below the surface, or lands where the water table will occasionally be at or above the surface (zero (0) to six inches (6") above) but, for various reasons, is not designated as a 100-year floodprone area. The low category encompasses the more subtle depressional features among the flatwoods. The pine/cypress vegetative community and the depressional variety of the Pomona, Immokalee, and Myakka soil series commonly occur in this category. These lands can tolerate a certain amount of mitigated modification without irreversible environmental damage. The maximum density value for this category is 0.5 units per acre (one (1) unit per two (2) acres) regardless of the availability of utilities. As with the very low category, these levels of development can be achieved only under the ideal circumstances consistent with the criteria for protection of wetlands that typically occur within this soil category. Therefore, development is not likely to occur at assigned densities within these areas but will probably be transferred to other more suitable on-site uplands.

c.

Medium Low. These are areas that are within the 100-year floodplain and the seasonal high water table is greater than six inches (6") to twenty-four inches (24") below the surface or those areas that are outside of the floodplain and the seasonal high water table does not reach the surface and is not greater than six inches (6") below the surface. Density ranges in this category are one (1) unit per two (2) acres without infrastructure; one (1) unit per acre with central water only; and three (3) units per acre with both central water and sewer. Depending upon actual vegetative system conditions, these areas may be suitable for limited development or for open space uses with on-site density transfer to more suitable areas.

d.

Medium. The criteria for designating lands in the medium category is the seasonal high water table greater than six inches (6") below the surface to twenty-four inches (24") below and outside of floodprone areas or is twenty-four inches (24") or greater below surface if in floodprone area. Extensive areas in the western and southern portion of the Pamlico Terrace are in this category. Due to the nearly level terrain in those areas within the floodplain, the water table hovers near the surface for two (2) to three (3) months a year. However, with proper drainage design and adequate infrastructure, development potential can reach up to four (4) units per acre with central water and sewer; one (1) unit per two (2) acres with no central utilities; and two (2) units per acre with central water only. Planned unit developments, with net densities in excess of one (1) unit per acre utilizing either well or septic or one (1) unit per two (2) acres utilizing well and septic may be allowed provided that minimum lot size requirements are not reduced, to achieve maximum potential density. Instead, transfer of density to a portion of the site serviced by a central system will be allowed, provided the proposed development is consistent with the zoning district requirements, level-of-service standards, and compatible with the natural resources.

e.

High. This category includes lands that are not within a floodprone area and have a water table deeper than twenty-four inches (24") below the surface. These lands generally consist of deep sandy soils and are the most suited for community development. They are in relatively short supply due to the prevailing high water tables and floodprone conditions

in the undeveloped perimeter areas of the city and the early development of the deep, sandy ridge areas. Representative soils of this category include the Tavares, Daytona, and DeLand series. Up to six (6) units to the acre (roughly the equivalent of duplex or zero-lot-line development on five thousand (5,000) square foot lots) is achievable with central utilities. With central water only, the maximum density would be three (3) units per acre if that could be achieved under health department septic standards. The location of package plants is acceptable in the medium and high categories for planned unit developments at the higher densities (e.g., greater than one (1) unit per acre) on an interim basis only where it is not economically feasible (due to and/or sewer service at the time of development. In these cases, the development shall be dry-lined and impact fees paid in advance or bonded for. Without central sewer or water, the maximum density is one (1) unit per two (2) acres (project size in relation to line extension distances) to connect to central water.

Table 1. Density Determinations

EXPAND

Development Potential	None	Water Only*	Water and Sewer
Very Low	0.2	0.2	0.2
Low	0.5	0.5	0.5
Medium Low	0.5	1.0	3.0
Medium	0.5	1.0	4.0
High	0.5	1.0	6.0

* For purposes of computing maximum potential density only; a minimum lot size of 1 acre is required for any development utilizing septic tanks. Connection to central sewer will be required whenever line extensions and appurtenances thereto are deemed economically feasible.

Table 2. Characteristics of Environmental Constraint Categories

EXPAND

Environmental Constraints	100-Year Floodplain	Seasonal High Water Table
Very Low	N/A	At or above the surface
Low	IN	0.1" to 6" below surface
Medium Low	IN	6" to 24" below surface

Environmental Constraints	100-Year Floodplain	Seasonal High Water Table
	OUT	0.01" to 6" below surface
Medium	IN	24"+ below surface
	OUT	6" to 24" below surface
High	OUT	24" + below surface

ATTACHMENT 5

2023 Traffic Impact Analysis

Traffic Engineering Data Solutions, Inc.

Ref: 11472-4

TECHNICAL MEMORANDUM

To: Mr. Steve Spraker, AICP

From: Tanya N. King, P.E.

Subject: Traffic Impact Analysis Review – Tomoka Oaks Residential
Ormond Beach, Florida

Date: July 6, 2023

We have reviewed the Traffic Impact Analysis Study (Revised June 2023) as prepared by LTG, Inc. for the Tomoka Oaks Residential development in Ormond Beach, along with the associated Response Letter and Proportionate Fair Share calculations. We have no additional comments for the traffic impact study.

Should you have any questions, please contact me at (386) 753-7163.

80 Spring Vista Drive ● DeBary, Fl 32713 ● Phone 386.753.0558 ● Fax 386.753.0778
www.teds-fl.com

Via email (Steven.Spraker@ormondbeach.org)

Ref: 5361.05

June 7, 2023

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, 32174

Re: Tomoka Oaks Residential Traffic Analysis – Response to Comments
Ormond Beach, FL

Dear Mr. Spraker:

Thank you for your review of the Tomoka Oaks Residential Traffic Impact Analysis (TIA). LTG, Inc. is in receipt of separate comments provided by the City on May 5, 2023, regarding the updated TIA prepared for the project. The list of comments, sorted by each recipient, is presented below in plain text with our responses to those applicable topics in **bold** text.

Comments Received from Steven Spraker, AICP – City of Ormond Beach (05/05/2023):

1.) Comment: Please see the technical memorandum from Tanya N. King, P.E. of Traffic Engineering Data Solutions, Inc (TEDS).

Response: Understood. Our responses to the comments are in the following response letter.

2.) Comment: The previous site plan comments suggested a brief non-technical memorandum to detail the traffic analysis and conclusions – particularly regarding the local traffic impacts (Escondido condo access, diamond intersection, and traffic into the Trails). Staff would still suggest this.

Response: A brief summary was included in the Response to Comments letter dated April 11, 2023, for items A-G with explanation also provided in the Updated TIA. A technical memorandum explaining the history and conclusions of the traffic analysis is attached as Exhibit A.

3.) Comment: Staff is unclear what the resolution of the "diamond" at Tomoka Oaks Boulevard and North and South Saint Andrews Street. The response comments (#2) from LTG provides an analysis of the intersection and appears to recommend a roundabout design. The analysis is not part of the traffic impact analysis or conclusion. What is the design option that is proposed to be implemented. The design option needs to be included in the traffic study or project submittal.

Response: The analysis comparison, including the roundabout, was provided as supplemental data to the TIA as requested by the City. Supplemental information on the comparison analysis has been added to the text of the report and summarized in Table 12 of the revised TIA report.

Based on the future buildout results, the existing diamond is expected to operate within the adopted level of service during the peak hours (all options operate within a level B or better). From a mitigation standpoint, no improvements or modifications are required for intersections that are not deficient. At this time, the existing configuration is proposed to remain.

4.) Comment: Regarding the tree along Nova Road and Tomoka Oaks Boulevard, staff will include a condition that this tree is to remain.

Response: Understood.

Comments Received from Tanya N. King, P.E. – TEDS (05/04/2023):

1.) Comment: The existing AM and PM traffic volumes at the Tomoka Oaks Blvd at N St Andrews intersection in Figure 2 differ from the traffic volumes in the count sheet. The synchro analysis will also need to be corrected.

Response: The A.M. and P.M. peak hour for the diamond intersections (S St. Andrews Drive, East Diamond, and West Diamond) and Escondido Multifamily Driveway are consistently from 8:00- 9:00 a.m. and from 5:00 -6:00 p.m. However, the volumes at Tomoka Oaks Blvd. at N. St. Andrews show a slightly different peak hour. In order evaluate the diamond system as one complete intersection, the volumes at this intersection were balanced/adjusted for the peak hours specified. The count data detail sheets are provided as Appendix C in the Updated TIA.

2.) Comment: The existing PM volumes for the Tomoka Oaks Blvd at Tomoka Oaks Blvd (west) intersection differ from what is shown in Figure 2.

Response: Please refer to the response provided for Comment #1 above. Also, note that this intersection was not included in the existing intersection analysis as it currently operates under free-flow conditions for all approaches.

3.) Comment: The roadway segment analysis peak hour two-way capacity is not correct for the SR 5A/Nova Rd and SR 40/Granada Blvd segments.

Response: The roadway segment peak hour two-way capacity for state-maintained facilities such as SR 5A/Nova Rd and SR 40/Granada Blvd. segments were derived from the 2023 Multimodal Quality/Level of Service Handbook and based on the Context Classification identified by the FDOT.

4.) Comment: The LOS presented in the LOS summary tables for Tomoka Oaks Blvd at S. St Andrews Dr is incorrect for all analysis scenarios.

Response: The adopted LOS has been revised from LOS "C" to LOS "D", in accordance with the City's Comprehensive Plan, as requested.

5.) Comment: Based on the traffic volume tables no vested traffic trips were applied to the intersection analysis. Only the segment analysis. Vested trips need to be applied to the intersection analysis.

Response: The vested data provided by the governing agencies is limited to roadway segments in the study area; No vested trips are recorded or documented at the intersections included in the study area. Therefore, historical annual growth rates were applied to the existing data at the intersections to determine future background volumes, consistent with the segment growth determination table.

6.) Comment: For the roadway segment analysis under background conditions, several roadway segments are mentioned that need to be widened to achieve acceptable LOS. There is no mention of any planned roadway improvements for these segments. This needs to be addressed along with proportionate fair share calculations towards these improvements. In addition, provide an ARTPLAN analysis for these segments.

Response: **The recommended improvements for those segments deficient due to background traffic are shown in Table 8. Hand Ave. and Williamson Blvd. widening projects are shown in the County's Long Range Transportation Plan. No segments are shown to be deficient due to project traffic.**

The draft proportionate share calculations for those segments shown deficient due to background traffic and the anticipated transportation impact fees for the project are attached as Exhibit B. In summary, the roadway segments and turn lane mitigation cost equates to approximately $758,145.32 and the total estimated transportation impact fee equates to approximately $1.68M. It is understood that these estimates are provided for reference information only, as the values are anticipated to vary slightly due to time between the rezoning and concurrency process.

7.) Comment: For the deficient turn lanes mentioned in the report under future conditions at the Nova Rd at US 1, Nova Rd at Tomoka Oaks Blvd, and Nova Rd at Wilmette Ave intersections, the developer will need to provide costs for these improvements as well and it needs to be stated in the report that the developer will extend these turn lanes to meet the queue requirement.

Response: **The proportionate share for the deficient turn lanes, based on the number of project trips anticipated for each movement, is included in the draft proportionate share calculations attached as Exhibit A. Please note the applicant will be mitigating these impacts through transportation impact fees and PS payment process.**

8.) Comment: The diamond intersection analysis needs to be provided in the report along with a comparison LOS table of the existing conditions versus the proposed roundabout.

Response: **The supplemental analysis, of the alternative comparison has been added as an Appendix to the report, as requested.**

9.) Comment: With the 70 project trips projected to make SBR turns at Tomoka Oaks Blvd intersection, this brings the total to 131 turns. Based on FDOT guidance, this warrants an exclusive right-turn lane. Based on posted speed of 50 mph, it should be approximately 400' long.

Response: **The FDOT guidance using NCHRP Report 457, and the Access Management Guidebook provide recommendations for unsignalized intersection conditions. The Tomoka Oaks Blvd. at Nova Rd. intersection is proposed to be signalized under future buildout conditions. Under these conditions, the intersection operates within the adopted LOS under a.m. and p.m. peak hours without the exclusive right-turn lane. It is understood that final lane geometry and timing parameters will be discussed with FDOT staff at the time of design, during the pre-application meeting required as part of the permit process.**

10.) Comment: The traffic impact analysis and new signal warrant analysis should be submitted to FDOT for review.

Response: **The Traffic Signal Warrant Study has been submitted to the FDOT for review and accepted verbally as an acceptable treatment option. Further discussion with FDOT on the design and layout of the proposed signal is forthcoming and pending concurrency approval.**

Thank you for your review of the updated TIA, and we appreciate your cooperation and assistance as we move through the traffic concurrency process. If you have any questions or comments, please feel free to call me at (386) 257-2571.

Sincerely,

LTG, INC.

Kady L Dearing, PE
Sr. Project Engineer

Attachments:

Exhibit A – Traffic Analysis Summary

Exhibit B – Draft Proportionate Share (PS) Calculations

EXHIBIT A

Traffic Analysis Summary

LTG Engineering & Planning

Via Email: (Steven.Spraker@ormondbeach.org)

Ref: 5361.05

TECHNICAL MEMORANDUM

To: Steven Spraker, AICP

From: Kady L. Dearing, P.E.

Date: June 7, 2023

Subject: Tomoka Oaks Residential – Traffic Analysis Summary
Ormond Beach, FL

INTRODUCTION

LTG, Inc. has been requested by the City of Ormond Beach Staff to prepare a brief summary of the traffic analyses and conclusions that have been prepared on behalf of the proposed project known as Tomoka Oaks Residential. The following documentation provides an overview of the anticipated project impact on the road network and results and conclusions developed from the transportation analyses conducted.

TRAFFIC ANALYSIS SUMMARY

- The original Traffic Impact Analysis (TIA) included data collected in May and June of 2021. Growth factors and Florida Department of Transportation (FDOT) Seasonal Factors (SF) were used to adjust the volume to estimate 2022 volumes for the analysis. As requested by the City's traffic consultant, new data was collected in March 2023. The updated volumes did not show a significant change from the original data used.

- The updated TIA, dated April 10, 2023, concluded that traffic operations at the existing diamond configuration are expected to continue to operate within the adopted service levels under future buildout conditions. Therefore, modifications or improvement to the configuration are not required to meet concurrency.

- However, the City requested that an additional, supplemental analysis, be provided at the internal diamond configuration to determine potential design alternatives. The two alternatives include an ALL-WAY STOP intersection and a single-lane roundabout.
    - All options, including the existing configuration, result in acceptable levels of service during the a.m. and p.m. peak hours (an overall intersection delay of 10 seconds or less).
    - 95th percentile vehicular queue (stacking) not expected exceed 50 ft. under all alternatives; vehicular stacking not shown to be a concern.
    - The roundabout design reduces the number of vehicular conflict points from 18 with the existing configuration to 8. The ALL-WAY STOP design results in 32 vehicular conflict points. Reducing the number of conflict points reduces the potential for vehicular crashes.
    - Crash data reports were requested from the Ormond Beach Police Department and through Signal 4 Analytics (an interactive web-based system used to track crash reports in the State of Florida). As a result, no crashes have been reported at the internal diamond configuration.

- Due to the proposed location of the project's access, peak hour data and transportation model results, it is anticipated that 96% of project trips will utilize Tomoka Oaks Boulevard and 4% will use Iroquois Trail for external access. 4% of traffic (111 total daily, 8 total AM, and 11 total PM) are expected to use this route to access SR 40.

- The buildout network condition includes installation of a traffic signal at the Tomoka Oaks Boulevard at Nova Road intersection.
    - Signalization helps to reduce the minor street delay and vehicular queue under a.m. and p.m. peak hour conditions.
    - The future signal will also include two eastbound/outbound lanes; one shared-through left and one right-turn lane.
    - The existing tree within the median is to remain under future signal control.
    - Exclusive southbound right-turn lane not shown warranted in the TIA. However, further discussions with the FDOT regarding the lane geometry, alignment, and signal timings will occur during the permitting application process.
- The Escondido Apartment driveway was also included in the Updated TIA, as requested by City staff.
    - The future buildout results of the analysis, under signal control at the Tomoka Oaks Blvd. at Nova Rd. intersection, show the driveway operating at acceptable levels of service during the a.m. and p.m. peak hours.
    - Additionally, under future improved conditions at the Nova Rd. at Tomoka Oaks Blvd. intersection, under signal control with two outbound lanes present, the maximum eastbound/outbound vehicle queue at the intersection is expected to extend 125 ft., avoiding blockage of the Escondido driveway.

EXHIBIT B

Draft Proportionate Share (PS) Calculations

LTG Engineering & Planning

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Tomoka Oaks Residential Proportionate Share (PS) Determination

Roadway	Segment From:	Segment To:	FDOT Cost per Mile Model[1]	Estimated Length (miles)	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost[3]	Project Volume (a)	Unimproved Capacity (b)	Improved Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share Cost
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	$6,551,618.80	1.58	Widen from 4 to 6 lanes (Urban)	$10,351,557.70	$0.00	$12,939,447.13	33	3,455	5,114	1.99%	$257,385.02
	Clyde Morris Blvd.	Nova Rd.	$6,551,618.80	1.06	Widen from 4 to 6 lanes (Urban)	$6,944,715.93	$0.00	$8,680,894.91	47	3,455	5,114	2.83%	$245,932.53
	US 1	Halifax Ave.	$6,551,618.80	1.11	Widen from 4 to 6 lanes (Urban)	$7,272,296.87	$0.00	$9,090,371.09	20	3,413	5,366	1.02%	$93,091.36
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	Volusia County	0.71	Widen from 2 to 4 lanes (Rural)	$5,849,057.00	$0.00	$4,152,830.47	8	1,540	3,410	0.43%	$17,766.12
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	Volusia County	1.12	Widen from 2 to 4 lanes (Rural)	-	-	$11,049,000.00	11	1,540	3,410	0.59%	$64,994.12
												Segment PS Subtotal:	**$679,169.15**

Turn Lane Length Extensions	FDOT Cost per 300 ft	Improvement	Additional Cost[2]	Total Estimated Improvement Cost[3] (a)	Build-out Queue Length (ft.) (b)	Background Queue Length (ft.) (c)	Proportionate Share Cost (d)=(b)-(c)/300*(a)
Nova Rd at US 1	$210,603.13	Extend northbound left-turn lane by 25-ft.	$0.00	$263,253.91	615	590	$21,937.83
Nova Rd at Tomoka Oaks Blvd	$210,603.13	Extend northbound left-turn lane by 50-ft.	$0.00	$263,253.91	315	265	$43,875.65
Nova Rd at Wilmette Ave	$210,603.13	Extend southbound left-turn lane by 15-ft.	$0.00	$263,253.91	315	300	$13,162.70
						Offsite Intersection PS Subtotal:	**$78,976.17**

PS GRAND TOTAL:	**$758,145.32**

[1] *Cost obtained from FDOT long Range Estimates (LRE) for improvement identified; unless otherwise stated.*
[2] *Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)*
[3] *Improvement includes Design & CEI (25%).*
[4] *Turn lanes are measured in feet and unit cost is based on 300 feet unless otherwise stated.*
[5] *Existing and Impoved Capacity on SR 40/Granada Blvd. obtained from FDOT 2023 Quality/Level of Service Handbook (includes 1.05 multiplier for exclusive left-turn lanes)*

Tomoka Oaks Residentail
Estimated Transportation Impact Fees

Land Use	Land Use Code	Quantity		Volusia County Impact Fee Rate (per unit)[1]	Volusia County Total Fee	City of Ormond Beach Impact Fee Rate (per unit)	City of Ormond Beach Total Fee
Single Family Residential	210	300	DU	$ 5,432.45	$ 1,629,735.00	$ 162.61	$ 48,783.00
Estimated Grand Total:				**$1,678,518.00**			

[1] *Volusia County Impact Fees rate as of January 2023*

Tomoka Oaks Residential
Ormond Beach, Florida

Traffic Impact Analysis

Prepared for: Triumph Oaks of Ormond Beach, LLC
By: LTG, Inc.
***Revised* June 2023**

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, EB 0009227, 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 Oaks Residential – Traffic Impact Analysis
LOCATION: Ormond Beach, Florida
CLIENT: Triumph Oaks of Ormond Beach I, LLC
JOB #: 5361.09

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Certificate of Authorization 9227
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, Inc.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
CERTIFICATE OF AUTHORIZATION 9227
KADY L. DEARING, P.E. NO. 84234

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1

INTRODUCTION

LTG, Inc. (LTG) has been retained by Triumph Oaks of Ormond Beach I, LLC to prepare a Traffic Impact Analysis (TIA) for the Tomoka Oaks Residential development, located west of the Nova Road/Tomoka Oaks Boulevard intersection in the City of Ormond Beach, Florida**. Figure 1** shows the location of the project relative to the surrounding road network. The development will consist of 300 single family dwelling units. Build-out of the proposed development is anticipated by 2028.

Access to the development will be provided at the western leg of the Tomoka Oaks Boulevard/St. Andrews Drive intersection with primary external access at the existing Tomoka Oaks Boulevard at Nova Road intersection. A preliminary site plan is attached as Appendix A.

Study Area

The following roadway segments and intersections are included in the analysis, per the approved methodology (Appendix B):

Intersections:

1. Nova Road at US 1
2. Nova Road at Wilmette Avenue
3. SR 40 at Main Trail
4. Tomoka Oaks Boulevard at Nova Road
5. Tomoka Oaks Boulevard at Escondido Multifamily Driveway
6. Tomoka Oaks Boulevard at N. St. Andrews Drive
7. Tomoka Oaks Boulevard at S. St. Andrews Drive
8. Tomoka Oaks Boulevard at West Diamond
9. Tomoka Oaks Boulevard at East Diamond
10. St. Andrew's Drive at W Rio Pinar Trail
11. St. Andrew's Drive at E Rio Pinar Trail
12. St. Andrew's Drive at Iroquois Trail

Roadway Segments:

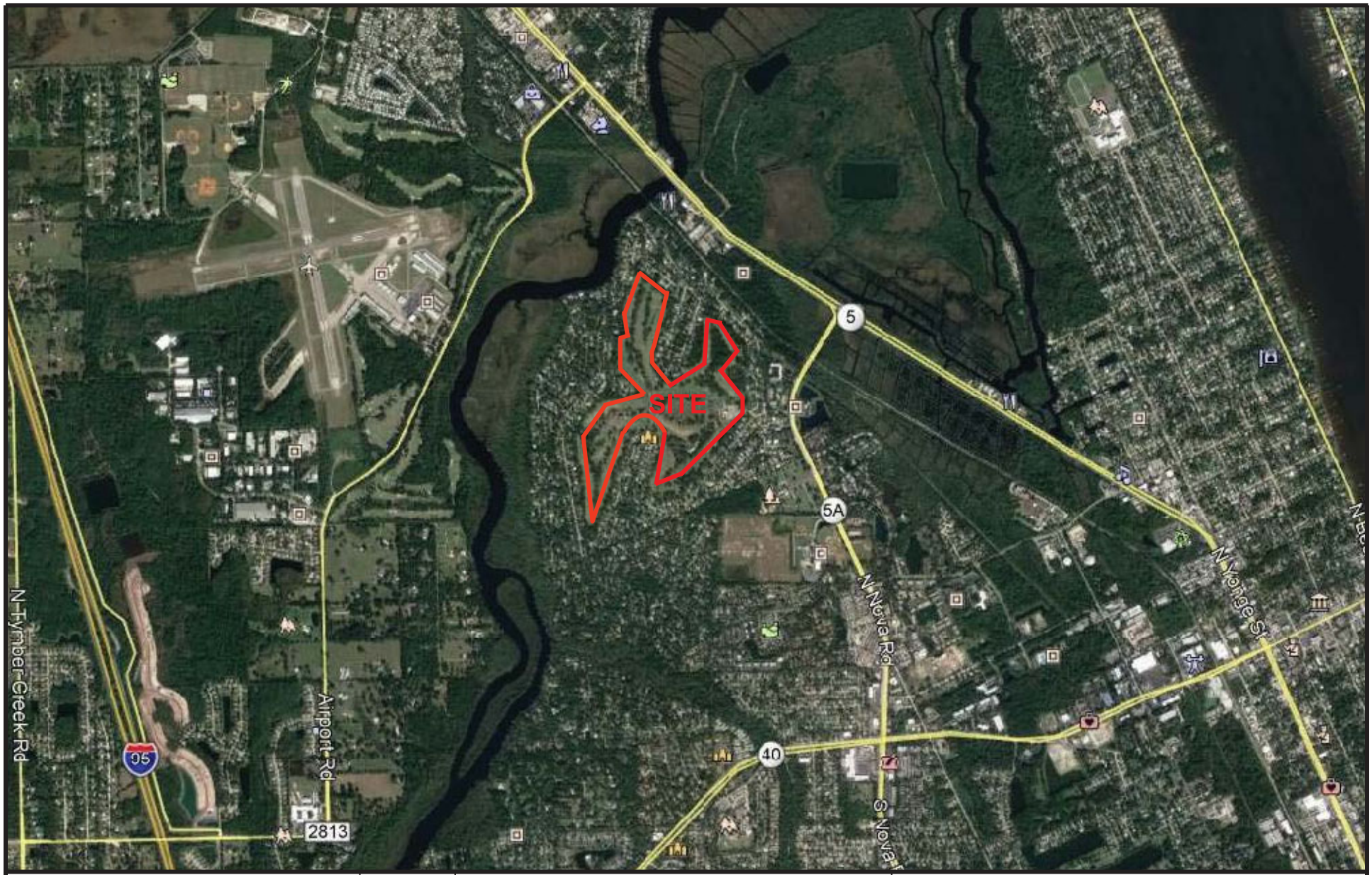
- Nova Road from US 1 to Wilmette Avenue (Significant)
- SR 40/Granada Boulevard from I-95 to Clyde Morris Boulevard (near critical)
- SR 40/Granada Boulevard from Clyde Morris Boulevard to Nova Road (near critical)
- SR 40/Granada Boulevard from US 1 to Halifax Avenue (critical)
- Hand Avenue from Clyde Morris Boulevard to Nova Road (vested near critical)
- Williamson Boulevard from Hand Avenue to Strickland Range Road (vested critical)

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of the proposed project. Reference data was obtained from the Florida Department of Transportation (FDOT), the Volusia County Traffic Engineering Department, the City of Ormond Beach Planning Department, the Institute of Transportation Engineers (ITE), and the River to Sea Transportation Planning Organization (R2CTPO).

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest was obtained from the FDOT Five-Year Work Program, Volusia County, the R2CTPO Long Range Transportation Plan, and previously approved projects. There are no capacity-enhancing programs currently planned within the study area.



Tomoka Oaks Residential	N NTS	**Project Location Map**	LTG Engineering & Planning
		Project No.: 5361.09 / Figure: 1	1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

2

EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the AM and PM peak-hours on March 2nd, 2023, at the study area intersections (see Appendix C). FDOT's 2021 Seasonal Factors (SF) for the corresponding dates were applied to the existing counts. Please note, if the FDOT SF was less than 1.0, a minimum SF of 1.0 was applied to the counts. The turning movement counts during the AM and PM peak-hours for Tomoka Oaks Boulevard at N. St. Andrews Drive and Tomoka Oaks Boulevard at West Diamond during the PM peak-hours were calibrated to the same peak hour as Tomoka Oaks Boulevard at the study intersections to reflect the balancing turning movements. The existing AM and PM peak-hour traffic volumes used in the analysis are depicted in **Figure 2**.

Unsignalized Intersection Analysis

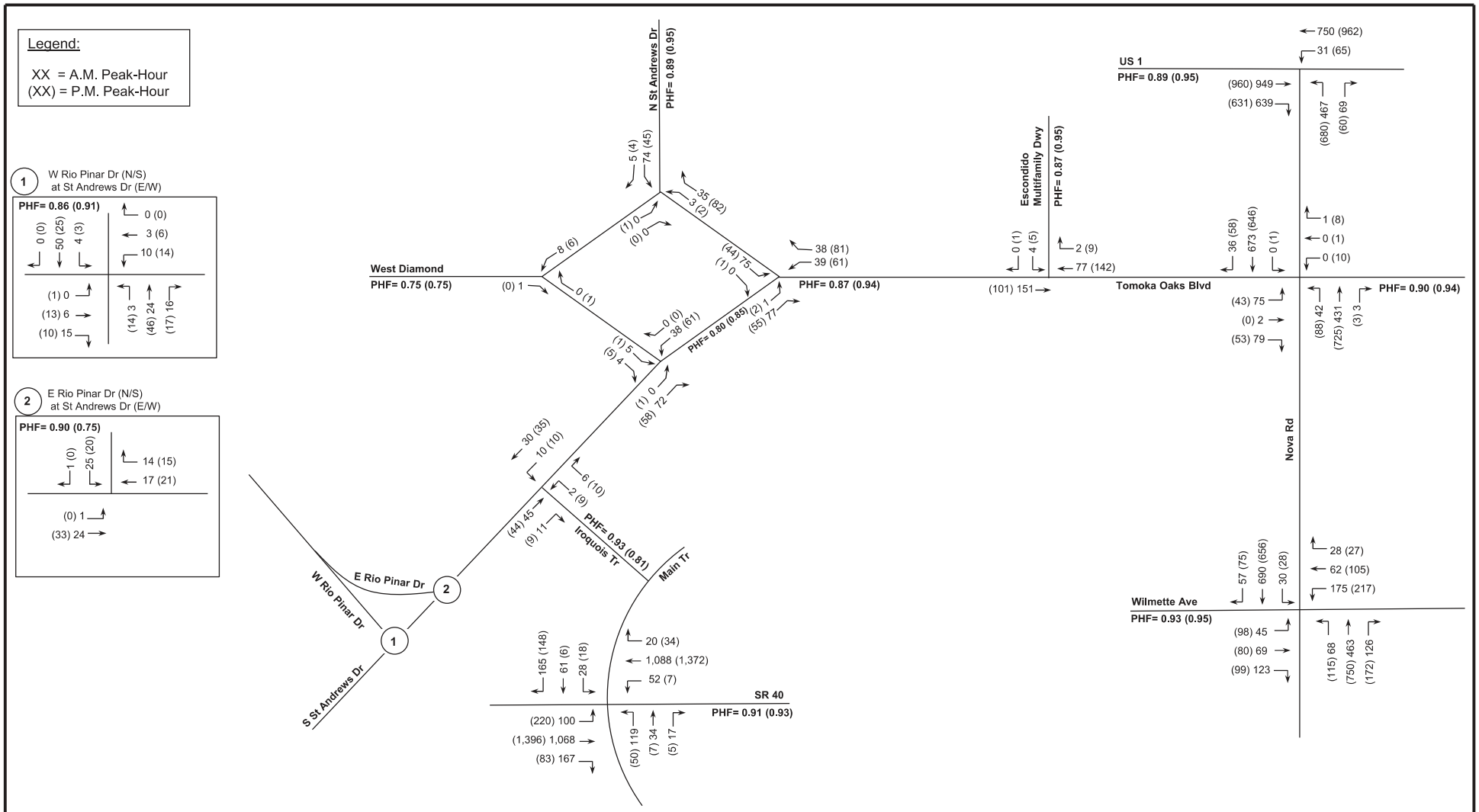
The existing operating conditions at the unsignalized intersections were analyzed using *HCS 2023 or Synchro 11* at the study area intersections. This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections". **Table 1** shows the existing AM and PM peak-hour level of service (LOS) at the study area intersections. The HCS and Synchro summary sheets are attached as Appendix D.

Table 1
Existing AM and PM Peak-Hour LOS - Unsignalized Intersections
Tomoka Oaks Residential

Intersection	Adopted LOS	Analysis Method	AM Peak-Hour			PM Peak-Hour		
			Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Nova Rd. at Tomoka Oaks Blvd.	D	Synchro	EB	23.4	C	EB	20.1	C
Tomoka Oaks Blvd at Escondido Multifamily Access	D	Synchro	SB	10.0	B	SB	10.0	B
Tomoka Oaks Blvd. at N. St. Andrews Dr.	D	Synchro	SB	9.0	A	SB	8.9	A
Tomoka Oaks Blvd. at S. St. Andrews Dr.[1]	D	Synchro	NB	8.6	A	NB	8.6	A
Tomoka Oaks Blvd. at West Diamond [2]	D	Synchro	N/A	-	-	N/A	-	-
Tomoka Oaks Blvd. at East Diamond	D	Synchro	SB	9.9	A	SB	9.7	A
St. Andrew's Dr. at W Rio Pinar Tr.	D	HCS	SB	7.8	A	EB	8.9	A
St. Andrew's Dr. at E Rio Pinar Tr.	D	HCS	SB	8.9	A	SB	9.1	A
St. Andrew's Dr. at Iroquois Tr.	D	HCS	NB	8.7	A	NB	9.0	A

[1]The HCM 6th methodology is not compatible with the geometry, therefore HCM 2000 was used to report the LOS.
[2]The intersection currently operates under free-flow conditions (no stop control present) with minimal peak hour volumes; therefore, no LOS is reported.

As indicated, all unsignalized intersections are currently operating within the adopted level of service under existing conditions.



Tomoka Oaks Residential

N

NTS

Existing A.M. & P.M. Turning Movement Counts

Project Number: 5361.09

Figure: 2

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Signalized Intersection Analysis

The existing operating conditions at the signalized intersections were analyzed using *HCS 2023*, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". **Table 2** shows the existing LOS and volume to capacity ratios (v/c) at the study area intersections. The signal timings are provided in Appendix E and the HCS summary sheets are provided in Appendix D.

Table 2
Existing AM and PM Peak-Hour LOS - Signalized Intersections
Tomoka Oaks Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Nova Rd. at US 1	D	14.5	B	No	17.9	B	No
Nova Rd. at Wilmette Ave.	D	26.2	C	No	31.4	C	No
SR 40 at Main Trail	D	23.2	C	No	20.4	C	No

As indicated, all signalized intersections are currently operating within the adopted level of service under existing conditions.

Roadway Segment Analysis

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety, and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others.*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions.*
Level of Service C: *Flow remains stable, but with significant interactions with others.*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted.*
Level of Service E: *This condition represents the capacity level of the road.*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served.*

The Average Annual Daily Traffic (AADT) for the study roadway segments was obtained from the FDOT *Traffic Online* database and Volusia County 2021 Average Annual Daily Traffic & Historical Counts spreadsheet. The existing LOS for the study area road segments during the peak-hour are provided in **Table 3**. As indicated, all roadway segments currently operate within the adopted LOS under peak hour two-way conditions.

Table 3
Existing PM Peak-Hour LOS - Roadway Segments
Tomoka Oaks Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity[1]	Count Source	2021 AADT	Existing Peak-Hour Two-Way Volume[2]	Existing PM Volume Exceed Adopted LOS?
SR 5A/Nova Rd.	US 1	Wilmette Ave.	4	D	3,455	FDOT	14,400	1,296	No
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	4	D	3,455	FDOT	36,000	3,240	No
	Clyde Morris Blvd.	Nova Rd.	4	D	3,455	FDOT	35,500	3,195	No
	US 1	Halifax Ave.	4	D	3,413	FDOT	35,500	3,380	No
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	2	E	1,540	Volusia	14,880	1,200	No
	Shangri La Dr.	Nova Rd.	4	E	3,410	Volusia	16,250	1,350	No
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	2	E	1,540	Volusia	17,520	1,420	No

[1]Adopted LOS, capacity, existing AADT, and existing PM Peak-Hour Two-Way Volume obtained from the 2021 Volusia County Traffic Count Spreadsheet for County maintained facilities. FDOT Generalized Service Volume Tables, Context Classification, and adjustment factors used for FDOT roadways.
[2]Existing Peak Hour Two-Way Volume obtained from Volusia County Spreadsheet for County roadways and determined using a K-factor (0.09) for FDOT roadways.

3

FUTURE TRAFFIC CONDITIONS

Traffic in the area is expected to grow due to local government approvals. The following section documents the methods used to project future 2028 traffic conditions by using either historical growth rates and/or vested trip information and anticipated project traffic.

2028 Background Traffic

The growth rates for each study area roadway segment will be determined using the following method:

- Historic growth trends calculated based upon the last five years of historic count data to determine a roadway segment's applicable trend growth rate using the best fitted regression analysis.
- If the R^2 value is less than 0.70, then ten (10) years of historical traffic data will be used to determine the trends growth rate using the best fitted regressions analysis.
- If the R^2 is still less than 0.70, the R^2 for the adjoining northbound and southbound segments will be analyzed to determine the average growth rate of adjoining segments can be utilized.
- Then the growth rate shall be determined by the trend fitted curve. If the overall trend fitted curve is positive, 2% shall be used. If the overall trend fitted curve is negative, then a 1% growth rate will be applied.
- In no case shall the growth rate be negative.
- Vested trips will be applied in addition to growth rates where applicable.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, the background growth will be determined using either vested trips or the growth rate, whichever is more conservative.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, and there is a high number of vested trips to be applied by multiple vested projects with various land uses, a request may be made to reduce vested traffic by 30% if the vested traffic is 30% of the total background growth.
- Per County Directive, exponential regression will not be used to determine growth.

The growth comparison and applied growth used in the analysis are provided in **Table 4**. The FDOT *Traffic Trends* analysis worksheets, updated critical/near critical map and significant table, the vested trip information was obtained from the County's vested trip database and the spreadsheet used to develop the existing, background and build-out traffic volumes attached as Appendix F.

Table 4
Historical Growth Rates and Vested Traffic
Tomoka Oaks Residential

Roadway	Limits		5-Year			10-Year			Resulting Historical Annual Growth Rate	Applied Growth If Using Adjacent Segment	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Total Historical Growth (# of Trips)	Applied Growth Method	Total Growth Applied (# of Trips)	2028 Total Background Volume
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate									
SR 5A/Nova Rd.	US 1	Wilmette Ave.	Linear	43.4%	1.36%	Linear	85.9%	1.82%	1.82%	-	N	0	1,296	165	Historical Growth	165	1,461
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	Linear	11.2%	-0.77%	Linear	38.5%	0.78%	Check adjacent	1.23%	N	77	3,240	279	Historical + Vested	356	3,596
	Clyde Morris Blvd.	Nova Rd.	Linear	47.1%	1.26%	Linear	70.9%	1.23%	1.23%	-	N	104	3,195	275	Historical + Vested	379	3,574
	US 1	Halifax Ave.	Linear	57.1%	-2.19%	Linear	43.0%	1.74%	Check adjacent	1.23%	N	46	3,380	291	Historical + Vested	337	3,717
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	Linear	84.8%	-3.31%	-	-	-	1.00%	-	N	435	1,200	84	Historical + Vested	519	1,719
	Shangri La Dr.	Nova Rd.	Linear	57.5%	-2.26%	Decaying Exp	62.8%	0.41%	Check adjacent	1.00%	N	0	1,350	95	Historical Growth	95	1,445
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	Linear	35.6%	3.53%	Linear	83.0%	4.05%	4.05%	-	Y	702	1,420	403	Vested	702	2,122

Growth Determination - Additional Segments for Intersection Analyses

Roadway	Limits		5-Year			10-Year			Resulting Historical Annual Growth Rate	Applied Growth If Using Adjacent Segment	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Total Historical Growth (# of Trips)	Applied Growth Method	Total Growth Applied (# of Trips)	2028 Total Background Volume
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate									
Nova Road	SR 40	Wilmette Ave	Linear	78.1%	-4.48%	-	-	-	1.00%	-	N	0	1,935	135	Historical Growth	135	2,070
US 1	Nova Rd	Airport Rd	Linear	43.2%	1.26%	Linear	89.2%	2.97%	2.97%	-	N	0	2,790	580	Historical Growth	580	3,370
US 1	SR 40	Nova Rd	Decaying Exp	27.0%	-0.22%	Linear	73.8%	1.77%	1.77%	-	N	0	1,755	217	Historical Growth	217	1,972

Note: A minimum 1% annual growth rate was used for local segments and intersections.

4

2028 BACKGROUND ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. **Figure 3** graphically depicts the 2028 background volumes during a.m. and p.m. peak-hours. The results of the analysis are presented below.

2028 Background – Unsignalized Intersection Analysis

The unsignalized intersections were analyzed to determine the operating conditions under 2028 background conditions and the results are presented in **Table 5**. The HCS and Synchro summary sheets are included in Appendix G.

Table 5
2028 Background AM and PM Peak-Hour LOS - Unsignalized Intersections
Tomoka Oaks Residential

Intersection	Adopted LOS	Analysis Method	AM Peak-Hour			PM Peak-Hour		
			Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Nova Rd. at Tomoka Oaks Blvd.	D	Synchro	EB	26.3	D	EB	21.7	C
Tomoka Oaks Blvd at Escondido Multifamily Access	D	Synchro	SB	10.1	B	SB	10.1	B
Tomoka Oaks Blvd. at N. St. Andrews Dr.	D	Synchro	SB	9.0	A	SB	9.0	A
Tomoka Oaks Blvd. at S. St. Andrews Dr.	D	Synchro	NB	8.6	A	NB	8.6	A
Tomoka Oaks Blvd. at West Diamond [1]	D	Synchro	N/A	-	-	N/A	-	-
Tomoka Oaks Blvd. at East Diamond	D	Synchro	SB	9.9	A	SB	9.7	A
St. Andrew's Dr. at W Rio Pinar Tr.	D	HCS	SB	7.9	A	EB	8.9	A
St. Andrew's Dr. at E Rio Pinar Tr.	D	HCS	SB	8.9	A	SB	9.2	A
St. Andrew's Dr. at Iroquois Tr.	D	HCS	NB	8.7	A	NB	9.0	A

[1] Existing intersection is not currently under stop-control; no LOS reported in Synchro.

As indicated in Table 5, all unsignalized intersections are expected to operate within the adopted level of service under background conditions.

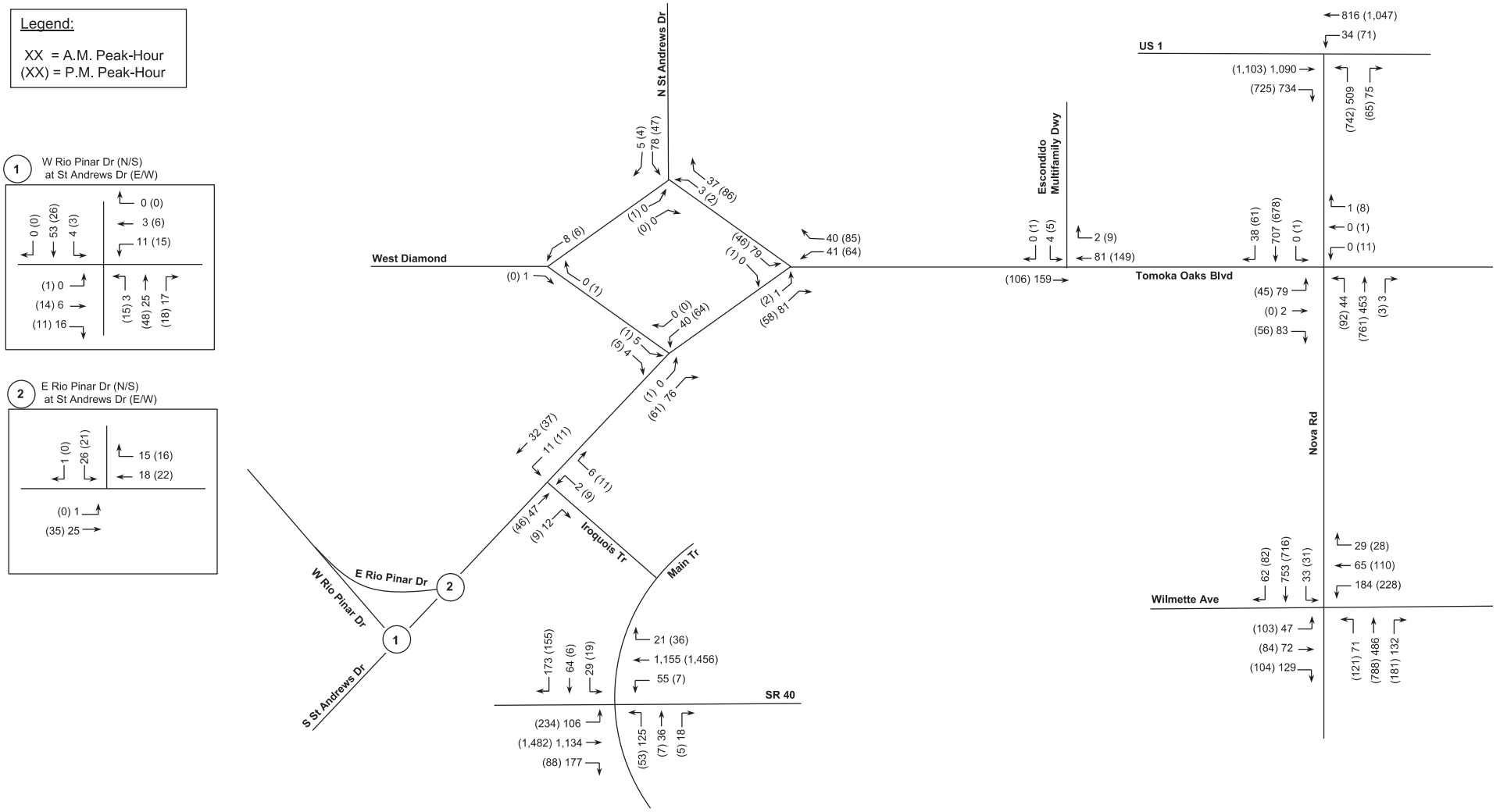
2028 Background – Signalized Intersection Analysis

The signalized intersections were analyzed to determine the operating conditions under 2028 background conditions and the results are presented in Table 6. The HCS summary sheets are included in Appendix G.

Table 6
2028 Background AM and PM Peak-Hour LOS - Signalized Intersections
Tomoka Oaks Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Nova Rd. at US 1	D	15.8	B	No	19.8	B	No
Nova Rd. at Wilmette Ave.	D	27.4	C	No	33.7	C	No
SR 40 at Main Trail	D	26.0	C	No	23.0	C	No

As indicated, all signalized intersections are expected to operate within the adopted level of service under background conditions.



Tomoka Oaks Residential

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2028 Background A.M. & P.M. Traffic Volumes

Project Number: 5361.09

Figure: 3

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2028 Background – Roadway Segment Analysis

The study area roadway segments were analyzed under 2028 background conditions to determine the anticipated two-way peak-hour LOS. The results are provided in **Table 7**. As indicated, all study area roadway segments currently operate within their adopted LOS during the PM peak-hour except for the segments of SR 40/Granada Boulevard from I-95 to Clyde Morris Boulevard, Clyde Morris Boulevard to Nova Road and US 1 to Halifax Avenue; Hand Avenue from Clyde Morris Boulevard to Shangri La Drive and Williamson Boulevard from Hand Avenue to Strickland Range Road. The following improvements are recommended to improve the LOS deficiency:

SR 40/Granada Boulevard from I-95 to Clyde Morris Boulevard:

- Widen from 4-lanes to 6-lanes.

SR 40/Granada Boulevard from Clyde Morris Boulevard to Nova Road:

- Widen from 4-lanes to 6-lanes.

SR 40/Granada Boulevard from US 1 to Halifax Avenue:

- Widen from 4-lanes to 6-lanes.

Hand Avenue from Clyde Morris Boulevard to Shangri La Drive:

- Widen from 2-lanes to 4-lanes.

Williamson Boulevard from Hand Avenue to Strickland Range Road:

- Widen from 2-lanes to 4-lanes.

The improved roadway segment analysis for the deficient segments is provided in **Table 8.**

Table 7
2028 Background PM Peak-Hour LOS - Roadway Segments
Tomoka Oaks Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Growth Method Applied	Total Growth Applied (# of Trips)	2028 Total Background Volume	Background PM Volume Exceed Adopted LOS?
SR 5A/Nova Rd.	US 1	Wilmette Ave.	4	D	3,455	1,296	Historical Growth	165	1,461	No
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	4	D	3,455	3,240	Historical + Vested	356	3,596	Yes
	Clyde Morris Blvd.	Nova Rd.	4	D	3,455	3,195	Historical + Vested	379	3,574	Yes
	US 1	Halifax Ave.	4	D	3,413	3,380	Historical + Vested	337	3,717	Yes
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	2	E	1,540	1,200	Historical + Vested	519	1,719	Yes
	Shangri La Dr.	Nova Rd.	4	E	3,410	1,350	Historical Growth	95	1,445	No
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	2	E	1,540	1,420	Vested	702	2,122	Yes

Table 8
2028 Background PM Peak-Hour LOS - Roadway Segments – Improved*
Tomoka Oaks Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Growth Method Applied	Total Growth Applied (# of Trips)	2028 Total Background Volume	Background PM Volume Exceed Adopted LOS?
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	6	D	5,114	3,240	Historical + Vested	356	3,596	No
	Clyde Morris Blvd.	Nova Rd.	6	D	5,114	3,195	Historical + Vested	379	3,574	No
	US 1	Halifax Ave.	6	D	5,366	3,380	Historical + Vested	337	3,717	No
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	4	E	3,410	1,200	Historical + Vested	519	1,719	No
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	4	E	3,410	1,420	Vested	702	2,122	No

**Improved peak-hour two-way capacity determined using FDOT 2023 Generalized Service Tables and comparable capacity from Volusia County's AADT Spreadsheet; Improvements not fully funded for construction at this time.*

5

2028 BUILD-OUT ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and identify mitigation requirements. The improvements recommended in background conditions have been included in the 2028 build-out analysis for those applicable intersections and roadway segments.

Project Trip Generation

The daily, a.m., and p.m. peak hour trip generation for the development presented in **Table 9** was determined using the Institute of Transportation Engineers (ITE) 11th Edition of the *Trip Generation Manual*.

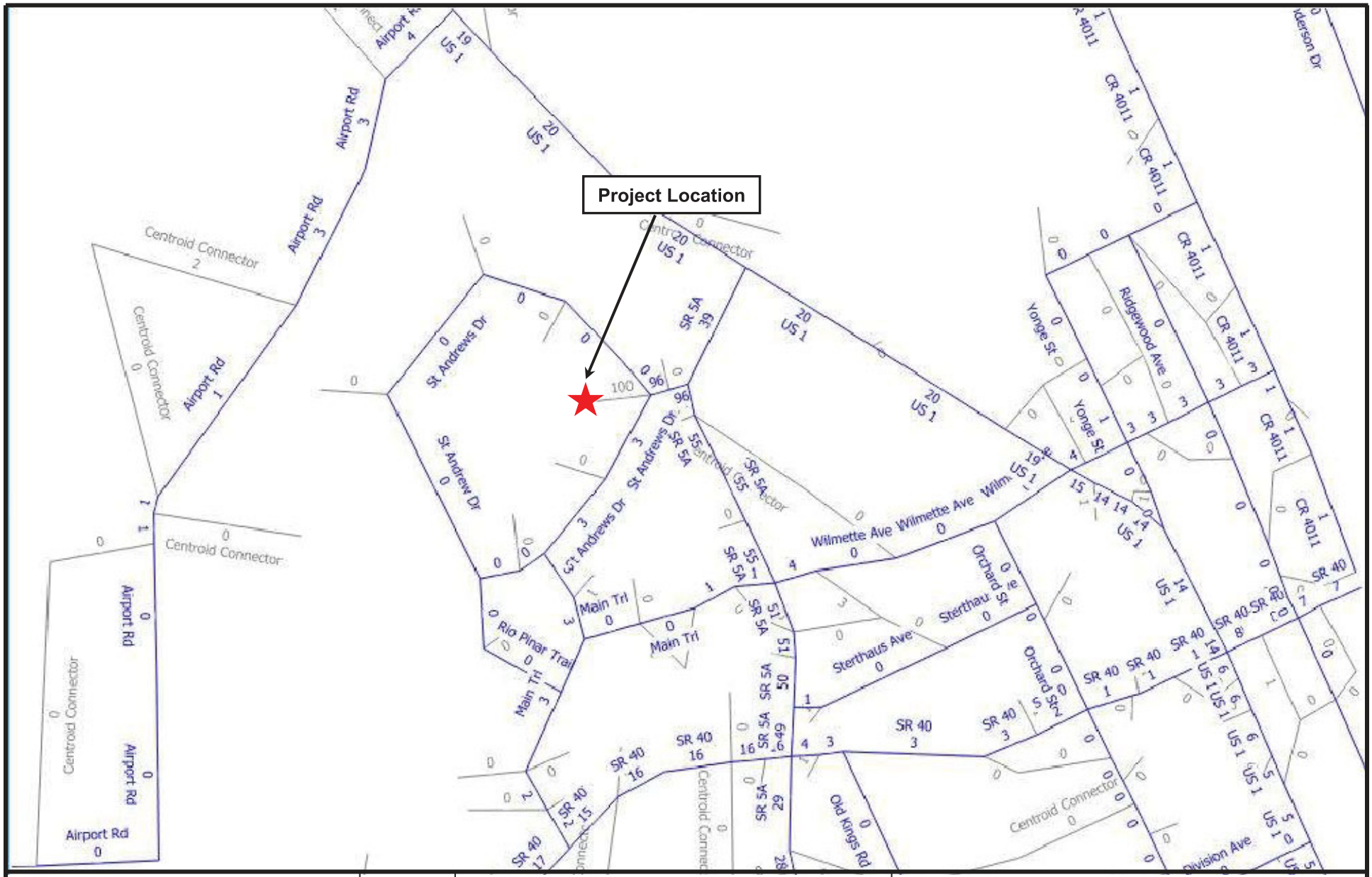
Table 9
Project Trip Generation
Tomoka Oaks Residential

Time Period	Land Use	ITE Code	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Residential	210	Ln(T) = 0.92 Ln(X) + 2.68	300	DU	50%	50%	1,387	1,387	2,774
AM Peak-Hour			Ln(T) = 0.91 Ln(X) + 0.12			26%	74%	53	149	202
PM Peak-Hour			Ln(T) = 0.94 Ln(X) + 0.27			63%	37%	176	103	279

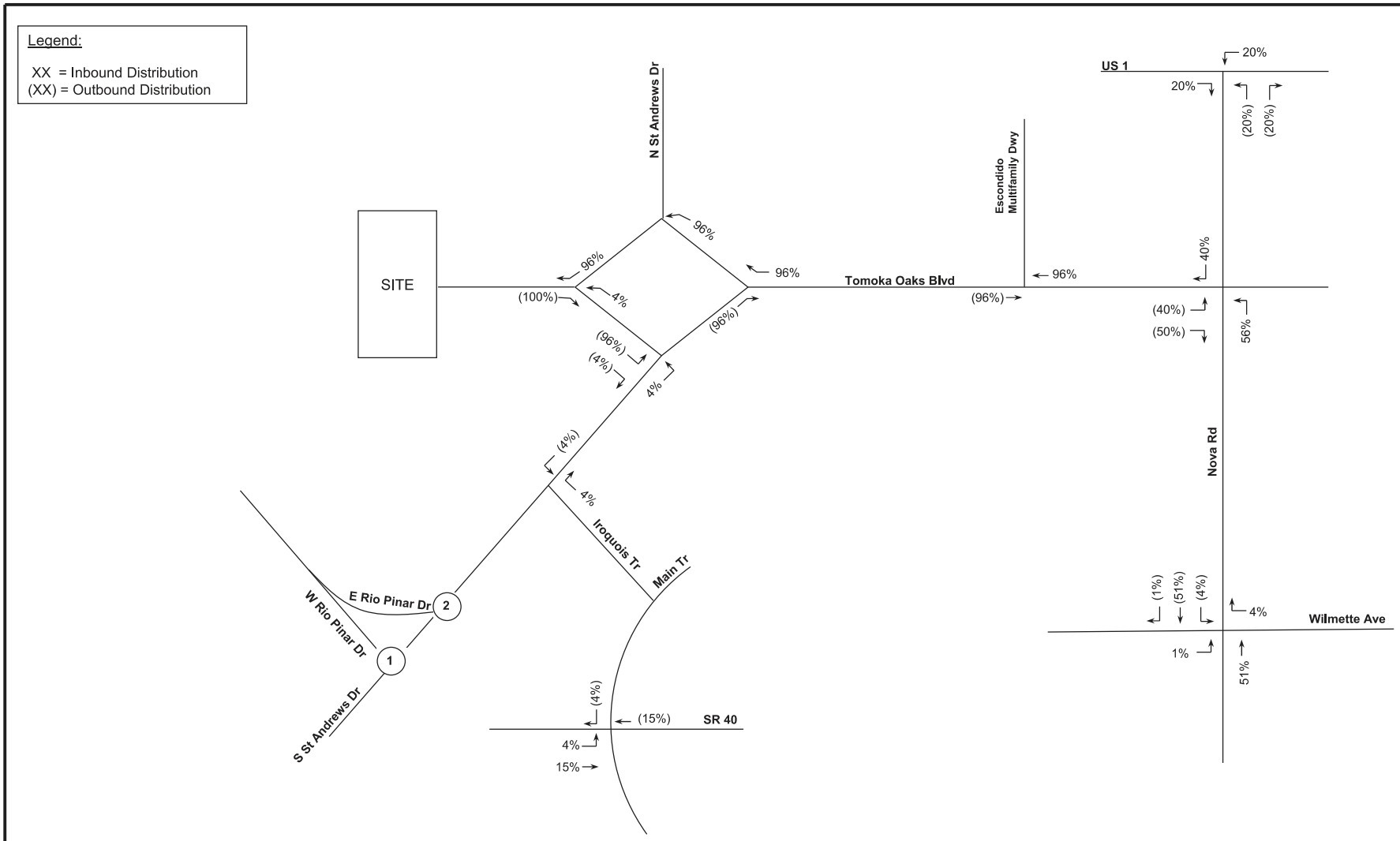
Project Trip Distribution

The Central Florida Regional Planning Model, version 6.1 (CFRPM) was used to obtain the project trip distribution for the proposed development. A select zone analysis was completed and resulted in the project trip distribution shown in **Figure 4A**. **Figure 4B** provides a more detailed view of the model output in the vicinity of the site.

Using the trip distribution, the a.m. and p.m. peak hour project trips were assigned to the study area roadway network. **Figure 5** and **Figure 6** graphically depict the 2028 total background traffic, project trips, and resulting 2028 buildout traffic at the study area intersections.



Tomoka Oaks Residential	N NTS	**Project Trip Distribution**	LTG Engineering & Planning
		Project No.: 5361.09 / Figure: 4A	1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996



Tomoka Oaks Residential	N NTS	**Project Trip Distribution**	
		Project Number: 5361.09	Figure: 4B

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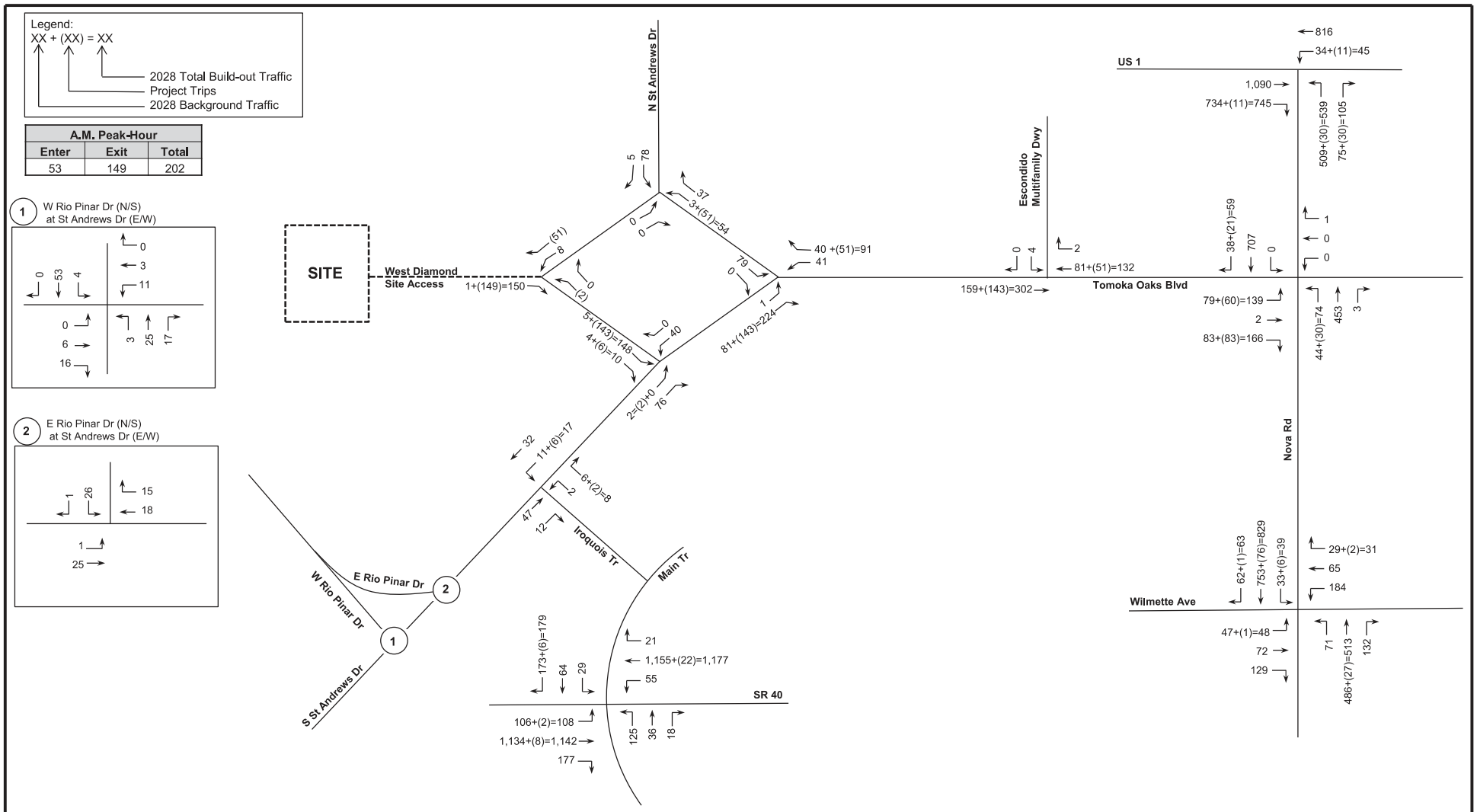

Tomoka Oaks Residential

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2028 Buildout A.M. Peak-Hour Traffic Volumes

Project Number: 5361.09

Figure: 5

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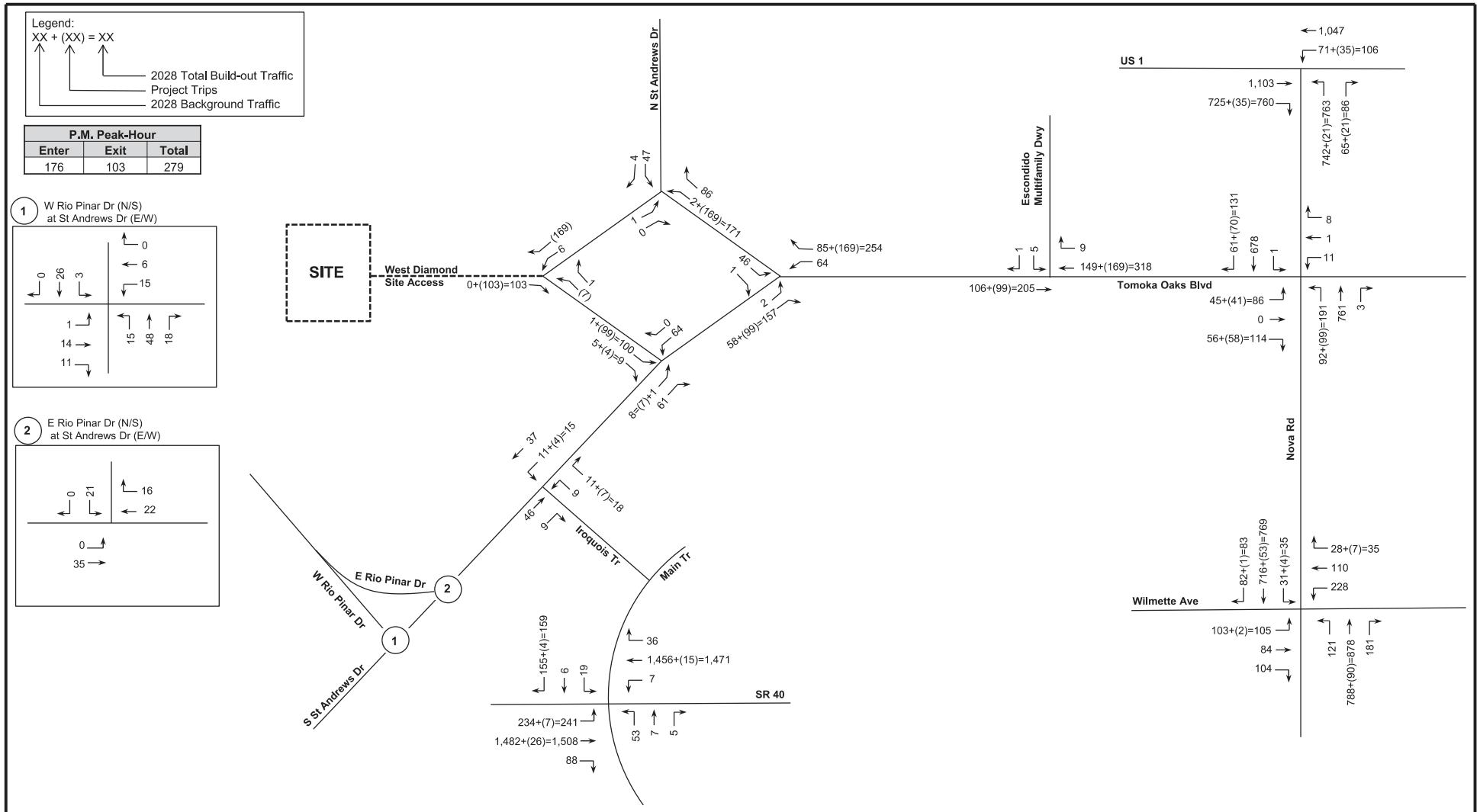

Tomoka Oaks Residential

2028 Buildout P.M. Peak-Hour Traffic Volumes

Project Number: 5361.09

Figure: 6

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2028 Build-Out – Unsignalized Intersection Analysis

The unsignalized intersections and the project driveway were analyzed to determine the operating conditions under 2028 build-out conditions, and the results are presented in **Table 10**. The HCS and Synchro summary sheets are included in Appendix H.

Table 10
2028 Build-Out AM and PM Peak-Hour LOS – Unsignalized Intersections
Tomoka Oaks Residential

Intersection	Adopted LOS	Analysis Method	AM Peak-Hour			PM Peak-Hour		
			Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Nova Rd. at Tomoka Oaks Blvd.	D	Synchro	EB	93.1	F	EB	72.3	F
Tomoka Oaks Blvd at Escondido Multifamily Access	D	Synchro	SB	11.9	B	SB	12.3	B
Tomoka Oaks Blvd. at N. St. Andrews Dr.	D	Synchro	SB	9.4	A	SB	10.1	B
Tomoka Oaks Blvd. at S. St. Andrews Dr.	D	Synchro	NB	8.7	A	NB	8.8	A
Tomoka Oaks Blvd. at West Diamond	D	Synchro	EB	9.5	A	EB	10.3	B
Tomoka Oaks Blvd. at East Diamond	D	Synchro	SB	11.6	B	SB	11.2	B
St. Andrew's Dr. at W Rio Pinar Tr.	D	HCS	SB	7.9	A	EB	8.9	A
St. Andrew's Dr. at E Rio Pinar Tr.	D	HCS	SB	8.9	A	SB	9.2	A
St. Andrew's Dr. at Iroquois Tr.	D	HCS	NB	8.7	A	NB	9.0	A

As indicated, the unsignalized intersection of Nova Road at Tomoka Oaks Boulevard is not expected to operate within the adopted level-of-service under build-out conditions. It is common that unsignalized intersections operate at higher levels of service with extended delay on the minor street approaches during peak-hour when conflicted with high major street volumes. However, a Traffic Signal Warrant Study (TSWS) was conducted at the intersection to determine whether future signal control at the intersection is warranted. The result of the analysis indicates that Warrants 1B and 2 are met by future peak hour volumes under build-out conditions. The TSWS, dated June 2021 and previously reviewed by the FDOT, is included as Appendix I.

The analysis results of the intersection of Nova Road at Tomoka Oaks Boulevard under traffic signal control is provided in **Table 11**. The intersection modification also includes adding striping for an exclusive right-turn lane to the eastbound approach approximately 75 ft. in length in order to separate right-turns from the shared left-through movement. The Synchro summary sheets are included in Appendix J. As indicated, the intersection is anticipated to operate with an acceptable LOS and with v/c ratios less than 1.0 under build-out conditions with the installation of a traffic signal.

Table 11
2028 Build-Out AM and PM Peak Hour LOS – Intersection Improvement
Tomoka Oaks Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Nova Rd. at Tomoka Oaks Blvd.	**D**	**12.4**	**B**	**No**	**16.7**	**B**	**No**

It should be noted that the intersection improvement results at Nova Road and Tomoka Oaks Boulevard does not include an exclusive southbound right-turn lane. Since the intersection is expected to operate at adopted levels of service during the a.m. and p.m. peak hours, no southbound right-turn lane is proposed at this time. Final lane geometry, alignment and signal timings for the signal shall be discussed with the FDOT during the permit application process before final design of the signal.

Site Access Analysis

Access to the development will be provided at the western leg of the Tomoka Oaks Boulevard/St. Andrews Drive intersection with primary external access at the existing Tomoka Oaks Boulevard at Nova Road. No additional turn-lanes are warranted or recommended at this location. However, adding stop control for the westbound approach will be required.

As requested by City Staff, additional analysis of the proposed site access driveway, as it relates to the existing diamond-intersection configuration, was performed. The analysis includes evaluation and comparison of two alternative intersection scenarios to determine whether improved vehicular circulation and safety could be achieved. The alternative scenarios include converting the configuration to an ALL-WAY STOP or modifying to a traditional single-land roundabout. Each alternative, including the existing scenario, were evaluated for average peak hour vehicular delay, 95th percentile queue length, the average number of stops, and number of minor and major conflict points. The results are summarized in **Table 12**. The Synchro analysis outputs are attached as Appendix K.

Table 12
Alternative Scenario Comparison – Diamond Intersection
Tomoka Oaks Residential

Build-Out Alternatives	Evaluation Criteria									
	Peak Time Period	Average Total Delay (sec.)	LOS	Max 95th Percentile Queue*			No. of Conflict Points*			Average No. of Stops*
				Approach	Veh/Lane	Length (ft.)	Major	Minor	Total	
Existing Diamond	AM	9.8	A	-	1	25	6	12	18	2
	PM	10.1	B	-	1	25				
All-Way Stop Control	AM	8.4	A	EB	1	25	16	16	32	1
	PM	9.5	A	WB	2	50				
Roundabout	AM	4.1	A	EB	1	25	0	8	8	0
	PM	4.4	A	WB	1	25				

**95th Percentile Queue reported for existing diamond configuration anticipated at each internal intersection.*

**Based on common vehicle travel paths; Major conflict points include crossing maneuvers, and minor conflicts include merge/diverge maneuvers.*

**Roundabout is designed under yield condition for all approaches.*

Comparing each alternative, we can conclude that the roundabout design slightly improves the peak hour delay and results in a lower number of conflict points than the existing and ALL-WAY STOP configurations. Reducing the number of conflict points at the intersection improves the overall safety for roadway users. Not only does the roundabout decrease the number of conflict points, but the ones that remain are classified as minor and typically aren't as server as major/crossing maneuvers. Crash data reports were requested from the Ormond Beach Police Department and through Signal 4 Analytics from year 2017 through year 2021. As a result, no crashes have been reported at the internal diamond configuration.

It should be noted that the existing configuration is expected to operate within the adopted LOS during the a.m. and p.m. peak hours. Therefore, from a mitigation standpoint, no improvements or modifications are required at intersections that are not deficient. At this time, the existing configuration is proposed to remain under future buildout conditions.

Local Road Impact Analysis

At the request of City Staff, the anticipated impact of project trips to local roads and neighborhoods (particularly the existing Tomoka Oaks and Trails Development) was examined. Due to the ease and pace of alternative travel paths, project trips utilizing South Saint Andrews Drive to Iroquois Trail and ultimately to SR 40/Granada Boulevard is expected to be minimal, approximately 4% of project traffic, which equates to 111 daily trips, 8 total a.m. peak hour trips and 11 total p.m. peak hour trips. No project traffic is expected to travel to W. Rio Pinar Trail, as no complementary uses are present. The results of the build-out intersection analyses indicate no degradation of levels of service at these intersections due to the addition of project trips.

Additionally, vehicular queues and potential blocking of the existing Escondido driveway were evaluated. In summary, the 95th percentile vehicular queue at the Nova Rd./Tomoka Oaks Blvd. intersection, under future signalized conditions, results in approximately 125 ft. in the a.m. and p.m. peak hours. The location of the Escondido

driveway is approximately 160 ft. from Nova Rd. (measured from eastbound stop bar to driveway centerline). Therefore, under the future buildout scenario, with signal control, indicated that the existing driveway will not be blocked during the a.m. and p.m. peak hours.

2028 Build-Out – Signalized Intersections Analysis

The signalized intersections were analyzed to determine the operational LOS under build-out conditions. The results are presented in **Table 13**. The HCS summary sheets are contained in Appendix H.

Table 13
2028 Build-Out AM and PM Peak-Hour LOS - Signalized Intersections
Tomoka Oaks Residential

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Nova Rd. at US 1	D	16.8	B	No	20.8	C	No
Nova Rd. at Wilmette Ave.	D	28.2	C	No	34.9	C	No
SR 40 at Main Trail	D	26.4	C	No	24.3	C	No

As indicated in Table 13, all signalized intersections are anticipated to operate with an acceptable LOS and with v/c ratios less than 1.0 under build-out conditions.

2028 Build-Out Roadway Segment Analysis

The study area roadway segments were analyzed under build-out conditions, including the improvements identified during 2028 background conditions, to determine the anticipated LOS and the results are presented in Table 14. As indicated, all study area roadway segments are expected to operate within the adopted LOS.

Queue Length and Turn Lane Analysis

A queue length analysis was conducted to determine recommended storage lengths for existing turn lanes at external study area intersections that are impacted by project traffic. The HCS 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 LDC Section 72-619, Table VI and FDOT Design Manual Exhibit 212-1. The resulting recommended turn lane lengths for the intersections are provided in Table 15. The results are listed below:

Nova Road at US 1
- Northbound left-turn lane by 25-feet.

Nova Road at Tomoka Oaks Boulevard
- Northbound left-turn lane by 50-feet.

Nova Road at Wilmette Avenue
- Southbound left-turn lane by 15-feet.

Additionally, a circulation and queue analysis at the internal diamond intersections/St. Andrews Drive, the Escondido Multifamily Driveway access, and Nova Road along Tomoka Oaks Boulevard was conducted using SIM Traffic/Synchro Simulation Software under future AM and PM peak hour conditions. The analysis was conducted under existing roadway geometry and proposed future geometry (signal at Tomoka Oaks Blvd./Nova Rd.) to determine whether additional mitigation is recommended in order to improve safety and vehicle circulation. As a result, the vehicle queue is improved with the addition of the signal at Nova Road. The resulting 95th percentile queue length equates to 125 feet in the AM peak hour and 125 feet in the PM peak hour for the eastbound approach. The Escondido Multifamily Driveway is located approximately 160 feet west of Nova Road (measured from the eastbound stop bar to the driveway centerline), indicating that the driveway is not expected to be blocked under future improved buildout conditions.

Table 14
2028 Build-Out PM Peak-Hour LOS - Roadway Segments*
Tomoka Oaks Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	2028 Background Volume	Project Distribution	Project Trips	2028 Total Build-Out Volume	2028 Build-Out Volume Exceed Adopted LOS?
SR 5A/Nova Rd.	US 1	Wilmette Ave.	4	D	3,455	1,296	1,461	57%	159	1,620	No
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	4	D	5,114	3,240	3,596	12%	33	3,629	No
	Clyde Morris Blvd.	Nova Rd.	4	D	5,114	3,195	3,574	17%	47	3,621	No
	US 1	Halifax Ave.	6	D	5,366	3,380	3,717	7%	20	3,737	No
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	4	E	3,410	1,200	1,719	3%	8	1,727	No
	Shangri La Dr.	Nova Rd.	4	E	3,410	1,350	1,445	2%	6	1,451	No
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	4	E	3,410	1,420	2,122	4%	11	2,133	No

**Includes improvements recommended in background conditions, which are currently not fully funded for construction.*

Table 15
Queue Length and Turn Lane
Tomoka Oaks Residential[1]

Intersection	Turn Lane	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)	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	Difference in Length Deficiency; Background to Build-Out (ft)	Project Trips
AM																
Nova Rd. at US 1	NBL	45	370	240	2	225	465	95	250	490	120	275	515	145	25	30
	WBL	55	760	350	1	25	375	0	25	375	0	25	375	0	0	11
Nova Rd. at Tomoka Oaks Blvd.[2]	EB	25	160	0	1	75	75	0	75	75	0	125	125	0	0	143
	NBL	45	150	240	1	25	265	115	25	265	115	25	265	115	0	30
	SBL	45	305	240	1	0	240	0	0	240	0	0	240	0	0	21
Nova Rd. at Wilmette Ave.	NBL	45	130	240	1	75	315	185	100	340	210	100	340	210	0	0
	NBR	45	300	240	1	25	265	0	25	265	0	25	265	0	0	0
	SBL	45	300	240	1	50	290	0	50	290	0	50	290	0	0	6
SR 40 at Main Tr.	EBL	45	380	240	1	75	315	0	75	315	0	100	340	0	0	2
	WBL	45	380	240	1	50	290	0	50	290	0	50	290	0	0	0
PM																
Nova Rd. at US 1	NBL	45	370	240	2	300	540	170	350	590	220	375	615	245	25	21
	WBL	55	760	350	1	50	400	0	50	400	0	75	425	0	0	35
Nova Rd. at Tomoka Oaks Blvd.[2]	EB	25	160	0	1	50	50	0	50	50	0	125	125	0	0	99
	NBL	45	150	240	1	25	265	115	25	265	115	75	315	165	50	99
	SBL	45	305	240	1	0	240	0	0	240	0	0	240	0	0	70
Nova Rd. at Wilmette Ave.	NBL	45	130	240	1	150	390	260	175	415	285	175	415	285	0	0
	NBR	45	300	240	1	50	290	0	50	290	0	50	290	0	0	0
	SBL	45	300	240	1	50	290	0	50	290	0	75	315	15	15	4
SR 40 at Main Tr.	EBL	45	380	240	1	250	490	110	325	565	185	325	565	185	0	7
	WBL	45	380	240	1	25	265	0	25	265	0	25	265	0	0	0

[1]Based upon Volusia County LDC Section 72-619 Table VI and FDOT Exhibit 212-1.
[2]Evaluted as one shared lane during existing and background conditions; exclusive EBR and shared EBTL assumed to accommodate stacking for 2-vehicles per lane (combined queue reported).

Alternate Mode Analysis

An alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate project study area. At this time, there is an existing sidewalk along the east and west sides of Nova Road. The project design also includes the extension of the sidewalk network out to Nova Road.

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 6:00 a.m. to 7:00 p.m., Monday through Saturday, with a limited fixed route service at night and on Sunday. At this time, the closest Votran bus stop is 0.60 miles south of the proposed development driveway on Nova Road at Wilmette Avenue.

Proportionate Share (PS)

Based on the current Florida Statue and procedures outlined in the R2CTPO TIA guidelines, the proportionate share shall be calculated based upon the number of trips from the proposed development being approved. The project traffic is then divided by the change in roadway capacity resulting from the recommended improvements to result in a PS percentage. The total estimated construction cost for the improvement is multiplied by the PS percentage to determine the applicant's PS contribution.

The PS formula is to be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. The recommended improvements eligible for PS determination, the estimated improvements costs and PS calculation are to be negotiated once the TIA has been approved.

6

CONCLUSION AND RECOMMENDATIONS

A Traffic Impact Analysis (TIA) was conducted to evaluate the potential transportation impact of the proposed Tomoka Oaks Residential development. Access to the development will be provided by the western leg at the Tomoka Oaks Boulevard and St. Andrews Drive intersection with primary external access at the existing Tomoka Oaks Boulevard at Nova Road intersection. The development is expected to generate 202 AM peak-hour and 279 PM peak-hour trips. The results of the analysis are summarized in Tables 16 and 17, below.

Table 16
Recommended Improvements - Roadway Segments
Tomoka Oaks Residential

Roadway	Segment		When Improvement Recommended		
	To	From	2023 Existing	2028 Background	2028 Build-Out
SR 40/Granada Blvd.	I-95	Clyde Morris Blvd.	-	6L	-
	Clyde Morris Blvd.	Nova Rd.	-	6L	-
	US 1	Halifax Ave.	-	6L	-
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	-	4L	-
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	-	4L	-

Table 17
Recommended Improvements - Intersection
Tomoka Oaks Residential

Intersection	When Improvement Recommended		
	2023 Existing	2028 Background	2028 Build-Out
Nova Rd. at Tomoka Oaks Blvd.	-	-	Install traffic signal; Add striping for eastbound approach for exclusive right-turn lane

Additionally, the following existing turn lanes are shown to be deficient under 2028 build-out conditions. Based on turn lane standards adopted by Volusia County and the FDOT, the deficient length due to project trips are present at the following intersections:

Nova Road at US 1
- Northbound left-turn lane by 25-feet.

Nova Road at Tomoka Oaks Boulevard
- Northbound left-turn lane by 50-feet.

Nova Road at Wilmette Avenue
- Southbound left-turn lane by 15-feet.

The 95th percentile queue for the eastbound approach at the Tomoka Oaks Boulevard and Nova Road intersection, under signal control and using 2028 build-out peak hour volumes, is anticipated to extend 125 ft. in the AM and PM peak hours. The existing Escondido Multifamily Driveway is located approximately 160 ft. west of Nova Road (measured from the eastbound stop bar to the driveway centerline), indicating that the driveway is not expected to be blocked under future improved buildout conditions during the peak hour.

If required by the reviewing agencies, the recommended improvements eligible for proportionate share (PS), the estimated improvement cost, and PS calculations are to be negotiated once the TIA results are accepted by the City of Ormond Beach.

APPENDIX A

Preliminary Site Plan

TOMOKA PRESERVE

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT

OWNER:
TRIUMP OAKS OF ORMOND BEACH I, LLC
7765 LAKE WORTH ROAD, BOX 320
LAKE WORTH, FL 33467
PHONE NUMBER
FAX NUMBER
CONTACT PERSON: SHELDON RUBIN
e-mail: sheldonwrubin@gmail.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRIS ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE NUMBER: (386) 761-5385
FAX NUMBER
CONTACT PERSON: NAME
e-mail: name@name.com

GEOTECHNICAL ENGINEER:
NAME
ADDRESS
ADDRESS
PHONE NUMBER
FAX NUMBER
CONTACT PERSON: NAME
e-mail: name@name.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

REZONING OF A MULTIFAMILY PLANNED DEVELOPMENT AND GOLF COURSE.

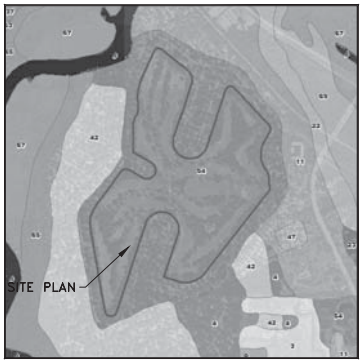
SITE INFORMATION:	
SITE ADDRESS:	30 TOMOKA OAKS BLVD., ORMOND BEACH, FL 32174
PROJECT AREA:	147.94 ACRES
TAX PARCEL I.D. #:	324207000010
EXISTING ZONING:	PRD
PROPOSED ZONING:	PRD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	SINGLE FAMILY
EXISTING FUTURE LAND USE:	LDR
MAXIMUM UNIT/LOT COUNT:	300
UNIT/LOT DENSITY:	2 PER ACRE
LOT TYPE	VARIES
REQUIRED LANDSCAPE BUFFER(S):	50 FT. MINIMUM TYPE 2 PLANTINGS (2 TREES, 30 SHRUBS, 30 GROUND COVER)
MINIMUM LOT DEPTH:	140 FT.
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH



VICINITY MAP
SCALE: 1" = 2000'



ZONING MAP
SCALE: 1" = 1000'
CURRENT ZONING FOR THIS SITE IS: PRD



SOILS MAP
SCALE: 1" = 1000'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 0-WATER; 3-ARENTS; 4-ASTATULA FINE SAND, 0 TO 8 PERCENT SLOPES;11-BULOW SAND, 0 TO 5 PERCENT SLOPES; 22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARMTON FINE SAND;37-ORSINO FINE SAND, 0 TO 5 PERCENT SLOPES; 42-PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES; 47-PITS; 54-QUARTZIPSAMMENTS, GENTLY SLOPING; 63-TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES; 65-TERRA CEIA MUCK; 67-TURNBULL MUCK; 69-TUSCAWILLA FINE SAND



FLOOD ZONE MAP
SCALE: 1" = 1000'

THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS 12127C0211K AND 12127C0212K FEE 9/29/2017

SHEET INDEX:

01 COVER SHEET
1-4 EXHIBITS

LEGAL DESCRIPTION:

SAM SNEAD GOLF AND COUNTRY CLUB, A PART OF THE THOMAS FITCH GRANT, LYING WESTERLY OF THE FLORIDA EAST COAST RAILWAY, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA PRESERVE
FINAL ENGINEERING PLANS
COVER SHEET

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067 PD
DESIGNED BY: KTR
DRAFTED BY: XXX
CHECKED BY: XX
DRAWING FILE: 01_21067 COV
XREFS: XXXX.DWG
XREFS: XXXX.DWG

KRISTOPHER T. ROWLEY, P.E. NO. 84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 2



LOT LEGEND (298 LOTS/ 69.06 ACERS/ 46%)

SYMBOL	NOTES	LOTS	LOT %
	40' X 140'	41	(13%)
	50' x 140'	55	(18%)
	60' X 140'	84	(28%)
	70' X 140'	59	(20%)
	80' X 140'	59	(20%)

LAND USE LEGEND

SYMBOL	NOTES	ACRES	
	50' LANDSCAPE BUFFER	19.92	(13%)
	OPEN SPACE	31.3	(21%)
	DRAINAGE/HABITAT	15.73	(10%)
	AMENITY POCKET PARKS	7.06	(4%)

CONCEPT LEGEND

EMERGENCY ACCESS THRESHOLD

Pedestrian Access

TAKEOFF: 4

PROPOSED PEDESTRIAN & VEHICULAR GATE LOCATION

TAKEOFF: 2

PUD Development Standards

Lot Type	Minimum Lot Width	SF Range	Required Parking Spaces	% Impervious 6	Maximum Height 1,5	Minimum Front Porch Setbacks			Minimum Primary Structure Setbacks 2			Minimum Garage Setbacks 3,4, 5			
						Front	Side	Side Street	Front	Rear 2	Side	Front 3	Rear	Side	Side Street
Coach Homes	30 feet	1550-1850 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Paired Villa	35 feet	1800-2100 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Cottage	40 feet	1650-2050 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Village Home	50 feet	1950-2750 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Park House	60 feet	2500-3200 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Estate House	70 feet	2750-4000 sf	2.5	75%	40 feet	5 feet	5 feet	5 feet	12 feet	15 feet	5 feet	N/A	5 feet	5 feet	10 feet
Custom House	80+ feet	2800+ sf	3	75%	40 feet	5 feet	5 feet	5 feet	12 feet	15 feet	7 feet	N/A	5 feet	5 feet	10 feet

NOTE: NO MULTIFAMILY STRUCTURE AND ASSOCIATED PARKING AREAS ARE TO BE WITHIN TWO HUNDRED FEET OF ANY SINGLE-FAMILY DISTRICT ADJOINING THE PROPOSED DEVELOPMENT.

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. | DATE | BY | SUBMITTALS / REVISIONS

TOMOKA PRESERVE
PLANNED DEVELOPMENT
OVERALL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 21067 PD
DESIGNED BY: KTR
DRAFTED BY: XXX
CHECKED BY: XX
DRAWING FILE: 07_21067 OOP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

KRISTOPHER T. RAWLEY, P.E. NO. 84263
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 4



ZEV COHEN & ASSOCIATES, INC.
800 NORTH BEACH ST. P.O. BOX 1270
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA PRESERVE PLANNED DEVELOPMENT OPEN SPACE PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: 07_21067 OOP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

KRISTOPHER T. ROWLEY, P.E., NO.34063
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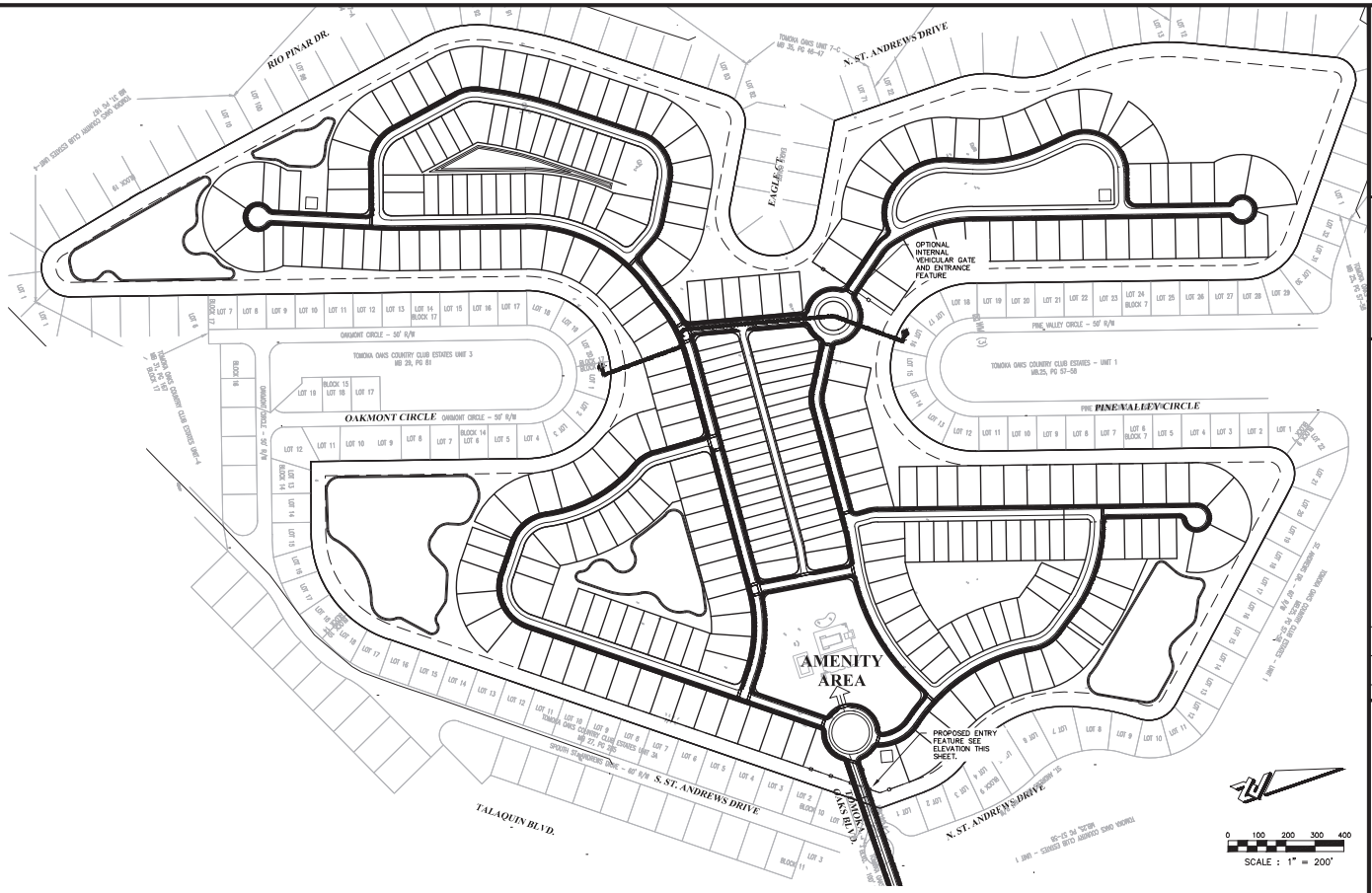
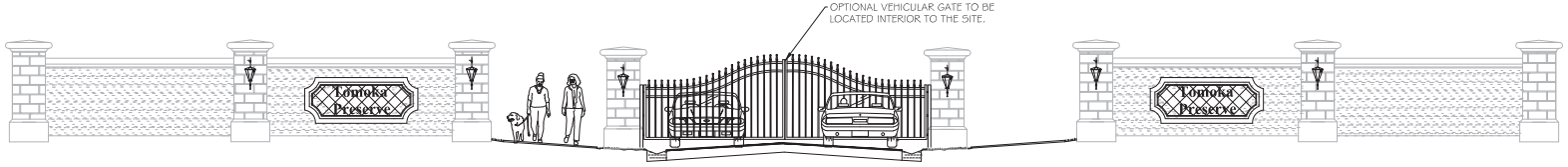
SHEET: EX2 OF 4





A CONCEPTUAL ENTRANCE ELEVATION

N.T.S.

DETAIL-FILE

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TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA PRESERVE
PLANNED DEVELOPMENT
SIGN PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: 07_21067 OOP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

KRISTOPHER T. KINSLEY, P.E. NO.84063
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SHEET: CP1 OF 1

APPENDIX B

Approved Methodology

LTG Engineering & Planning

Via Email: (Steven.Spraker@ormondbeach.org)

Ref: 5361.02

May 16, 2022

Mr. Steven S. Spraker, AICP
Ormond Beach Planning Director
22 South Beach Street
Ormond Beach, FL 32174

Re: Tomoka Oaks - Traffic Impact Analysis (TIA) Methodology Letter
Ormond Beach, Florida

Dear Mr. Spraker:

LTG, Inc. (LTG) has been retained by Triumph Oaks of Ormond Beach I, LLC to prepare a Traffic Impact Analysis (TIA) for the proposed Tomoka Oaks development, located west of the Nova Road/Tomoka Oaks Boulevard intersection in the City of Ormond Beach, Florida. Figure 1 shows the location of the project relative to the surrounding road network. The development consists of 300 single family dwelling units. Build-out of the project is anticipated by year 2026. Access to the site is proposed via the existing intersection of SR 5A (Nova Road) and Tomoka Oaks Boulevard. A preliminary site plan is attached as Exhibit A.

The City of Ormond Beach has adopted the River to Sea Transportation Planning Organization (R2CTPO). 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 as obtained from the City of Ormond Beach and Volusia County Traffic Engineering Department.

Analysis Period

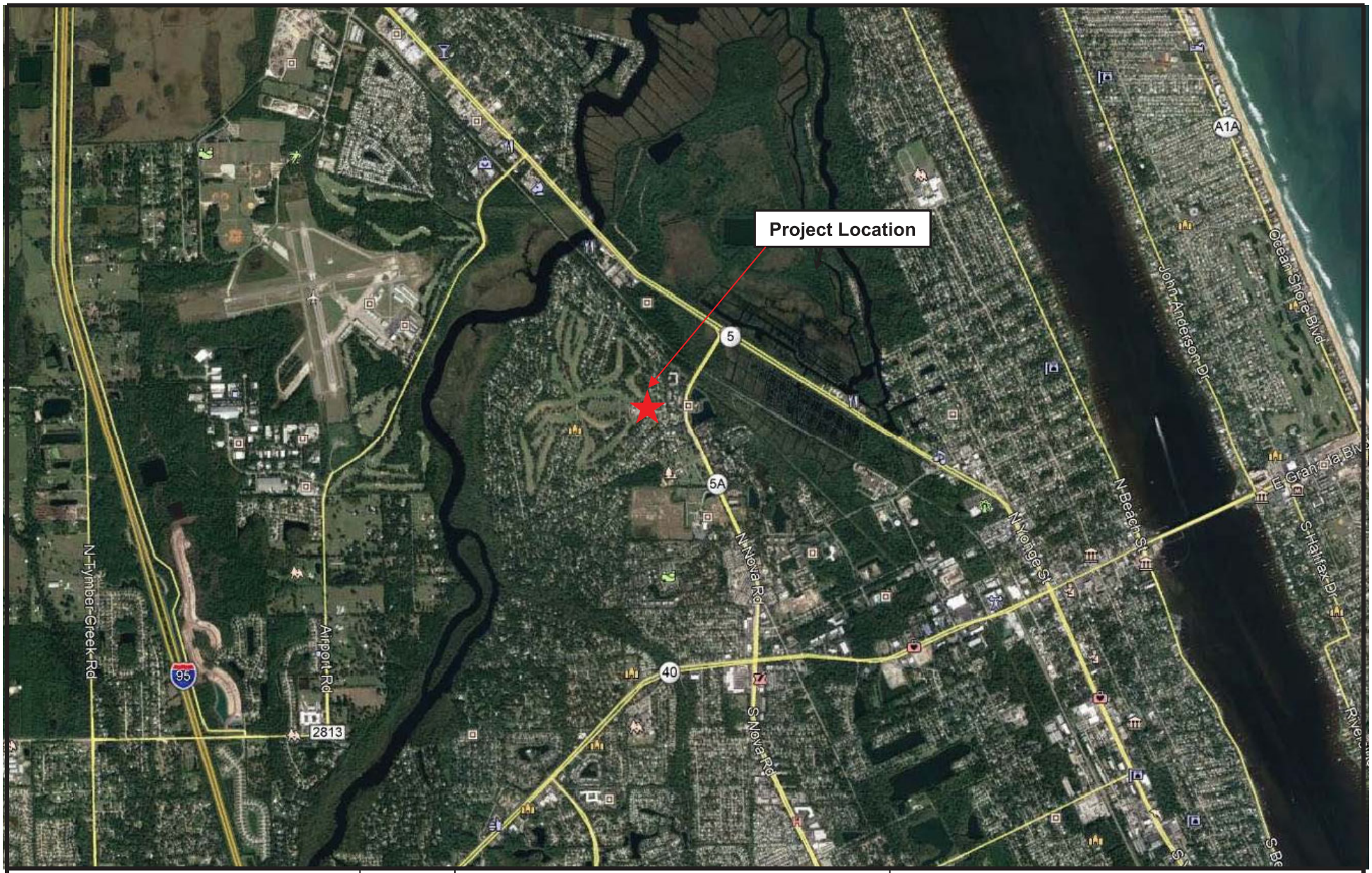
Roadway segments will be analyzed based on p.m. peak-hour two-way traffic and intersections will be analyzed for the a.m. and p.m. peak-hours. The analysis will be conducted under 2022 existing conditions and 2026 future build-out conditions. The a.m. and p.m. peak-hour turning movement counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) between the hours of 7:00 a.m.-9:00 a.m. and 4:00 p.m.-6:00 p.m. The existing traffic counts will be adjusted by the 2019 FDOT Seasonal Factor (SF) specified for the week the data is collected.

Project Trip Generation

The daily, a.m., and p.m. peak-hour trip generation for the development was determined using the Institute of Transportation Engineers (ITE), 11^{h} edition of the *Trip Generation Manual*. The resulting project trip generation is summarized in Table 1.

Table 1
Project Trip Generation
Tomoka Oaks

Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single Family	210	Ln(T) = 0.92 Ln(X) + 2.68	300	DU	50%	50%	1,387	1,387	2,774
A.M. Peak-Hour	Single Family	210	Ln(T) = 0.91 Ln(X) + 0.12	300	DU	26%	74%	53	149	202
P.M. Peak-Hour	Single Family	210	Ln(T) = 0.94 Ln(X) + 0.27	300	DU	63%	37%	176	103	279



Tomoka Oaks	N NTS	**Project Location Map** Project No.: 5361.02 | Figure: 1	LTG Engineering & Planning 1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

Project Trip Distribution

The Central Florida Regional Planning Model, version 6.1 (CFRPM) was used to obtain the project trip distribution for the proposed development. A select zone analysis was completed and resulted in the project trip distribution shown in Figure 2.

Study Area

Per the R2CTPO guidelines, projects must include all roadway segments to which the site has direct connections, which 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 peak-hour two-way adopted level of service (LOS) capacity. Table 2 presents the significance test on area roadways for the proposed development. The following intersections and roadway segments will be included in the study:

Roadway Segments:

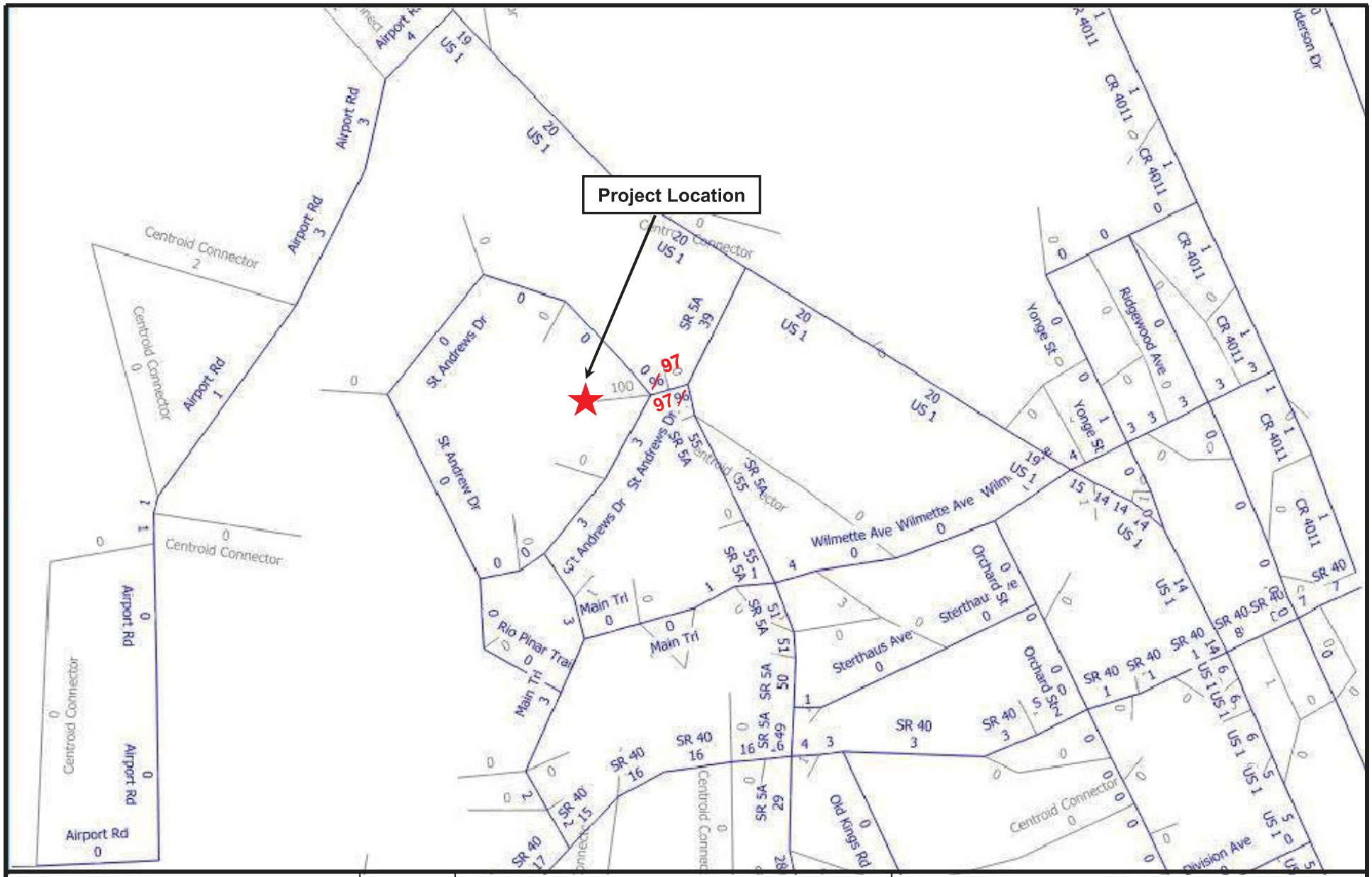
- Nova Road from Wilmette Avenue to US 1 (Significant)
- SR 40/Granada Boulevard from Clyde Morris Boulevard to Nova Road (near critical)
- SR 40/Granada Boulevard from US 1 to Halifax Drive (critical)
- Hand Avenue from Clyde Morris Boulevard to Nova Road (critical)
- Williamson Boulevard from Hand Avenue to Strickland Range Road (vested critical)

Intersections:

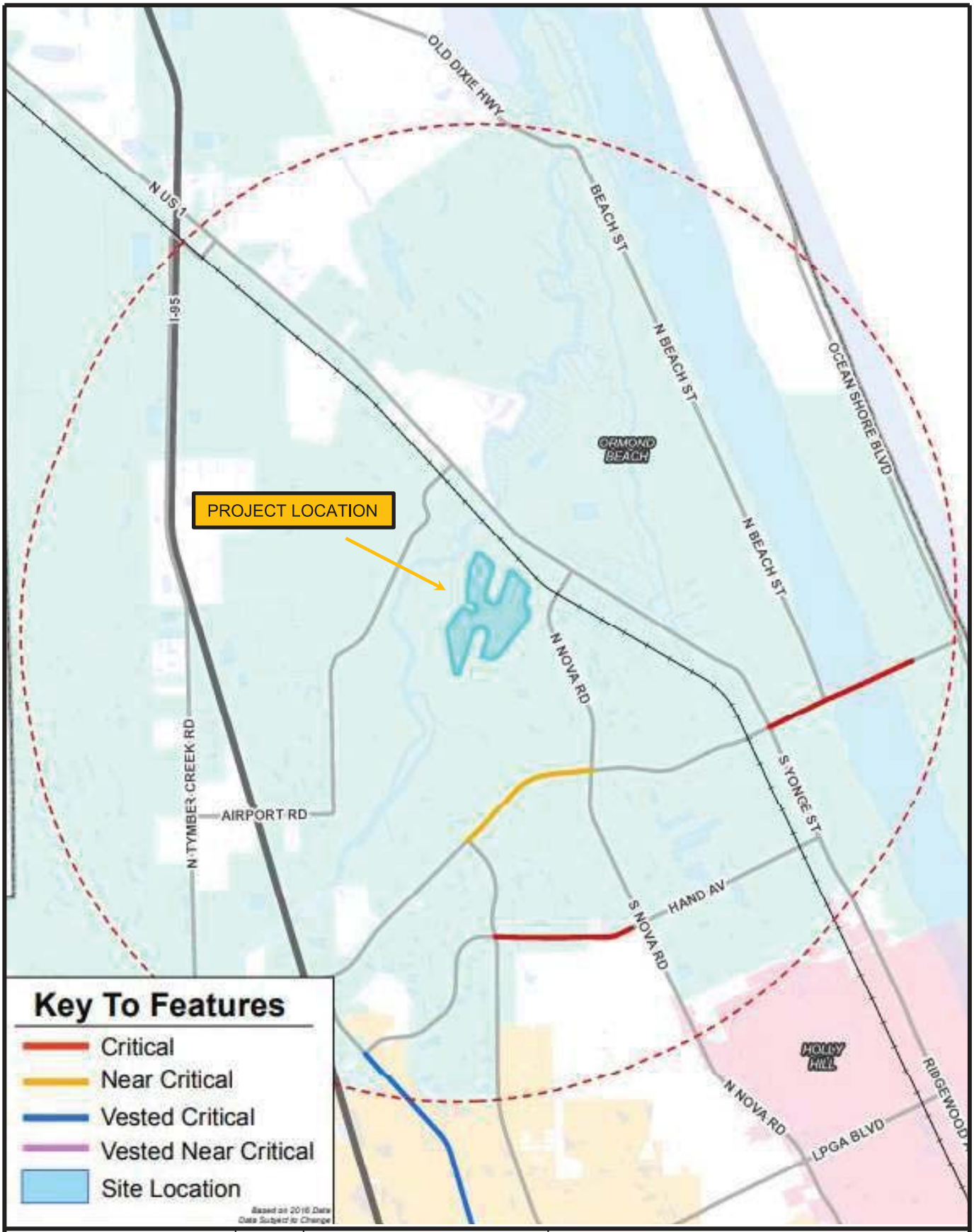
- Signalized
  - SR 40 at Main Trail
  - Wilmette Ave at Nova Rd
  - US 1 at Nova Rd
- Unsignalized
  - St. Andrew's Drive at Rio Pinar Trail
  - St. Andrew's Drive at Iroquois Trial
  - Tomoka Oaks Blvd at Nova Rd
  - Tomoka Oaks Blvd at N. St. Andrews Blvd
  - Tomoka Oaks Blvd at S. St. Andrews Blvd
  - Tomoka Oaks Blvd at West Diamond
  - Tomoka Oaks Blvd at East Diamond

Build-Out Traffic

The build-out traffic will be developed by the sum of the background traffic (derived from historical growth rates and vested trips as identified by Volusia County) and the estimated project traffic. The growth rate for each study area roadway segment was determined using the method developed by Volusia County in August of 2020 (see Exhibit B), the vested trips as identified by the County's latest vested trips table, received June 2021, and the latest Volusia County AADT spreadsheet. The FDOT *Traffic Trends* summary sheets are attached as Exhibit B. Tables 3 summarize the historical annual growth, vested trips, and the applied growth method used in the analysis for the study area roadway segments and the additional segments needed for the intersection analyses.



Tomoka Oaks	N NTS	**Project Trip Distribution** Project No.: 5361.02 | Figure: 2	LTG Engineering & Planning 1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996



Tomoka Oaks	N NTS	**3-Mile Critical/Near Critical Map** Project No.: 5361.02 | Figure: 3	LTG Engineering & Planning 1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

Table 2
Significance Test
Tomoka Oaks

Roadway	Limits		No. of Lanes	Adopted LOS[1]	Peak-Hour Two-Way Capacity at Adopted LOS[2]	Build Out Project Distribution	Peak-Hour Two-Way		
	From	To					Project Trips	Impact on LOS	3% Significant?
I-95	LPGA Blvd.	SR 40/Granada Blvd	6	D	12,310	0%	0	0.00%	No
	SR 40/Granada Blvd	US 1	6	D	10,510	0%	0	0.00%	No
US 1/Ridgewood Ave.	Hand Ave.	SR 40/Granada Blvd	4	D	3,580	6%	18	0.49%	No
	SR 40/Granada Blvd	SR 5A/Nova Rd.	4	D	3,580	20%	58	1.63%	No
	SR 5A/Nova Rd.	Airport Dr	4	D	3,580	20%	58	1.63%	No
	Airport Dr	I-95	4	D	3,580	15%	44	1.23%	No
SR 5A/Nova Rd.	LPGA Blvd.	Hand Ave.	6	D	5,390	23%	67	1.24%	No
	Hand Ave.	SR 40/Granada Blvd.	6	D	5,390	29%	85	1.58%	No
	SR 40/Granada Blvd.	Wilmette Ave	6	D	5,390	51%	149	2.76%	No
	Wilmette Ave	US 1	4	D	3,580	57%	166	4.64%	Yes
SR 40/Granada Blvd.	I 95	Clyde Morris Blvd.	4	D	3,580	12%	35	0.98%	No
	Clyde Morris Blvd.	Nova Rd.	4	D	3,580	17%	50	1.40%	No
	SR 5A/Nova Rd.	US 1	4	D	3,580	3%	9	0.25%	No
	US 1	Halifax Ave.	4	D	3,580	7%	20	0.56%	No
Clyde Morris Blvd.	SR 40	Hand Ave.	4	E	2,740	5%	15	0.55%	No
	Hand Ave.	LPGA Blvd.	4	E	3,410	4%	12	0.35%	No
Hand Ave.	Williamson Blvd.	Clyde Morris Blvd.	2	E	1,540	2%	6	0.39%	No
	Clyde Morris Blvd.	Shangri La Dr.	2	E	1,540	3%	9	0.58%	No
	Shangri La Dr.	Nova Rd.	4	E	3,410	2%	6	0.18%	No
	Nova Rd.	US 1	2	E	1,020	1%	3	0.29%	No
Williamson Blvd.	SR 40	Hand Ave.	4	E.	3,410	2%	6	0.18%	No
	Hand Ave.	Strickland Range Rd	2	E	1,540	4%	12	0.78%	No
Airport Road	Tymber Creek Rd Ext.	Pineland Trl	2	E	2,240	0%	0	0.00%	No
	Pineland Trl	Sunshine Blvd	2	E	2,240	1%	3	0.13%	No
	Sunshine Blvd	US 1	2	E	2,240	3%	9	0.40%	No

Critical
Near Critical
Vested Critical
Vested Near Critical
3% Significant and/or provide project access

Table 3
Trends Growth and Vested Trips – Study Area Roadway Segments
Tomoka Oaks

Roadway	Limits		5-Year			10-Year			Applied Growth Rate	Applied Growth If Using Adjacent Segment	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth (# of Trips)	Use Greater of Vested vs Growth	Total Growth Applied (# of Trips)	2026 Total Background Volume
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate											
Nova Rd	Wilmette Ave	US 1	Linear	70.6%	1.86%	N/A	-	-	1.86%	-	N	0	1,200	2019	2026	156	N/A	156	1,356
Williamson Blvd	Strickland Range Rd	LPGA Blvd	Linear	47.2%	4.00%	Linear	85.6%	4.23%	4.23%	-	Y	535	1,450	2021	2026	307	Vested	535	1,985
SR 40/Granada Blvd	Clyde Morris Blvd	Nova Rd	Linear	78.5%	2.67%	N/A	-	-	2.67%	-	N	89	2,670	2019	2026	499	N/A	588	3,258
	US 1	Halifax Ave	Linear	82.4%	5.16%	N/A	-	-	5.16%	-	Y	435	3,140	2019	2026	1,134	Growth	1,134	4,274
Hand Ave	Clyde Morris Blvd	Shangri La Dr	Linear	84.5%	-2.73%	Linear	-	-	1.00%	-	N	105	1,230	2021	2026	62	N/A	167	1,397
	Shangri La Dr	Nova Rd	Linear	54.2%	-2.06%	Decaying Exponential	64.6%	0.34%	Check adjacent	1.00%	N	0	1,360	2021	2026	68	N/A	68	1,428

Segment Analysis – Existing and Build-Out 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 – A.M. & P.M. Weekday Peak-Hour

The operating conditions for both the existing and future conditions at the signalized and unsignalized intersections will be analyzed using the *Highway Capacity Software 2022* (HCS). These software programs utilize the procedures outlined in Chapters 19 and 20 of the HCM 6th Edition *Highway Capacity Manual*, titled "Signalized Intersections" and "Two-Way Stop Control Intersections," respectively.

Alternative Mode Analysis

An alternate mode analysis will be conducted to analyze any transit stops within ¼ mile of the site, provisions for sidewalks adjacent to public roads within the limits of the site, sidewalk connectivity between parcels, provisions for any bicycle amenities, such as bike racks or lockers, and identification to any schools within 2-mile of the site.

Improvements

All improvements funded for construction within the first three years of the Volusia County and FDOT five-year work programs will be considered in the analysis. If warranted, appropriate roadway and intersection improvements will be identified. Conditions will be analyzed for improvements that are required for mitigation. Proportionate share calculations will be based on construction costs approved by Volusia County Engineering and Construction Division. Site access needs in terms of turn lane storage and deceleration shall be identified.

It is understood that this methodology will remain valid for a period of six (6) months from the date of approval. This methodology letter is a second submittal that has been updated in response to comments received from the City of Ormond Beach. Attached to those City comments was correspondence from other parties not affiliated with the City of Ormond Beach Planning Department regarding the proposed development. At the request of City Staff, that correspondence is included as Exhibit C.

Please review and advise if the City is in agreement with this proposed methodology or provide comments relating to preferred revisions. If you have any questions, please contact me at 386.257.2571.

Sincerely,
LTG, Inc.

Crystal Mercedes, PTP, RSP
Senior Transportation Planner

Attachments:

Exhibit A: Preliminary Site Plan

Exhibit B: FDOT Traffic Trends

Exhibit C: Methodology Correspondence

c: Sheldon W. Rubin, Manager, Triumph Oaks of Ormond Beach I, LLC (sheldonwrubin@gmail.com)
Emily Rubin, Triumph Oaks of Ormond Beach I, LLC (emily@rubincommunities.com)
Carl Velie, Triumph Oaks of Ormond Beach I, LLC (carlvelie@gmail.com)
Ray Barshay, Triumph Oaks of Ormond Beach I, LLC (raybar10@aol.com)
Dwight Durant, Zev Cohen & Associates (ddurant@zevcohen.com)
Rob Merrell, Cobb Cole (rob.merrell@cobbcole.com)
Jessica Gow, Cobb Cole (jessica.gow@cobbcole.com

EXHIBIT A

Concept Plan

TOMOKA PRESERVE

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT

OWNER:
TRIUMP OAKS OF ORMOND BEACH I, LLC
7765 LAKE WORTH ROAD, BOX 320
LAKE WORTH, FL 33467
PHONE NUMBER
FAX NUMBER
CONTACT PERSON: SHELDON RUBIN
e-mail: sheldonwrubin@gmail.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRIS ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE NUMBER: (386) 761-5385
FAX NUMBER
CONTACT PERSON: NAME
e-mail: name@name.com

GEOTECHNICAL ENGINEER:
NAME
ADDRESS
ADDRESS
PHONE NUMBER
FAX NUMBER
CONTACT PERSON: NAME
e-mail: name@name.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

REZONING OF A MULTIFAMILY PLANNED DEVELOPMENT AND GOLF COURSE.

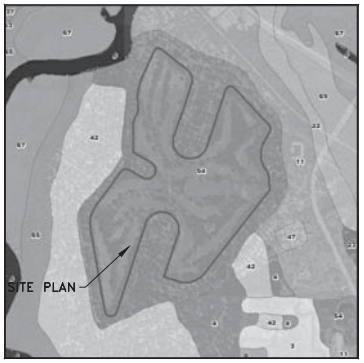
SITE INFORMATION:	
SITE ADDRESS:	30 TOMOKA OAKS BLVD., ORMOND BEACH, FL 32174
PROJECT AREA:	147.94 ACRES
TAX PARCEL I.D. #:	324207000010
EXISTING ZONING:	PRD
PROPOSED ZONING:	PRD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	SINGLE FAMILY
EXISTING FUTURE LAND USE:	LDR
MAXIMUM UNIT/LOT COUNT:	300
UNIT/LOT DENSITY:	2 PER ACRE
LOT TYPE	VARIES
REQUIRED LANDSCAPE BUFFER(S):	50 FT. MINIMUM TYPE 2 PLANTINGS (2 TREES, 30 SHRUBS, 30 GROUND COVER)
MINIMUM LOT DEPTH:	140 FT.
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH



VICINITY MAP
SCALE: 1" = 2000'



ZONING MAP
SCALE: 1" = 1000'
CURRENT ZONING FOR THIS SITE IS: PRD



SOILS MAP
SCALE: 1" = 1000'



FLOOD ZONE MAP
SCALE: 1" = 1000'

SHEET INDEX:

01 COVER SHEET
1-4 EXHIBITS

LEGAL DESCRIPTION:

SAM SNEAD GOLF AND COUNTRY CLUB, A PART OF THE THOMAS FITCH GRANT, LYING WESTERLY OF THE FLORIDA EAST COAST RAILWAY, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 0-WATER; 3-ARENTS; 4-ASTATULA FINE SAND, 0 TO 8 PERCENT SLOPES;11-BULOW SAND, 0 TO 5 PERCENT SLOPES; 22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARMTON FINE SAND;37-ORSINO FINE SAND, 0 TO 5 PERCENT SLOPES; 42-PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES; 47-PITS; 54-QUARTZIPSAMMENTS, GENTLY SLOPING; 63-TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES; 65-TERRA CEIA MUCK; 67-TURNBULL MUCK; 69-TUSCAWILLA FINE SAND

THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS 12127C0211K AND 12127C0212K FEE 9/29/2017

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA PRESERVE
FINAL ENGINEERING PLANS
COVER SHEET

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 21067 PD
DESIGNED BY: KTR
DRAFTED BY: XXX
CHECKED BY: XX
DRAWING FILE: 01_21067 COV
XREFS: XXXX.DWG
XREFS: XXXX.DWG

KRISTOPHER T. ROWLEY, P.E. NO. 84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 2



LOT LEGEND (298 LOTS/ 69.06 ACERS/ 46%)

SYMBOL	NOTES	LOTS	LOT %
	40' X 140'	41	(13%)
	50' x 140'	55	(18%)
	60' X 140'	84	(28%)
	70' X 140'	59	(20%)
	80' X 140'	59	(20%)

LAND USE LEGEND

SYMBOL	NOTES	ACRES	
	50' LANDSCAPE BUFFER	19.92	(13%)
	OPEN SPACE	31.3	(21%)
	DRAINAGE/HABITAT	15.73	(10%)
	AMENITY POCKET PARKS	7.06	(4%)

CONCEPT LEGEND

EMERGENCY ACCESS THRESHOLD

Pedestrian Access

TAKEOFF: 4

PROPOSED PEDESTRIAN & VEHICULAR GATE LOCATION

TAKEOFF: 2

PUD Development Standards

Lot Type	Minimum Lot Width	SF Range	Required Parking Spaces	% Impervious 6	Maximum Height 1,5	Minimum Front Porch Setbacks			Minimum Primary Structure Setbacks 2			Minimum Garage Setbacks 3,4, 5			
						Front	Side	Side Street	Front	Rear 2	Side	Front 3	Rear	Side	Side Street
Coach Homes	30 feet	1550-1850 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Paired Villa	35 feet	1800-2100 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Cottage	40 feet	1650-2050 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Village Home	50 feet	1950-2750 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Park House	60 feet	2500-3200 sf	2	80%	35 feet	5 feet	5 feet	5 feet	12 feet	5/15 feet	5 feet	N/A	5 feet	5 feet	5 feet
Estate House	70 feet	2750-4000 sf	2.5	75%	40 feet	5 feet	5 feet	5 feet	12 feet	15 feet	5 feet	N/A	5 feet	5 feet	10 feet
Custom House	80+ feet	2800+ sf	3	75%	40 feet	5 feet	5 feet	5 feet	12 feet	15 feet	7 feet	N/A	5 feet	5 feet	10 feet

NOTE: NO MULTIFAMILY STRUCTURE AND ASSOCIATED PARKING AREAS ARE TO BE WITHIN TWO HUNDRED FEET OF ANY SINGLE-FAMILY DISTRICT ADJOINING THE PROPOSED DEVELOPMENT.

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. | DATE | BY | SUBMITTALS / REVISIONS

TOMOKA PRESERVE
PLANNED DEVELOPMENT
OVERALL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 21067 PD
DESIGNED BY: KTR
DRAFTED BY: XXX
CHECKED BY: XX
DRAWING FILE: 07_21067 OOP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

KRISTOPHER T. ROWLEY, P.E. NO. 84263
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 4



ZEV COHEN & ASSOCIATES, INC.
800 NORTH BEACH ST. P.O. BOX 1270
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

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ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

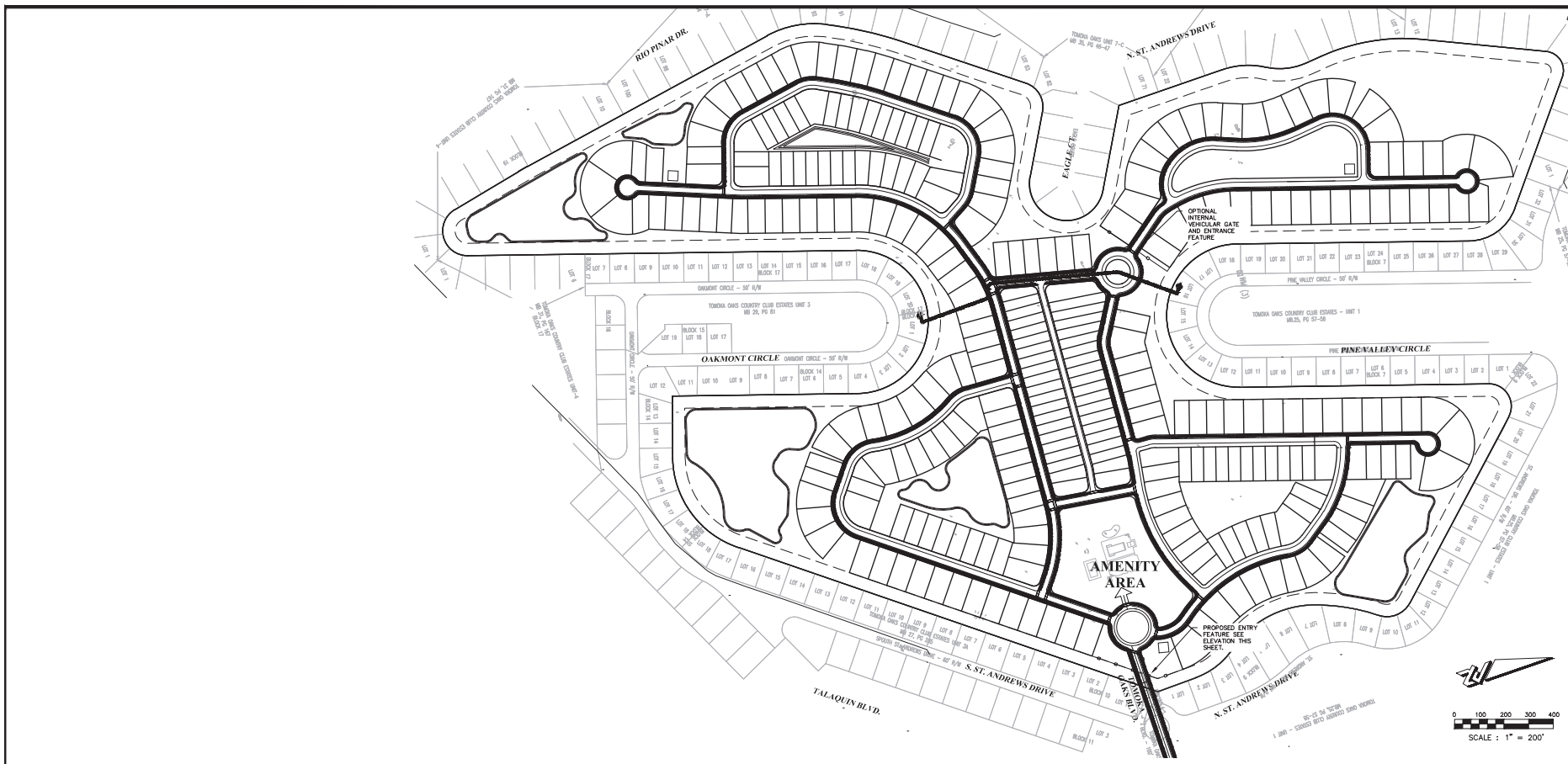
TOMOKA PRESERVE PLANNED DEVELOPMENT OPEN SPACE PLAN

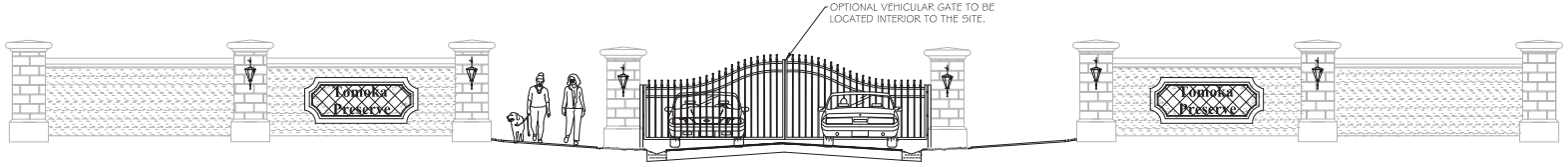
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067
DESIGNED BY: KR
DRAFTED BY: --
CHECKED BY: RH
DRAWING FILE: 07_21067 OOP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

KRISTOPHER T. ROWLEY, P.E., NO.34263
NOT VALID WITHOUT SEAL

SHEET: EX2 OF 4





A CONCEPTUAL ENTRANCE ELEVATION

N.T.S.

DETAIL-FILE

ZEV COHEN & ASSOCIATES, INC.
NO INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

TOMOKA PRESERVE PLANNED DEVELOPMENT SIGN PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21067

DESIGNED BY: KR

DRAFTED BY: --

CHECKED BY: RH

DRAWING FILE: 07_21067 OOP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

KRISTOPHER T. ROWLEY, P.E. NO.34063
NOT VALID WITHOUT SEAL

SHEET: CP1 OF 1

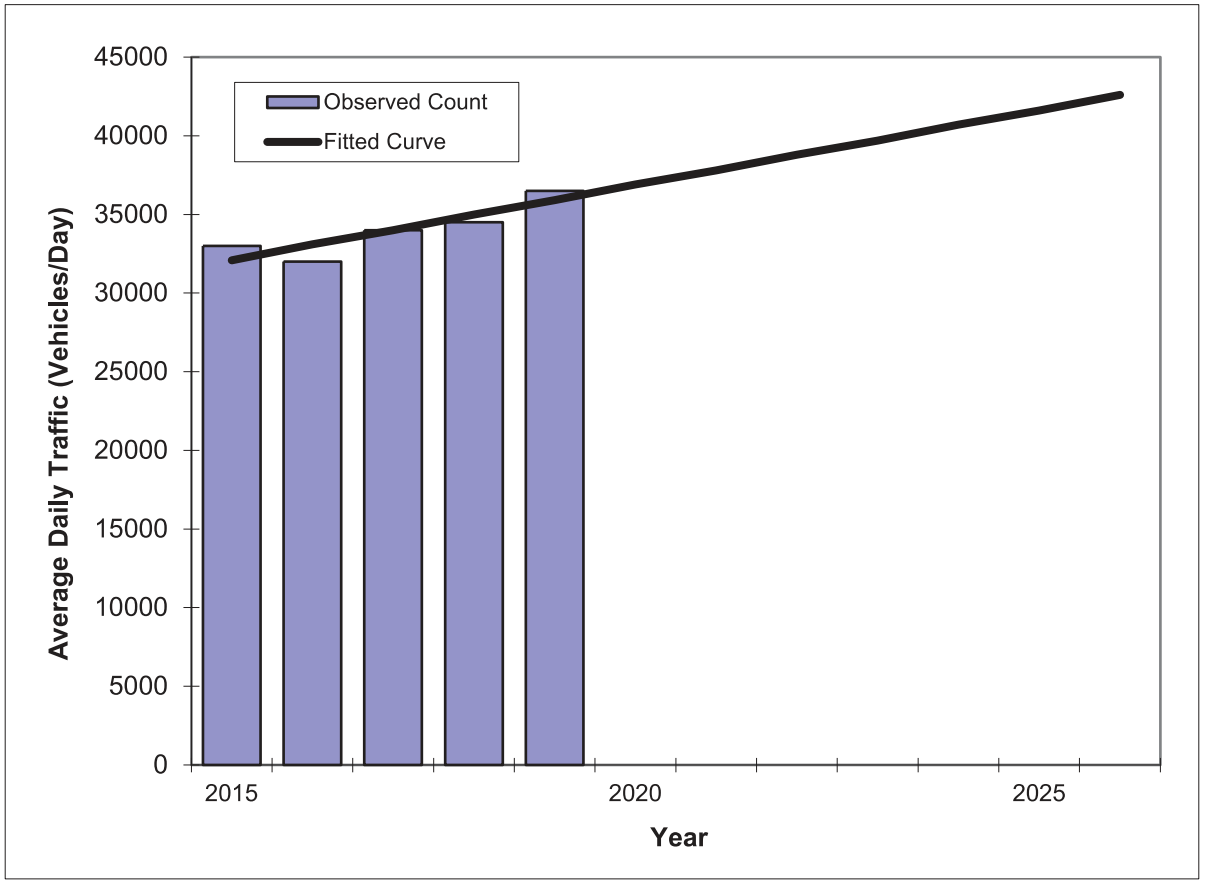
EXHIBIT B

FDOT Traffic Trends

TRAFFIC TRENDS

SR 40 -- Clyde Morris Boulevard to Nova Road

County:	Volusia
Station #:	489
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2015	33000	32100
2016	32000	33100
2017	34000	34000
2018	34500	35000
2019	36500	35900
2022 Opening Year Trend		
2022	N/A	38800
2024 Mid-Year Trend		
2024	N/A	40700
2026 Design Year Trend		
2026	N/A	42600
TRANPLAN Forecasts/Trends		

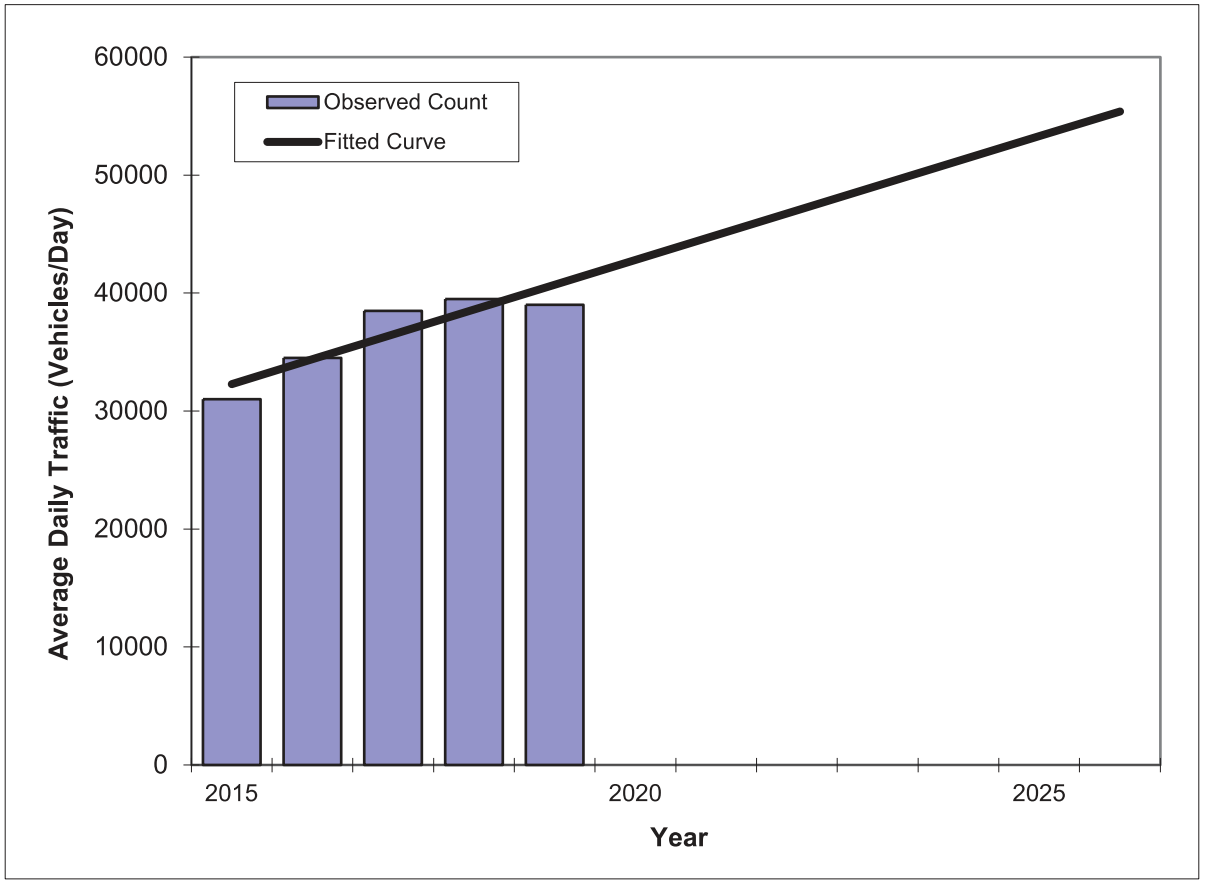
*Axle-Adjusted

** Annual Trend Increase:	950
Trend R-squared:	78.5%
Trend Annual Historic Growth Rate:	2.96%
Trend Growth Rate (2019 to Design Year):	2.67%
Printed:	30-Mar-22
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40 -- US 1 to Halifax Ave

County:	Volusia
Station #:	171
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2015	31000	32300
2016	34500	34400
2017	38500	36500
2018	39500	38600
2019	39000	40700
2022 Opening Year Trend		
2022	N/A	47000
2023 Mid-Year Trend		
2023	N/A	49100
2026 Design Year Trend		
2026	N/A	55400
TRANPLAN Forecasts/Trends		

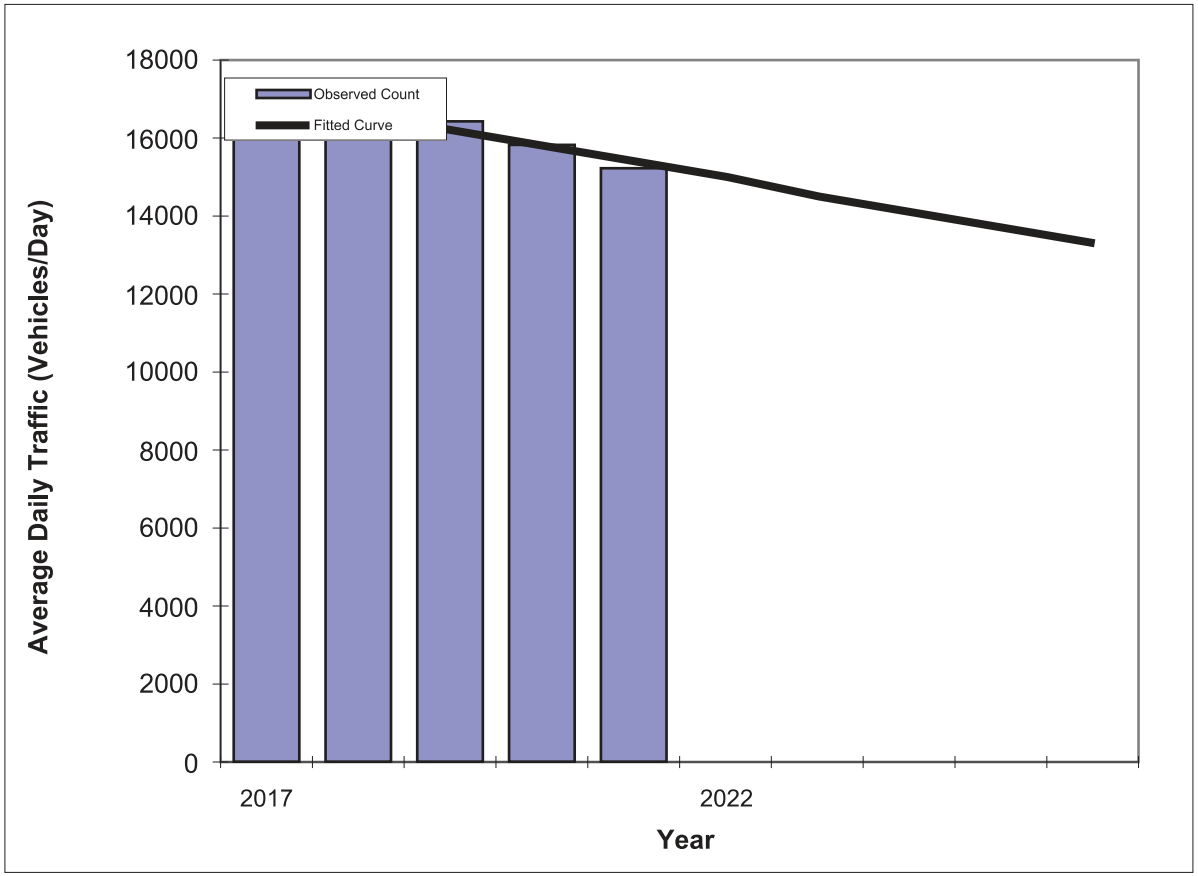
*Axle-Adjusted

** Annual Trend Increase:	2,100
Trend R-squared:	82.4%
Trend Annual Historic Growth Rate:	6.50%
Trend Growth Rate (2019 to Design Year):	5.16%
Printed:	5-May-22
Straight Line Growth Option	

TRAFFIC TRENDS

Hand Ave -- Clyde Morris Blvd to Shangri La Dr

County:	Volusia
Station #:	832
Highway:	Hand Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2017	16700	17100
2018	17000	16600
2019	16400	16200
2020	15800	15800
2021	15200	15400
2022 Opening Year Trend		
2022	N/A	15000
2024 Mid-Year Trend		
2024	N/A	14100
2026 Design Year Trend		
2026	N/A	13300
TRANPLAN Forecasts/Trends		

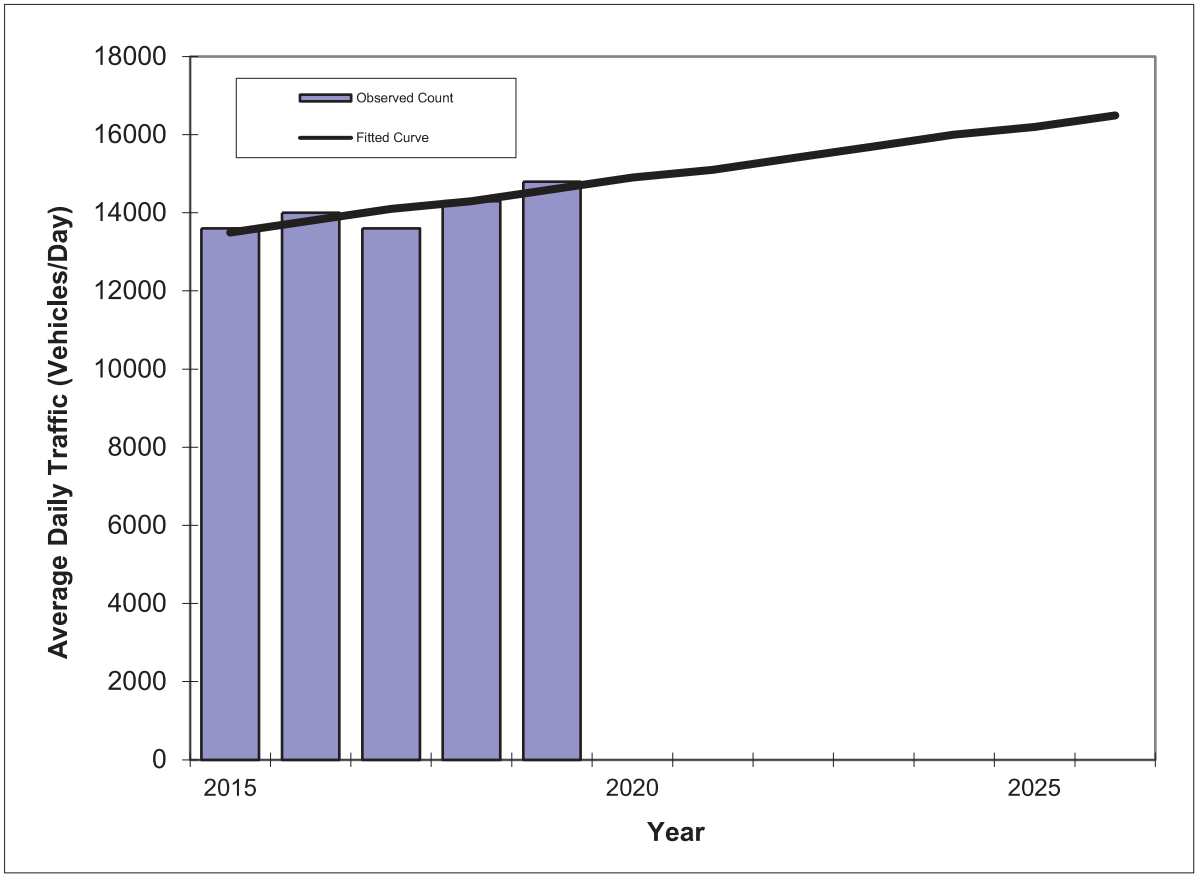
*Axle-Adjusted

** Annual Trend Increase:	-420
Trend R-squared:	84.5%
Trend Annual Historic Growth Rate:	-2.49%
Trend Growth Rate (2021 to Design Year):	-2.73%
Printed:	5-May-22
Straight Line Growth Option	

TRAFFIC TRENDS

Nova Rd -- Wilmette Ave to US 1

County:	Volusia
Station #:	459
Highway:	Nova Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2015	13600	13500
2016	14000	13800
2017	13600	14100
2018	14300	14300
2019	14800	14600
2022 Opening Year Trend		
2022	N/A	15400
2024 Mid-Year Trend		
2024	N/A	16000
2026 Design Year Trend		
2026	N/A	16500
TRANPLAN Forecasts/Trends		

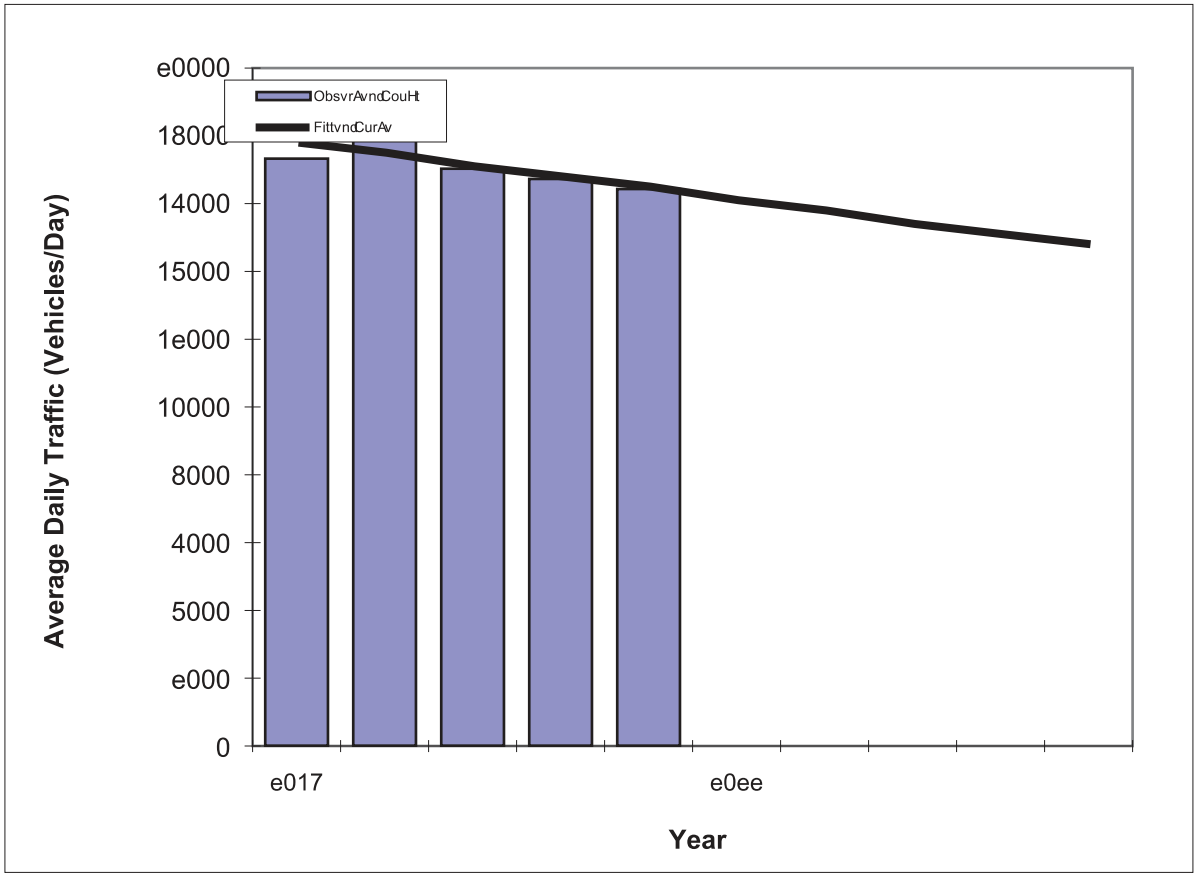
*Axle-Adjusted

**** Annual Trend Increase:**	270
Trend R-squared:	70.6%
Trend Annual Historic Growth Rate:	2.04%
Trend Growth Rate (2019 to Design Year):	1.86%
Printed:	17-Feb-22
Straight Line Growth Option	

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:	Volusia
Station #:	833
Highway:	2 aHnd Av



Year	Traffic (ADT/AADT) Count*	Trend**
e017	17300	17800
e018	18300	17600
e019	17000	17100
e0e0	14700	14800
e0e1	14500	14600
e0eedOpvHiHgdYvardTrvHn		
e0ee	N/	14100
e0e5dMin-YvardTrvHn		
e0e5	N/	16500
e0e4dDvsigHdYvardTrvHn		
e0e4	N/	15800
TR NPL NdForvcasts/TrvHns		

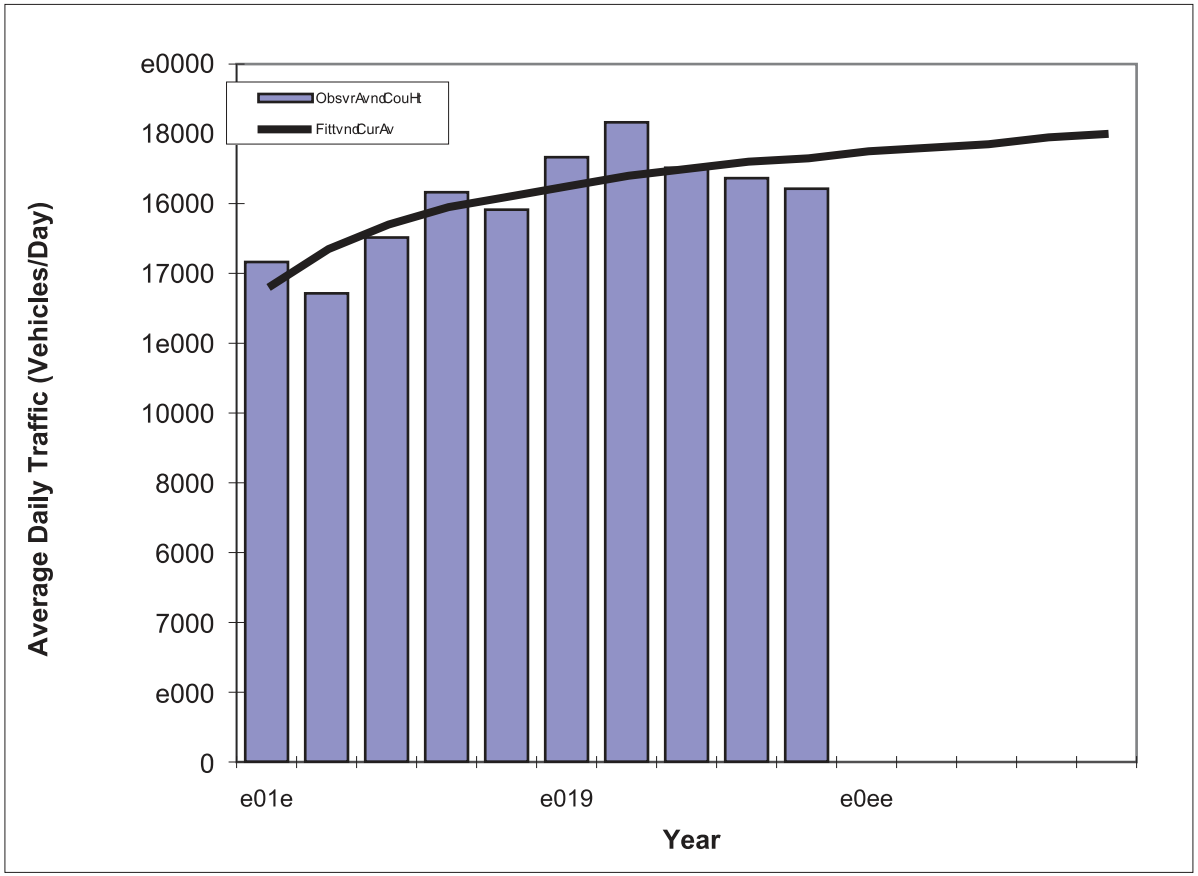
*Axle-Adjusted

** Annual Trend Increase:	-350
Trend R-squared:	65.e%
Trend Annual Historic Growth Rate:	-1.83%
Trend Growth Rate (2021 to Design Year):	-e.04%
Printed:	6-May-ee
Straight Line Growth Option	

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:	Volusia
Station #:	833
Highway:	2 aHnd Av



Year	Traffic (ADT/AADT) Count*	Trend**
e01e	17300	13600
e013	13700	17900
e017	14000	14700
e014	16300	14500
e016	14800	16e00
e019	19300	16400
e018	18300	16800
e015	19000	19000
e0e0	16900	19e00
e0e1	16700	19300
e0eedOpvHiHgdYvardTrvHn		
e0ee	N/	19400
e0e7dMin-YvardTrvHn		
e0e7	N/	19900
e0e6dDvsigHdrYvardTrvHn		
e0e6	N/	18000
TR NPL NdForvcasts/TrvHns		

*Axle-Adjusted

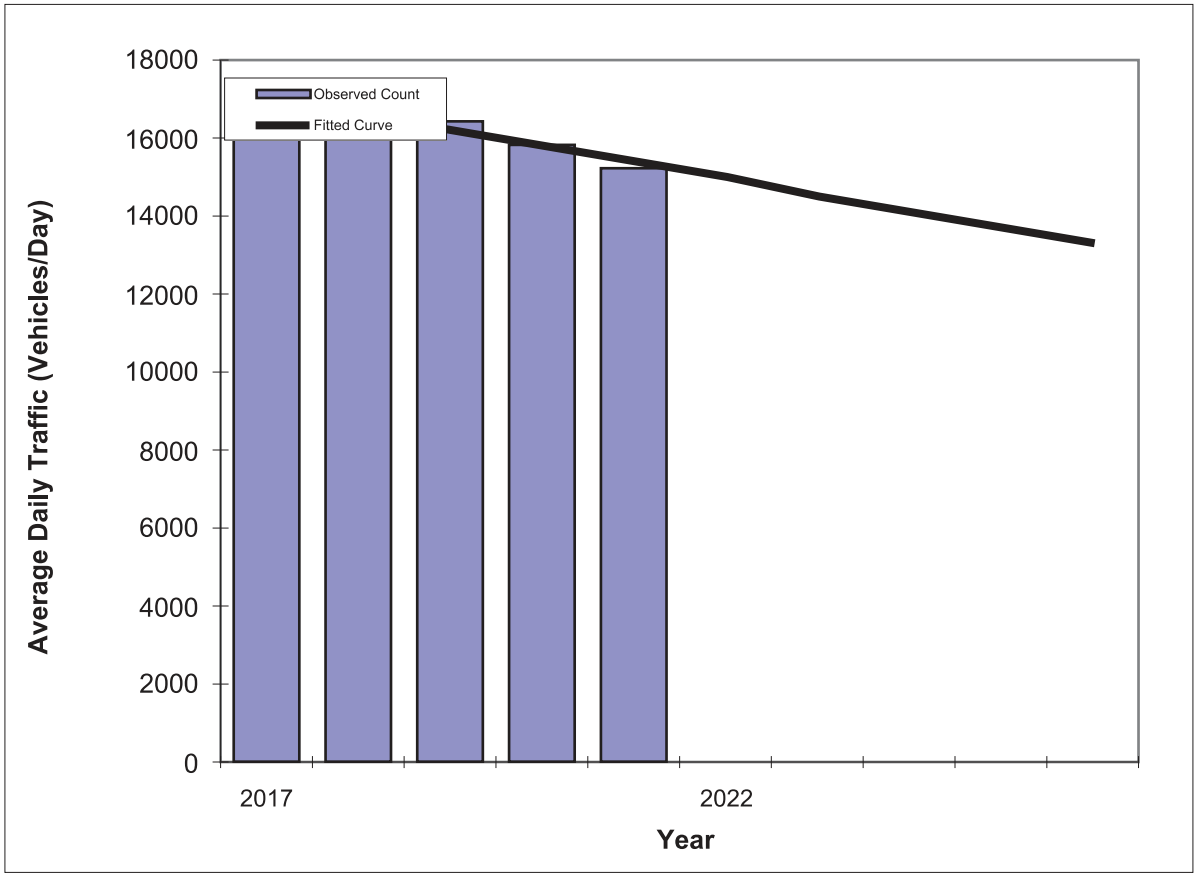
Trend R-squared:	67.6%
Compounded Annual Historic Growth Rate:	e.3e%
Compounded Growth Rate (2021 to Design Year):	0.37%
Printed:	4-May-ee

Decaying Exponential Growth Option

TRAFFIC TRENDS

Hand Ave -- Clyde Morris Blvd to Shangri La Dr

County:	Volusia
Station #:	832
Highway:	Hand Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2017	16700	17100
2018	17000	16600
2019	16400	16200
2020	15800	15800
2021	15200	15400
2022 Opening Year Trend		
2022	N/A	15000
2024 Mid-Year Trend		
2024	N/A	14100
2026 Design Year Trend		
2026	N/A	13300
TRANPLAN Forecasts/Trends		

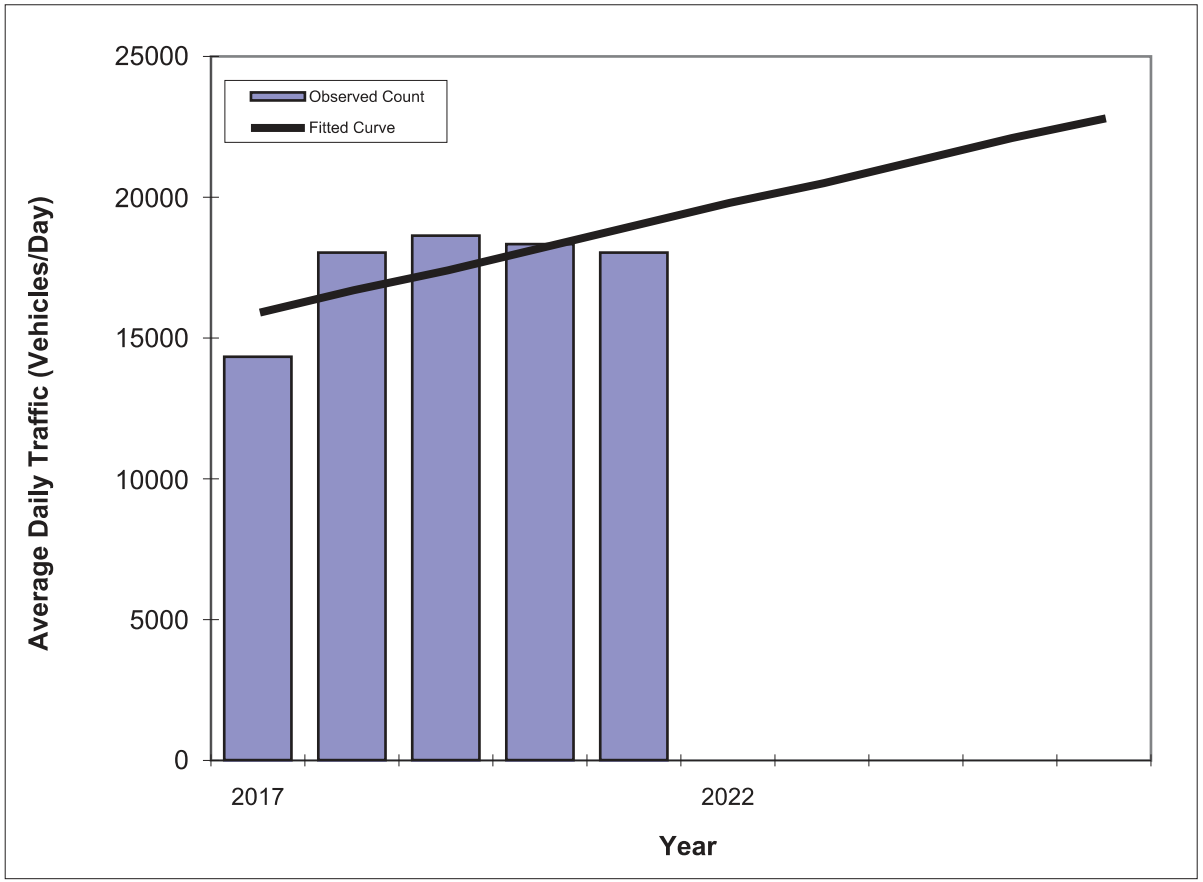
*Axle-Adjusted

** Annual Trend Increase:	-420
Trend R-squared:	84.5%
Trend Annual Historic Growth Rate:	-2.49%
Trend Growth Rate (2021 to Design Year):	-2.73%
Printed:	5-May-22
Straight Line Growth Option	

TRAFFIC TRENDS

Williamson Blvd -- LPGA Blvd to Hand Ave

County:	Volusia
Station #:	2001
Highway:	Williamson Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	14300	15900
2018	18000	16700
2019	18600	17400
2020	18300	18200
2021	18000	19000
2022 Opening Year Trend		
2022	N/A	19800
2024 Mid-Year Trend		
2024	N/A	21300
2026 Design Year Trend		
2026	N/A	22800
TRANPLAN Forecasts/Trends		

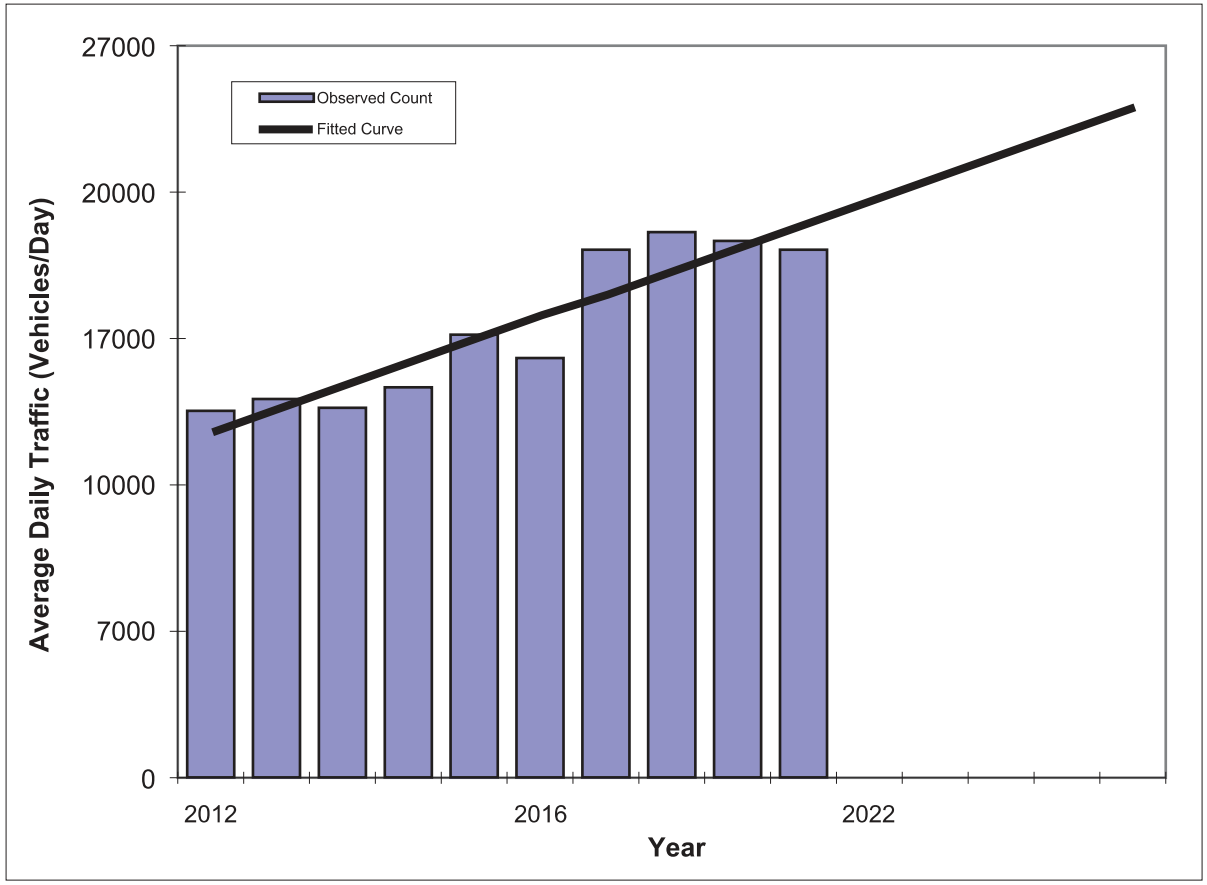
*Axle-Adjusted

** Annual Trend Increase:	770
Trend R-squared:	47.2%
Trend Annual Historic Growth Rate:	4.87%
Trend Growth Rate (2021 to Design Year):	4.00%
Printed:	5-May-22
Straight Line Growth Option	

TRAFFIC TRENDS

Williamson Blvd -- LPGA Blvd to Hand Ave

County:	Volusia
Station #:	2001
Highway:	Williamson Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2012	12700	11400
2013	12500	12900
2018	12900	13800
2017	13300	18200
2019	17100	17000
2016	18300	17400
2014	14000	19700
2015	14900	16300
2020	14300	14100
2021	14000	14500
2022 Opening Year Trend		
2022	N/A	15600
2028 Mid-Year Trend		
2028	N/A	21300
2029 Design Year Trend		
2029	N/A	22500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	652
Trend R-squared:	47.9%
Trend Annual Historic Growth Rate:	9.95%
Trend Growth Rate (2021 to Design Year):	8.23%
Printed:	7-May-22
Straight Line Growth Option	

Exhibit C

Methodology Correspondence

From: Rob Bridger
To: Spraker, Steven
Subject: Re: Former Tomoka Oaks Golf Course Redevelopment, distribution list (03.02.2022)
Date: Thursday, March 3, 2022 3:31:52 PM

[External Email-Use Caution] - OB/IT Helpdesk

Thank you for considering my input. - Rob

On Thu, Mar 3, 2022 at 1:42 PM Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:

> Good afternoon,
>
> Thank you for your e-mail. Staff will provide your e-mail to the city reviewers and the applicant's consultant as part of the methodology review.
>
> Steven
>
> Steven Spraker, AICP
>
> Planning Director
>
> Planning Department
>
> 22 South Beach Street, Room 104
>
> Ormond Beach, FL 32174
>
> Direct Line: 386.676.3341
>
> Department: 386.676.3238
>
> Cell: 386.366.1590
>
> Fax: 386.676.3361
>
> E-mail: Steven.Spraker@ormondbeach.org
>
> ---
>
> **From:** Rob Bridger <rob.bridger48@gmail.com>
> **Sent:** Thursday, March 3, 2022 12:42 PM
> **To:** Spraker, Steven <Steven.Spraker@ormondbeach.org>; Julie Sipes <julesm0524@gmail.com>
> **Cc:** Tom Fitzgibbon <gototom@gmail.com>; kristine cunningham <krissysjake@gmail.com>; Ashley DuFrene <adufrene7@gmail.com>; Craig Shankland <cmshankland@mindspring.com>; Missy Herrero <mmh28@aol.com>; John Anthony <johntanthony@hotmail.com>; Kathleen Grabow <kathy.grabow67@gmail.com>; dan gowen <pathfinder32110@yahoo.fr>; Dann Dragon <danndragon@yahoo.com>; Brandie Hayes <Bhayes@sutherlandmanagement.com>

Subject: Re: Former Tomoka Oaks Golf Course Redevelopment, distribution list (03.02.2022)

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker, hello.

Thank you for your 3/2/22 email sharing a link to the 3/1/22 Traffic Impact Analysis (TIA) Methodology Letter the City has received for the Former Tomoka Oaks Golf Course Redevelopment project.

I have reviewed the correspondence from LTG Engineering & Planning and have the following comments and issues regarding the proposed methodology.

1) The "Study Area" section includes language which says, in part, the study: "must include all roadway segments to which the site has direct connections, which are impacted by the the proposed project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity" ...

During the City's 2018 OB Life session regarding Transportation the City's graphic displayed Main Trail as a "Connector" roadway.

There is nothing in the proposed methodology for the project that addresses its resulting effect of increasing spillover traffic from current Tomoka Oaks residents onto Rio Pinar Trail, Iroquois Trail and Main Trail.

2) The sub-section regarding "Intersections" indicates that Tomoka Oaks Blvd at Nova Rd is "signalized". That currently is incorrect.

3) In "Exhibit B" the Traffic Trend analysis for all roadway segments in the current scope is projected from 2019 Observed Count data. The 2019 data would not seem representative of current roadway usage due to the residential and commercial development the City has experience.

Thank you for your attention to the issues I have at first reading.

Rob Bridger

On Wed, Mar 2, 2022, 10:33 PM Julie and Ken Sipes <cando2ormond@gmail.com> wrote:

> You probably saw this. Forwarding anyway.
>
> ---------- Forwarded message ----------
> From: **Spraker, Steven** <Steven.Spraker@ormondbeach.org>
> Date: Wednesday, March 2, 2022
> Subject: RE: Former Tomoka Oaks Golf Course Redevelopment, distribution list (03.02.2022)
> To: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
> Cc: Community Development <ComDev@ormondbeach.org>

Good morning,

City staff are in receipt of the Traffic Impact Analysis (TIA) Methodology Letter for this project and have uploaded the document to the city's website: https://www.ormondbeach.org/1013/Former-Tomoka-Oaks-Golf-Course-Property. The Traffic Impact Analysis (TIA) Methodology Letter is a required step to conduct a Traffic Impact Analysis which is required for this project. The project **has not submitted** a site plan to the Site Plan Review Committee or Planned Development amendment application to date. As information is submitted in the future it will be uploaded the city website.

Thank you

Steven

Steven Spraker, AICP

Planning Director

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Steven.Spraker@ormondbeach.org <Steven.Spraker@ormondbeach.org>
Sent: Wednesday, January 5, 2022 11:29 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: ComDev@ormondbeach.org
Subject: RE: Former Tomoka Oaks Golf Course Redevelopment, distribution list (01.05.2022)

Good morning,

As a follow-up to this morning's Site Plan Review Committee (SPRC) meeting there were request to provide the two drawings that were discussed during the

From: BARBARA DOLINER
To: Spraker, Steven
Cc: Community Development
Subject: Re: Former Tomoka Oaks Golf Course Redevelopment, distribution list (03.02.2022)
Date: Wednesday, March 2, 2022 2:39:48 PM

[External Email-Use Caution] - OB/IT Helpdesk

Thank you Steven

Sent from my iPhone

> On Mar 2, 2022, at 1:14 PM, Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:
>
> Ms. Doliner,
>
> Thank you for the e-mail. This document is not the traffic study but the methodology to perform the traffic study. I will provide your e-mail to the city reviewers and the applicant's consultant to ensure that the traffic study addresses the areas that you have identified.
>
> Steven
>
> ---
>
> **From:** BARBARA DOLINER <renilod@yahoo.com>
> **Sent:** Wednesday, March 2, 2022 12:45 PM
> **To:** Spraker, Steven <Steven.Spraker@ormondbeach.org>
> **Cc:** Community Development <ComDev@ormondbeach.org>
> **Subject:** Re: Former Tomoka Oaks Golf Course Redevelopment, distribution list (03.02.2022)
>
> [External Email-Use Caution] - OB/IT Helpdesk
> Steve,
>
> Thank you for sending this study out for review.
>
> Please clarify:
>
> The IMPACT
> on :
> MAIN TRAIL TO NOVA
> MAIN TRAIL TO GRANADA
> RIO PINAR TO MAIN TR/ GRANADA
> RIO PINAR TO NOVA

IROQUOIS TO MAIN TR / GRANADA
IROQUOIS TO NOVA

What will the impact of ADDITIONAL
(apx?) 650 Automobiles
be on the
MAIN TRAIL BRIDGE?
The SEVERE CURVE ON
MAIN TRAIL?

Thank you
Barbara H Doliner

Sent from my iPhone

On Mar 2, 2022, at 11:41 AM, Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:

Good morning,

City staff are in receipt of the Traffic Impact Analysis (TIA) Methodology Letter for this project and have uploaded the document to the city's website: https://www.ormondbeach.org/1013/Former-Tomoka-Oaks-Golf-Course-Property. The Traffic Impact Analysis (TIA) Methodology Letter is a required step to conduct a Traffic Impact Analysis which is required for this project. The project **has not submitted** a site plan to the Site Plan Review Committee or Planned Development amendment application to date. As information is submitted in the future it will be uploaded the city website.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361

TMH CONSULTING, INC.
Community Planning Services

TMHConsulting@cfl.rr.com
97 N. Saint Andrews Dr.
Ormond Beach, FL 32174
PH: 386.316.8426

MEMORANDUM

TO: Tomoka Oaks Golf Course Committee
CC: J. Buckholz, Traffic consultant
FROM: Thomas Harowski, AICP
SUBJECT: Golf Course Redevelopment Traffic Study
DATE: March 2, 2022

Let me begin by stating I am not a traffic engineer nor a traffic planning specialist, but I have reviewed a lot of traffic studies over the years. I read the submittal for the Tomoka Oaks project, and I have a few comments and questions. I am copying our traffic consultant so he can consider my comments in his review to the extent that they are warranted.

- Is the build-out time reasonable? They are projecting a 2026 build-out. If we assume the zoning decisions are complete by the end of calendar 2022, they will then need some time to complete the subdivision design and construct the subdivision improvements. If we assume they can complete this process by the end of 2023, that leaves 36 months to build out 300 units which calls for them to complete about 8 houses per month for three years? If we think this is reasonable then we can run with their number. If it takes longer then there is more background traffic to consider.

- Are the assumptions made for trip projections (Table 1) correct? This is really Mr. Buckholz's purview.

- The list of roadway segments selected for analysis does not include Nova Road from Wilmette to SR 40. This seems odd as their trip distribution shows 51% of the project traffic using this segment.

- The intersection analysis assumes a signal at Tomoka Oaks Boulevard and Nova Road where there is no signal currently. It seems to me the analysis should treat the intersection as unsignalized as it currently exists and recommend a signal if the development requires it. It looks to me that they are basing this intersection review on the previous finding that a signal is warranted, and they want to get out of paying for any of it.

- I did not see any mention of taking traffic counts on North and South Saint Andrews. How are they going to assess the intersection impacts at Tomoka Oaks Boulevard if there is no information on existing traffic volumes? There are no base traffic counts within the neighborhood as we have for the state and county road network.

- For build-out traffic, does Ormond Beach have any vested trips that are not included in the County vested trip totals? If so, should these be included as well?

- The trip distribution model assigns 100% of the South Saint Andrews trips to Iroquois and none to Rio Pinar. Does this make a difference since both roads connect to Main Trail than then finally to West Granada?

- The trip distribution tree does not add up in all areas. The 97% of trips going to Nova Road splits 39% left and 55% right. What happened to the other 3%? Then at US 1 and Nova Road we have 20% left and 20% right but only 39% of the trips arriving. Seems like they need to clean this up.

- For Mr. Buckholz's benefit at Nova and Wilmette we have a major city park (NW corner) and our local shopping center (SW corner) as traffic attractors.

- The table on the significance test includes a segment of Airport Road from Dunn Avenue to US92/ISB. This is nowhere near the project. They might mean Sunshine Boulevard to US1. Another piece of sloppy work.

- On Table 3 why do we use the greater of the vested trips versus the growth trips instead of using both? It seems unlikely to me that vested trips include all the trips expected from background growth. Why not use both or some combination of the two? (Another Buckholz question.)

- Should we be asking them to look at traffic accidents as a safety concern? I am not aware of many accidents within the neighborhood, but there have been some at the Nova Road intersection. I presume this data is available form Ormond PD.

I have maintained from the outset of our review that the critical traffic issues, assuming the project gets built, are the provision of a traffic signal at Tomoka Oaks Boulevard and Nova Road and the construction of operational improvements to Tomoka Oaks Boulevard. This latter item is a local operational concern and not really a system wide impact. They are looking at the intersections of Tomoka Oaks Boulevard with North and South Saint Andrews, but I am concerned that the wording in the study is not strong enough to demand answers to the operational concerns on Tomoka Oaks Boulevard. I assume the intersection they intend to study referenced as east and west diamond are the ends of the current island. I don't see how we maintain that island as currently configured and get any kind of reasonable and safe traffic flow. I think this whole discussion needs to be stronger. The whole segment works now with the existing traffic (including the intersection at Nova Road) so it seems to me that 100% of any operational improvements needs to be paid by the project.

APPENDIX C

Turning Movement Count Data

& FDOT's Seasonal Factor

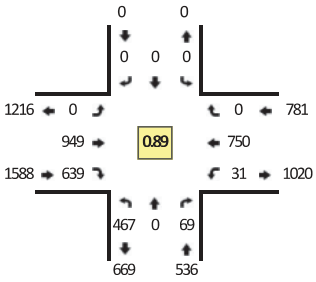
Type of peak hour being reported: Intersection Peak

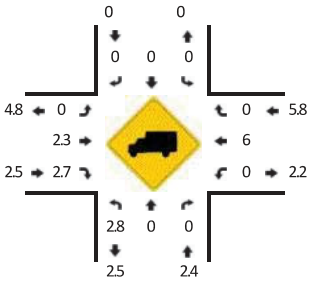
Method for determining peak hour: Total Entering Volume

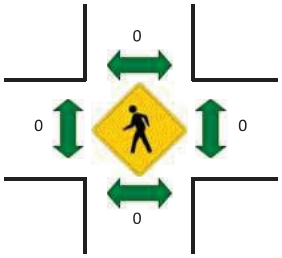
LOCATION: Nova Rd -- US-1
CITY/STATE: Ormond Beach, FL

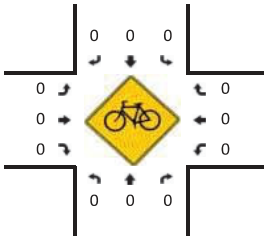
QC JOB #: 16106405
DATE: Thu, Mar 2 2023

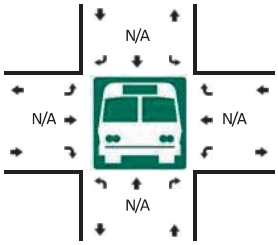
Peak-Hour: 7:30 AM -- 8:30 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

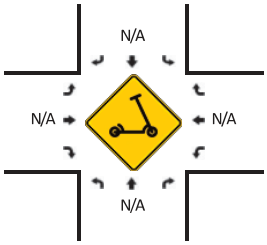












R* = RTOR

15-Min Count Period Beginning At	Nova Rd (Northbound)					Nova Rd (Southbound)					US-1 (Eastbound)					US-1 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	87	0	4	0	5	0	0	0	0	0	0	153	114	0	0	3	130	0	0	0	496	
7:15 AM	125	0	2	1	5	0	0	0	0	0	0	219	119	0	0	2	184	0	1	0	658	
7:30 AM	124	0	8	0	10	0	0	0	0	0	0	232	164	0	0	3	192	0	1	0	734	
7:45 AM	129	0	3	0	9	0	0	0	0	0	0	294	153	0	0	6	225	0	0	0	819	2707
8:00 AM	95	0	11	0	10	0	0	0	0	0	0	231	158	0	0	11	153	0	0	0	669	2880
8:15 AM	118	0	8	1	10	0	0	0	0	0	0	192	164	0	0	9	180	0	1	0	683	2905
8:30 AM	100	0	6	0	13	0	0	0	0	0	0	205	162	0	0	9	171	0	0	0	666	2837
8:45 AM	96	0	10	0	13	0	0	0	0	0	0	230	163	0	0	24	177	0	0	0	713	2731

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	516	0	48	0	36	0	0	0	0	0	0	1176	612	0	0	24	900	0	0	0	3312
Heavy Trucks	12	0	0			0	0	0			0	28	8			0	36	0			84
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 3/10/2023 10:59 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

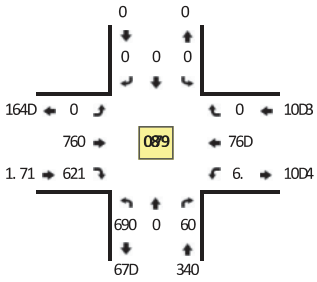
Type of peak hour being reported: Intersection Peak

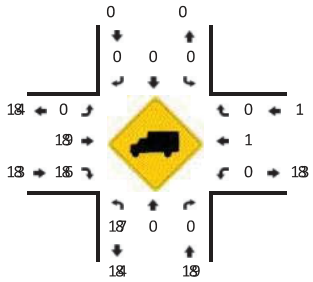
Method for determining peak hour: Total Entering Volume

LOCATION: Nova Rd -- US-1
CIT5YSTATE: Ormond Beach/, L

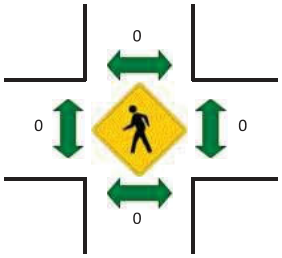
QC JOB #: 16106406
F ATE: Thu/Mar D D0D2

Peak-Hour: 4:4. PM -- . :4. PM
Peak 1. -Min: 4:4. PM -- . :00 PM

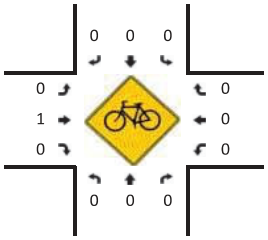


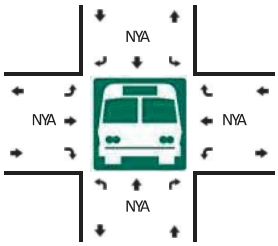


Quality Counts
DATA THAT DRIVES COMMUNITIES

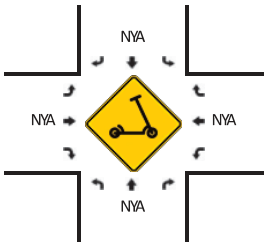












R* = RTOR

1. -Min Count Period Beginning At	Nova Rd (Northbound)					Nova Rd (Southbound)					US-1 (Eastbound)					US-1 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	170	0	4	0	.	0	0	0	0	0	0	D42	1D3	0	0	1D	D. 7	0	1	0	941	
4:1. PM	1. 3	0	3	0	9	0	0	0	0	0	0	DD0	160	0	0	16	DD.	0	1	0	374	
4:20 PM	197	0	10	0	.	0	0	0	0	0	0	177	164	0	0	D2	D23	0	1	0	9D9	
4:4. PM	162	0	9	0	3	0	0	0	0	0	0	D. 0	1. 6	0	0	13	D. 9	0	D	0	961	22D4
. :00 PM	19D	0	10	0	10	0	0	0	0	0	0	D14	1. D	0	0	19	DD3	0	1	0	914	2D73
. :1. PM	169	0	7	0	4	0	0	0	0	0	0	D67	147	0	0	12	D24	0	0	0	946	2247
. :20 PM	163	0	9	0	4	0	0	0	0	0	0	DD3	134	0	0	12	D42	0	1	0	923	22. 9
. :4. PM	1. 4	0	3	0	4	0	0	0	0	0	0	D09	147	0	0	1.	172	0	0	0	320	2DD3

Peak 1. -Min , lowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	6. D	0	60	0	D9	0	0	0	0	0	0	1000	6D4	0	0	69	102D	0	9	0	243D
Heavy Trucks	44	0	0			0	0	0			0	D4	9			0	9	0			94
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2Y10YD0D2 10:. 7 AM

SOURCE: Quality Counts/LLC (http:YYwww8qualitycounts8net) 1-933-. 90-DD1D

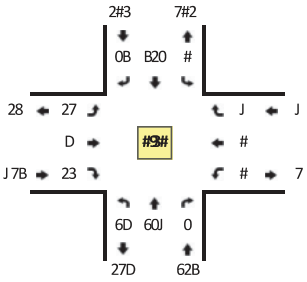
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

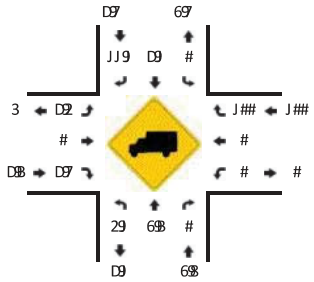
LOCATION: Nova Rd -- Tomoka Oaks Ulvd
CIT45YTATE: Ormond Ueach/, L

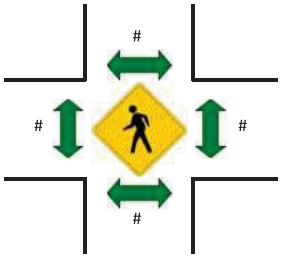
S C 1OU Q: J BJ #B6J 0
F ATE: Thu/Mar D D#D0

Peak-. our: 8:## AM -- 3:## AM
Peak J 7-Min: 8:67 AM -- 3:## AM

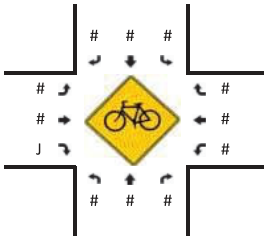


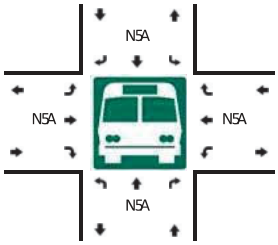




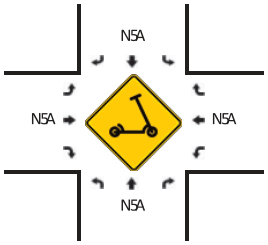












RH* RTOR

J 7-Min Count Period Ueginning At	Nova Rd =Northbound(					Nova Rd =Youthbound(					Tomoka Oaks Ulvd =Eastbound(					Tomoka Oaks Ulvd =) estbound(					Total	. ourly Totals
	Left	Thru	Right	W	RH	Left	Thru	Right	W	RH	Left	Thru	Right	W	RH	Left	Thru	Right	W	RH		
2:## AM	7	8D	#	#	#	#	J #8	6	#	#	J D	#	J 6	#	#	#	#	#	#	#	DD7	
2:J 7 AM	J #	J D8	6	#	#	#	J J 3	6	#	#	J 0	#	J 8	#	#	#	#	#	#	#	D3B	
2:0# AM	B	J J 6	0	#	#	J	J BB	0	#	#	DD	#	0#	#	#	#	#	#	#	#	067	
2:67 AM	J J	J J B	6	#	#	#	J 76	J	#	#	J 8	#	J 2	#	#	#	#	#	#	#	0DJ	J J 82
8:## AM	3	33	#	#	#	#	J 77	J 0	#	#	D7	#	D0	#	#	#	#	#	#	#	0D6	J D8B
8:J 7 AM	B	J D#	#	#	#	#	J B3	2	#	#	J 8	#	J B	#	#	#	#	#	#	#	00B	J 0DB
8:0# AM	J 0	37	#	#	#	#	J 77	J #	#	#	J 8	D	J 7	#	#	#	#	J	#	#	0#3	J D3#
8:67 AM	J 6	J J 2	0	#	#	#	J 36	B	#	#	J 6	#	D7	#	#	#	#	#	#	#	020	J 06D

Peak J 7-Min , lowrates	Northbound					Youthbound					Eastbound					) estbound					Total
	Left	Thru	Right	W	RH	Left	Thru	Right	W	RH	Left	Thru	Right	W	RH	Left	Thru	Right	W	RH	
All Vehicles	7B	6B8	J D	#	#	#	22B	D6	#	#	7B	#	J ##	#	#	#	#	#	#	#	J 63D
. eavy Trucks	8	0B	#			#	D6	6			6	#	8			#	#	#			86
Uuses																					
Pedestrians		#					#					#					#				#
Uicycles Ycooters	#	#	#			#	#	#			#	#	6			#	#	#			6

Comments:

Report generated on 05J #5D#D0 J #:73 AM

YOWRCE: S uality Counts/LLC =http:55www9qualitycounts9net(J -822-78#-DDJ D

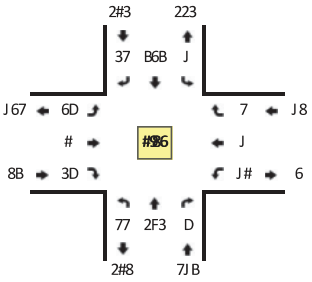
Type of peak hour being reported: Intersection Peak

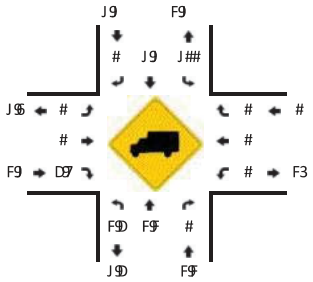
Method for determining peak hour: Total Entering Volume

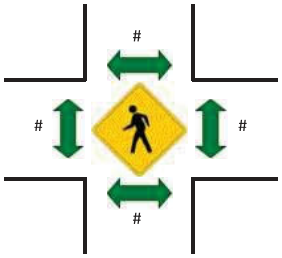
LOCATION: Nova Rd -- Tomoka Oaks Ulvd
CITY/STATE: Ormond Beach/FL

DATE: Thursday, March 26, 2015

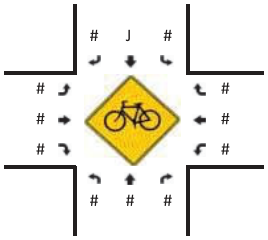
Peak Hour: 6:30 PM -- 7:30 PM
Peak 15-Min: 6:45 PM -- 7:00 PM

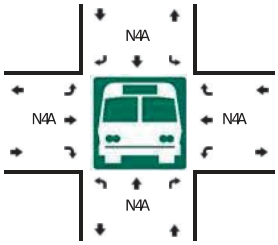




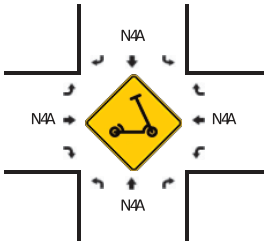












RH = RTOR

15-Min Count Period Beginning At	Nova Rd - Northbound					Nova Rd - Southbound					Tomoka Oaks Blvd - Eastbound					Tomoka Oaks Blvd - Westbound					Total	Hourly Totals
	Left	Thru	Right	U	RH	Left	Thru	Right	U	RH	Left	Thru	Right	U	RH	Left	Thru	Right	U	RH		
6:00 PM	18	128	10	0	0	4	106	12	0	0	14	0	6	0	0	4	0	4	0	0	286	
6:15 PM	20	134	12	0	0	6	112	14	0	0	16	0	8	0	0	6	0	6	0	0	314	
6:30 PM	22	140	14	0	0	8	118	16	0	0	18	0	10	0	0	8	0	8	0	0	362	
6:45 PM	24	146	16	0	0	10	124	18	0	0	20	0	12	0	0	10	0	10	0	0	380	1342
7:00 PM	26	152	18	0	0	12	130	20	0	0	22	0	14	0	0	12	0	12	0	0	398	1440
7:15 PM	28	158	20	0	0	14	136	22	0	0	24	0	16	0	0	14	0	14	0	0	436	1516
7:30 PM	30	164	22	0	0	16	142	24	0	0	26	0	18	0	0	16	0	16	0	0	474	1608
7:45 PM	32	170	24	0	0	18	148	26	0	0	28	0	20	0	0	18	0	18	0	0	512	1722

Peak Hour Volumes	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	RH	Left	Thru	Right	U	RH	Left	Thru	Right	U	RH	Left	Thru	Right	U	RH	
All Vehicles	104	592	72	0	0	48	478	92	0	0	84	0	56	0	0	48	0	48	0	0	1622
Heavy Trucks	4	12	2			2	10	4			2		2			2		2			42
Buses																					
Pedestrians		8					6					4					2				20
Bicycles	2	6	2			2	4	2			2		2			2		2			26
Scooters																					

Comments:

Report generated on 04/02/15 10:38 AM

SOURCE: Quality Counts, LLC - http://www.qualitycounts.net (904-737-3977)

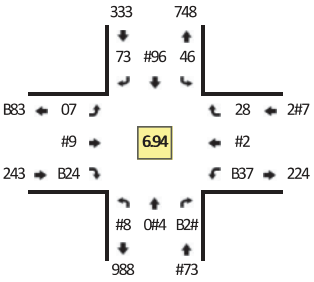
Type of peak hour being reported: Intersection Peak

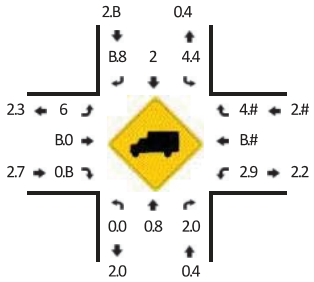
Method for determining peak hour: Total Entering Volume

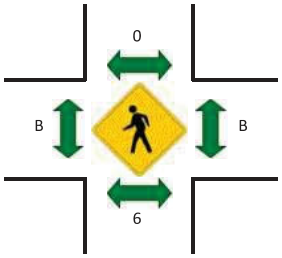
LOCATION: Nova Rd -- U ilmette Ave
CIT5Y/TATE: Ormond Qeach, FL

S C 1OQJ : B#B6#064
DATE: Thu, Mar 2 2624

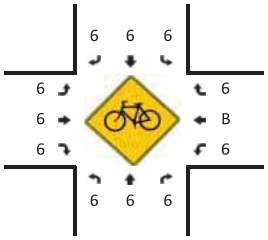
Peak-Hour: 8:66 AM -- 9:66 AM
Peak B7-Min: 8:07 AM -- 9:66 AM

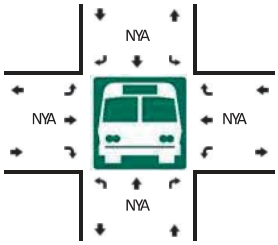




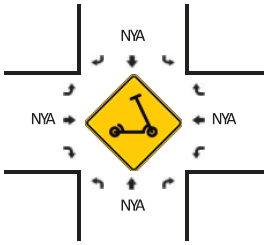












R* = RTOR

B7-Min Count Period Qeginning At	Nova Rd (Northbound)					Nova Rd (/outhbound)					U ilmette Ave (Eastbound)					U ilmette Ave (U estbound)					Total	Hourly Totals
	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*		
3:66 AM	0	88	9	6	0	B	B4B	7	6	6	0	B7	B	6	22	49	#	B	6	B	44B	
3:B7 AM	8	B47	#	6	9	2	B08	3	6	6	3	0	3	6	22	76	4	4	6	4	0B0	
3:46 AM	BB	BB4	9	6	3	0	2B2	3	6	6	8	B6	B3	6	B3	3#	#	0	6	2	764	
3:07 AM	8	B40	BB	6	B9	B6	B77	BB	6	6	B2	BB	8	6	B9	70	8	2	6	4	0#7	B3B4
8:66 AM	BB	B6B	B3	6	B0	7	B#4	B6	6	6	#	22	B9	6	B4	02	9	2	6	4	043	B8B9
8:B7 AM	27	BB9	B4	6	B6	3	B#6	B9	2	6	B#	8	9	6	24	04	BB	2	6	B	0#8	B834
8:46 AM	26	B22	B0	6	B#	BB	B#8	B0	6	6	BB	26	B0	6	2B	09	B9	8	6	B	768	B838
8:07 AM	B2	B2B	24	6	B9	7	B99	B0	6	6	B2	B9	B4	6	BB	0B	24	9	6	2	724	B94#

Peak B7-Min Flowrates	Northbound					/outhbound					Eastbound					U estbound					Total
	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	
All Vehicles	08	080	B#8	6	3#	26	39#	7#	6	6	08	3#	9#	6	00	B#0	92	00	6	8	2226
Heavy Trucks	6	4#	6			6	28	6			6	6	0			8	6	0			86
Quses																					
Pedestrians		6					6					6					6				6
Qicycles /cooters	6	6	6			6	6	6			6	6	6			6	6	6			6

Comments:

Report generated on 4YB6Y2624 B6:79 AM

/OWRCE: S uality Counts, LLC (http:YYwww.qualitycounts.net) B-833-786-22B2

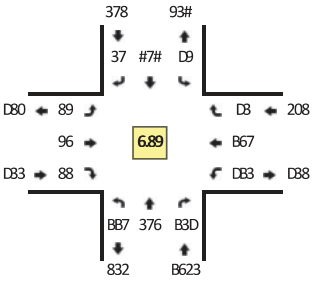
Type of peak hour being reported: Intersection Peak

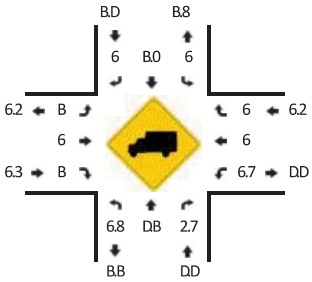
Method for determining peak hour: Total Entering Volume

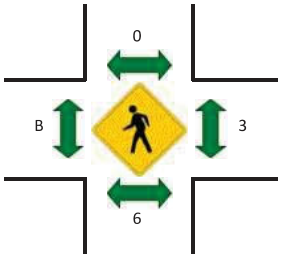
LOCATION: Nova Rd -- U ilmette Ave
CIT45YTATE: Ormond Qeach/, L

S C 1OQJ : B#B6#060
F ATE: Thu/Mar D D6D2

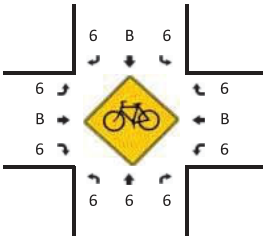
Peak-Hour: 0:B7 PM -- 7:B7 PM
Peak B7-Min: 0:26 PM -- 0:07 PM

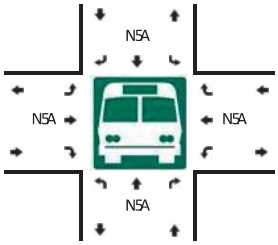




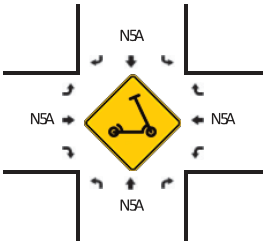












R* = RTOR

B7-Min Count Period Qeginning At	Nova Rd (Northbound)					Nova Rd (Youthbound)					U ilmette Ave (Eastbound)					U ilmette Ave (U estbound)					Total	Hourly Totals
	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*		
0:66 PM	D2	B38	D2	6	D9	BB	B02	D0	6	6	D3	B8	7	6	B9	02	D#	8	6	0	79D	
0:B7 PM	2D	B96	DB	6	DD	7	B72	B7	6	6	D#	B#	9	6	B3	#0	22	2	6	6	787	
0:26 PM	D9	B3D	D2	6	B3	3	B3#	D8	B	6	B8	D9	B6	6	D6	7#	D0	3	6	0	#DB	
0:07 PM	D2	B90	D2	B	B8	9	B3B	B8	6	6	D7	B3	3	6	B#	09	D7	#	6	6	78D	D286
7:66 PM	2B	DB0	26	6	B3	3	B7#	BD	6	6	D9	B8	9	6	B2	08	D2	2	6	0	#B0	D0DD
7:B7 PM	D2	B0D	DB	6	2D	0	B7B	B3	6	6	D9	D2	B#	6	8	00	D8	#	6	B	70#	D232
7:26 PM	D9	B#6	DB	6	D2	8	B#2	DD	6	6	D7	DB	B7	6	B9	D8	D2	BD	6	2	73D	D2D0
7:07 PM	27	B#7	26	6	B#	2	B2B	D#	6	6	D0	B3	9	6	B0	D8	B9	7	6	7	7D#	DD79

Peak B7-Min , lowrates	Northbound					Youthbound					Eastbound					U estbound					Total
	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	Left	Thru	Right	W	R*	
All Vehicles	BBD	#99	B#6	6	#9	D9	360	BB#	0	6	3#	BBD	BD6	6	96	DD0	8#	00	6	B#	D#09
Heavy Trucks	6	B#	9			6	BD	6			6	6	6			6	6	6			2#
Quses																					
Pedestrians		6					6					6					6				6
Qicycles	6	6	6			6	6	6			6	6	6			6	6	6			6
Ycooters																					

Comments:

Report generated on 25B65D6D2 B6:78 AM

YOWRCE: S uality Counts/LLC (http:55www.qualitycounts.net) B-933-796-DDBD

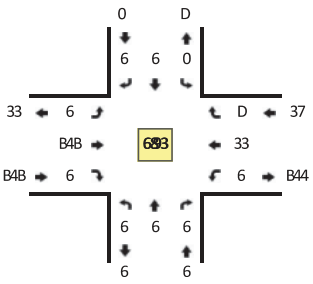
Type of peak hour being reported: Intersection Peak

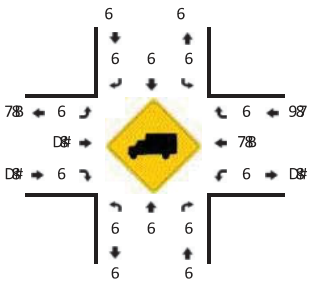
Method for determining peak hour: Total Entering Volume

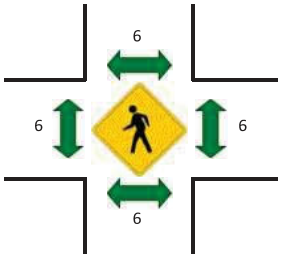
LOCATION: Escondido Multifamily v R y -- Tomoka Oaks UlSd
CIT5Y/TATE: Ormond Ueach, FL

1 C QUJ : B#B6#0B4
v ATE: Thu, Mar D D6D2

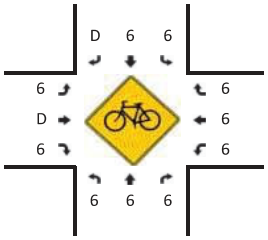
Peak-. our: 9:66 AM -- 7:66 AM
Peak B4-Min: 9:66 AM -- 9:B4 AM

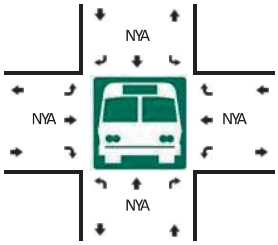




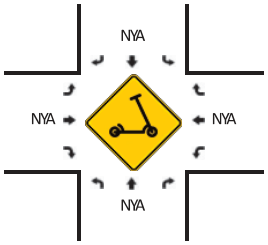












H* = HTOH

B4-Min Count Period Ueginning At	Escondido Multifamily v R y (Northbound)					Escondido Multifamily v R y (/outhbound)					Tomoka Oaks UlSd (Eastbound)					Tomoka Oaks UlSd (Westbound)					Total	.ourly Totals
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*		
3:66 AM	6	6	6	6	6	B	6	6	6	6	6	D4	6	6	6	6	9	B	6	6	24	
3:B4 AM	6	6	6	6	6	6	6	6	6	6	6	2D	6	6	6	6	B0	6	6	6	0#	
3:26 AM	6	6	6	6	6	B	6	6	6	6	6	46	6	6	6	6	7	6	6	6	#6	
3:04 AM	6	6	6	6	6	B	6	6	6	6	6	29	6	6	6	6	BD	6	6	6	4B	B7D
9:66 AM	6	6	6	6	6	B	6	6	6	6	6	00	6	6	6	6	DD	6	6	6	#3	DD0
9:B4 AM	6	6	6	6	6	6	6	6	6	6	6	2#	6	6	6	6	BD	B	6	6	07	DD3
9:26 AM	6	6	6	6	6	B	6	6	6	6	6	22	6	6	6	6	D2	B	6	6	49	DD4
9:04 AM	6	6	6	6	6	D	6	6	6	6	6	29	6	6	6	6	D6	6	6	6	#6	D20

Peak B4-Min FloR rates	Northbound					/outhbound					Eastbound					Westbound					Total
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	
All Vehicles	6	6	6	6	6	0	6	6	6	6	6	B3#	6	6	6	6	99	6	6	6	D#9
. eaSy Trucks	6	6	6			6	6	6			6	6	6			6	9	6			9
Uuses																					
Pedestrians		6					6					6					6				6
Uicycles	6	6	6			6	6	6			6	6	6			6	6	6			6
/cooters																					

Comments:

Heport generated on 2YB6YD6D2 B6:47 AM

/OwHCE: 1 uality Counts, LLC (http:YYR R R 8qualitycounts8net) B-933-496-DDBD

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Escondido Multifamily v R y -- Tomoka Oaks UlSd

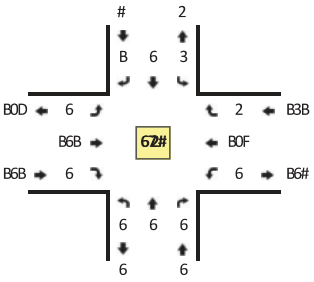
CIT45YTATE: Ormond Ueach/, L

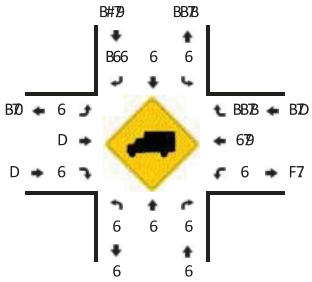
1 C QQU J : B#B6#0B#

v ATE: Thu/Mar F F6FD

Peak-8our: 3:66 PM -- #:66 PM

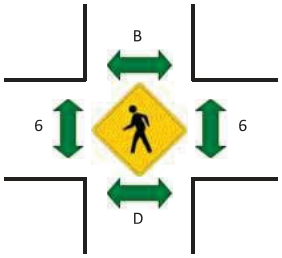
Peak B3-Min: 3:B3 PM -- 3:D6 PM



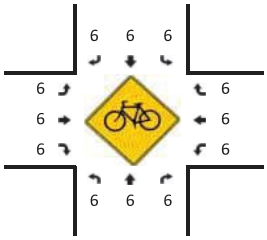


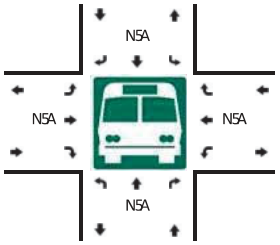
Quality Counts

DATA THAT DRIVES COMMUNITIES

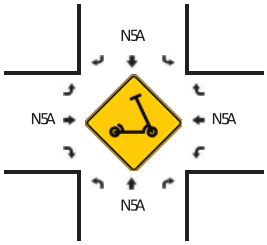












H* = HTOH

B3-Min Count Period Ueginning At	Escondido Multifamily v R y (Northbound)					Escondido Multifamily v R y (Youthbound)					Tomoka Oaks UlSd (Eastbound)					Tomoka Oaks UlSd (Westbound)					Total	8ourly Totals
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*		
0:66 PM	6	6	6	6	6	F	6	6	6	6	6	F#	6	6	6	6	F2	D	6	6	#6	
0:B3 PM	6	6	6	6	6	6	6	6	6	6	6	F.	6	6	6	6	F.	D	6	6	32	
0:D6 PM	6	6	6	6	6	B	6	6	6	6	6	F2	6	6	6	6	D9	0	6	6	9B	
0:03 PM	6	6	6	6	6	B	6	6	6	6	6	FB	6	6	6	6	DF	D	6	6	39	F09
3:66 PM	6	6	6	6	6	6	6	6	6	6	6	B2	6	6	6	6	D.	3	6	6	#F	F02
3:B3 PM	6	6	6	6	6	B	6	6	6	6	6	F9	6	6	6	6	D2	6	6	6	#9	F39
3:D6 PM	6	6	6	6	6	F	6	B	6	6	6	F.	6	6	6	6	DF	D	6	6	##	F3F
3:03 PM	6	6	6	6	6	F	6	6	6	6	6	F9	6	6	6	6	DD	B	6	6	#D	F3.

Peak B3-Min , loR rates	Northbound					Youthbound					Eastbound					Westbound					Total
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	
All Vehicles	6	6	6	6	6	0	6	6	6	6	6	B6.	6	6	6	6	B3#	6	6	6	F#.
8eaSy Trucks	6	6	6			6	6	6			6	.	6			6	6	6			.
Uuses																					
Pedestrians		6					6					6					6				6
Uicycles	6	6	6			6	6	6			6	6	6			6	6	6			6
Ycooters																					

Comments:

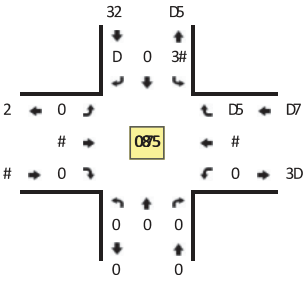
Heport generated on D5B65F6FD B6:32 AM

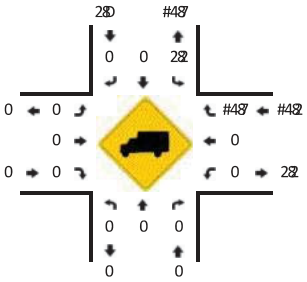
YOwHCE: 1 uality Counts/LLC (http:55R R R 7quality counts7net) B-. 99-3. 6-FFBF

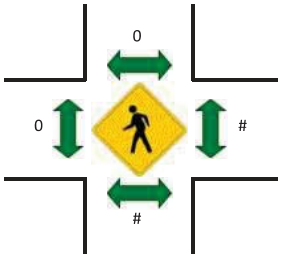
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

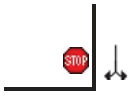
LOCATION: N vt AndreR s - r UU Tomoka Oaks Sl1d | **QC JOS B:** #6#064#5
CITY/vTATE: Ormond Seach, FL | **- ATE:** Thu, Mar D D0D2

PeakU9 our: 5:#. AM UU7:#. AM
Peak #. UMin: 5:20 AM UU5:4. AM

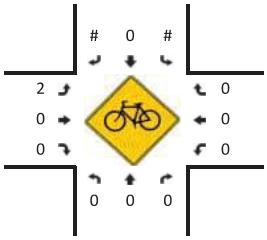


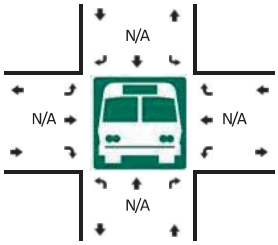


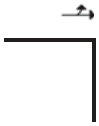




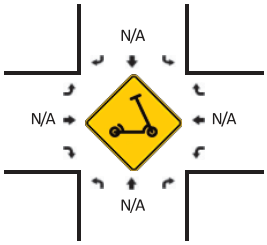












H* = HTOH

#. UMin Count Period Seginning At	N vt AndreR s - r (Northbound)					N vt AndreR s - r (vouthbound)					Tomoka Oaks Sl1d (Eastbound)					Tomoka Oaks Sl1d (Westbound)					Total	9ourly Totals
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*		
5:00 AM	0	0	0	0	0	#0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	#5	
5:#. AM	0	0	0	0	0	#7	0	0	0	0	0	0	0	0	0	0	0	##	0	0	D3	
5:20 AM	0	0	0	0	0	2#	0	#	0	0	0	0	0	0	0	0	#	D	0	0	2.	
5:4. AM	0	0	0	0	0	D0	0	0	0	0	0	#	0	0	0	0	0	6	0	0	D5	#07
7:00 AM	0	0	0	0	0	DD	0	#	0	0	0	0	0	0	0	0	0	7	0	0	2#	#DD
7:#. AM	0	0	0	0	0	#7	0	#	0	0	0	0	0	0	0	0	0	7	0	0	D5	#D0
7:20 AM	0	0	0	0	0	#4	0	#	0	0	0	0	0	0	0	0	0	##	0	0	D6	###
7:4. AM	0	0	0	0	0	D0	0	D	0	0	0	0	0	0	0	0	2	7	0	0	22	##5

Peak #. UMin FloR rates	Northbound					vouthbound					Eastbound					Westbound					Total
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	
All Vehicles	0	0	0	0	0	#D4	0	4	0	0	0	0	0	0	0	0	4	7	0	0	#40
9ea1y Trucks	0	0	0			4	0	0			0	0	0			0	0	0			4
Suses																					
Pedestrians		0					0					0					0				0
Sicycles vcooters	0	0	0			4	0	0			4	0	0			0	0	0			7

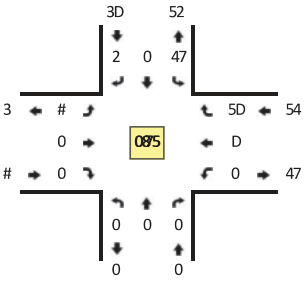
Comments:

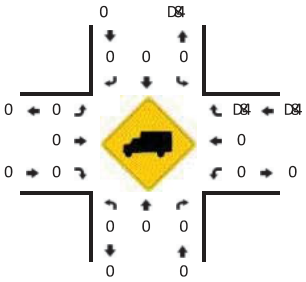
Heport generated on 2/#0/D0D2 #0:. 3 AM | vOwHCE: Quality Counts, LLC (http://R R R 8qualitycounts8net) #U755U 70UDD#D

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

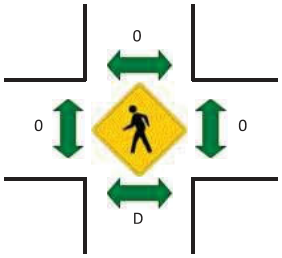
LOCATION: N vt AndreR s - r UU Tomoka Oaks Sl1d | **QC JOS B:** #6#064#5
CITY/vTATE: Ormond Seach, FL | **- ATE:** Thu, Mar D D0D2

Peak U9 our: 4:43 PM UU3:43 PM
Peak #3UMin: 3:00 PM UU3:#3 PM

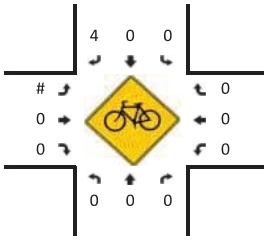


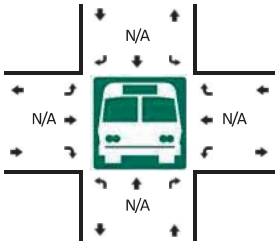


Quality Counts
DATA THAT DRIVES COMMUNITIES

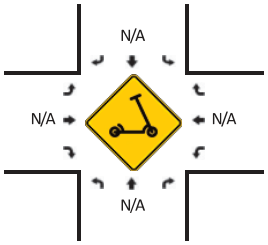












. H* . TO.

#3UMin Count Period Seginning At	N vt AndreR s - r =Northbound(					vt AndreR s - r =vouthbound(					Tomoka Oaks Sl1d =Eastbound(					Tomoka Oaks Sl1d =) estbound(					Total	9ourly Totals
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H		
4:00 PM	0	0	0	0	0	#6	0	D	0	0	0	0	0	0	0	0	2	#w	0	0	25	
4:#3 PM	0	0	0	0	0	7	0	#	0	0	#	0	0	0	0	0	2	#7	0	0	22	
4:20 PM	0	0	0	0	0	#0	0	0	0	0	#	0	0	0	0	0	#	#7	0	0	2#	
4:43 PM	0	0	0	0	0	#6	0	0	0	0	#	0	0	0	0	0	0	#6	0	0	22	#23
3:00 PM	0	0	0	0	0	##	0	#	0	0	0	0	0	0	0	0	0	D2	0	0	23	#2D
3:#3 PM	0	0	0	0	0	##	0	#	0	0	0	0	0	0	0	0	D	D#	0	0	23	#24
3:20 PM	0	0	0	0	0	##	0	#	0	0	0	0	0	0	0	0	0	DD	0	0	24	#2w
3:43 PM	0	0	0	0	0	#D	0	#	0	0	#	0	0	0	0	0	0	#6	0	0	20	#24

Peak #3UMin FloR rates	Northbound					vouthbound					Eastbound					) estbound					Total
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	
All Vehicles	0	0	0	0	0	44	0	4	0	0	0	0	0	0	0	0	0	7D	0	0	#40
9ea1y Trucks Suses	0	0	0			0	0	0			0	0	0			0	0	4			4
Pedestrians		0					0					0					0				0
Sicycles vcooters	0	0	0			0	0	0			0	0	0			0	0	0			0

Comments:

. eport generated on 2/#0/D0D2 #0:37 AM | vOW. CE: Quality Counts, LLC =http://R R R 8qualitycounts8net(#U5wwU350UDD#D

QUALITY COUNTS REPORT
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| | | |

QUALITY COUNTS REPORT
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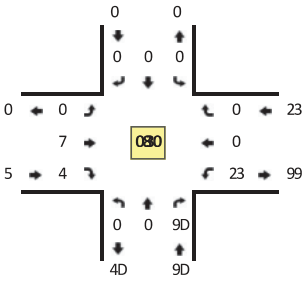
| | | |

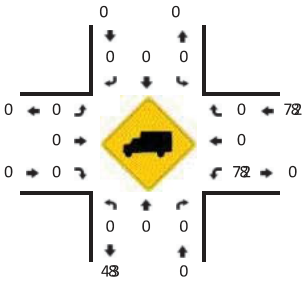
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

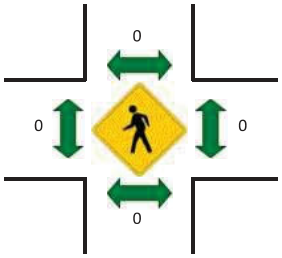
LOCATION: v vt AndreR s - r UUTomoka Oaks Sl1d | **QC JOS B:** #6#064#5
CITY/vTATE: Ormond Seach, FL | **- ATE:** Thu, Mar D D0D2

PeakU our: 3:00 AM UU5:00 AM
Peak #7UMin: 3:00 AM UU3:#7 AM

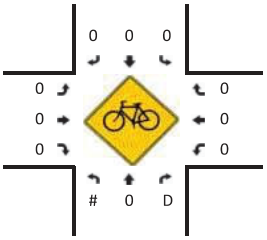


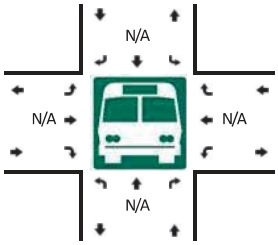




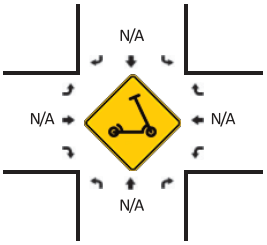












H* = HTOH

#7UMin Count Period Seginning At	v vt AndreR s - r (Northbound)					v vt AndreR s - r (vouthbound)					Tomoka Oaks Sl1d (Eastbound)					Tomoka Oaks Sl1d (Westbound)					Total	. ourly Totals
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*		
9:00 AM	0	0	#4	0	0	0	0	0	0	0	0	0	0	0	0	D	0	0	0	0	#6	
9:#7 AM	0	0	#7	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	#3	
9:20 AM	0	0	D0	0	0	0	0	0	0	0	0	0	D	0	0	9	0	0	0	0	D5	
9:47 AM	#	0	#3	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	D6	35
3:00 AM	0	0	DD	0	0	0	0	0	0	0	0	#	#	0	0	#2	0	0	0	0	29	##0
3:#7 AM	0	0	#6	0	0	0	0	0	0	0	0	0	#	0	0	7	0	0	0	0	DD	##4
3:20 AM	0	0	D0	0	0	0	0	0	0	0	0	#	0	0	0	#D	0	0	0	0	22	##3
3:47 AM	0	0	#4	0	0	0	0	0	0	0	0	2	D	0	0	3	0	0	0	0	D9	##5

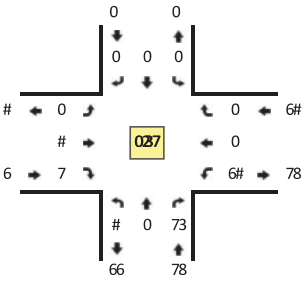
Peak #7UMin FloR rates	Northbound					vouthbound					Eastbound					Westbound					Total
	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	Left	Thru	Hight	w	H*	
All Vehicles	0	0	33	0	0	0	0	0	0	0	0	4	4	0	0	7D	0	0	0	0	#43
. ea1y Trucks	0	0	0			0	0	0			0	0	0			0	0	0			0
Suses																					
Pedestrians		0					0					0					0				0
Sicycles	4	0	0			0	0	0			0	0	0			0	0	0			4
vcooters																					

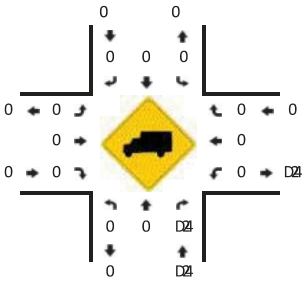
Comments:

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

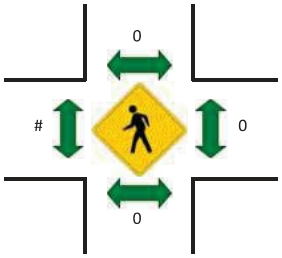
LOCATION: v vt AndreR s - r UU Tomoka Oaks Sl1d | **QC JOS B:** #6#06450
CITY/vTATE: Ormond Seach, FL | **- ATE:** Thu, Mar 5 505D

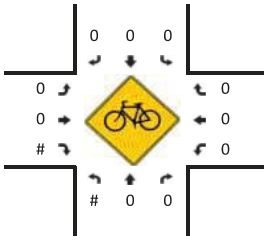
Peak U9 our: 7:00 PM UU 6:00 PM
Peak #7UMin: 7:#7 PM UU 7:D0 PM

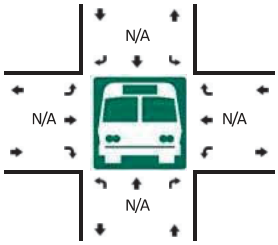


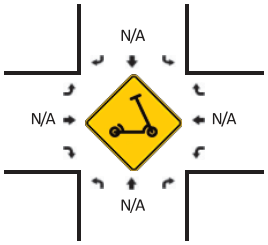


Quality Counts
DATA THAT DRIVES COMMUNITIES









. H* . TO.

#7UMin Count Period Seginning At	v vt AndreR s - r =Northbound(					v vt AndreR s - r =vouthbound(					Tomoka Oaks Sl1d =Eastbound(					Tomoka Oaks Sl1d =) estbound(					Total	9ourly Totals
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H		
4:00 PM	0	0	#5	0	0	0	0	0	0	0	0	#	D	0	0	##	0	0	0	0	5w	
4:#7 PM	#	0	50	0	0	0	0	0	0	0	0	#	#	0	0	8	0	0	0	0	D5	
4:D0 PM	#	0	#6	0	0	0	0	0	0	0	0	0	#	0	0	#7	0	0	0	0	DD	
4:47 PM	#	0	7	0	0	0	0	0	0	0	0	0	0	0	0	#7	0	0	0	0	5#	##D
7:00 PM	0	0	8	0	0	0	0	0	0	0	0	#	0	0	0	#6	0	0	0	0	56	##5
7:#7 PM	0	0	#w	0	0	0	0	0	0	0	0	0	D	0	0	#w	0	0	0	0	Dw	##w
7:D0 PM	0	0	#6	0	0	0	0	0	0	0	0	0	#	0	0	##	0	0	0	0	53	##5
7:47 PM	#	0	#6	0	0	0	0	0	0	0	0	0	#	0	0	#w	0	0	0	0	D7	#56

Peak #7UMin FloR rates	Northbound					vouthbound					Eastbound					) estbound					Total
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	
All Vehicles	0	0	63	0	0	0	0	0	0	0	0	0	#5	0	0	63	0	0	0	0	#43
9ea1y Trucks	0	0	3			0	0	0			0	0	0			0	0	0			3
Suses																					
Pedestrians		0					0					4					0				4
Sicycles	4	0	0			0	0	0			0	0	0			0	0	0			4
vcooters																					

Comments:

. eport generated on D/#0/505D #0:78 AM

vOW. CE: Quality Counts, LLC =http://R R R 2quality counts2net(#U3wwU730U55#5

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Tomoka Oaks vlRd -- Tomoka Oaks vlRd US est1

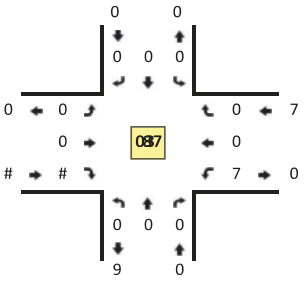
QC JOv B: #6#0645#

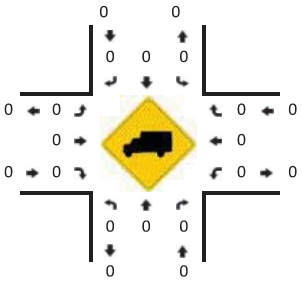
CITY/, TATE: Ormond veachFDL

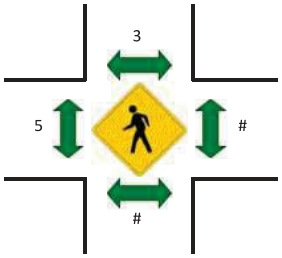
2ATE: ThuFMar 5 5053

Peak-. our: 7:00 AM -- 9:00 AM

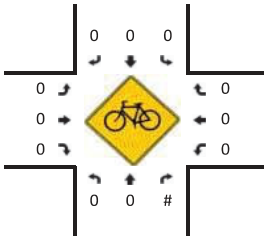
Peak #H-Min: 7:4H AM -- 9:00 AM

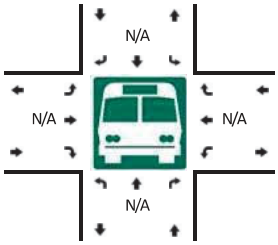




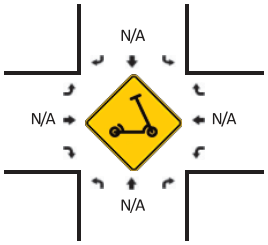












*= (*TO*

#H-Min Count Period veginning At	Tomoka Oaks vlRd UNorthbound1					Tomoka Oaks vlRd Uouthbound1					Tomoka Oaks vlRd US est1 UEastbound1					Tomoka Oaks vlRd US est1 U) estbound1					Total	. ourly Totals
	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=		
w.00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
w.#H AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
w.30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	5	
w.4H AM	0	0	#	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#	3
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	#	0	0	#	0	0	0	0	5	H
7:#H AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#	0	0	0	0	#	6
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
7:4H AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	6	9

Peak #H-Min DloS rates	Northbound					, outhbound					Eastbound					) estbound					Total
	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	
All Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54	0	0	0	0	54
. eaRy Trucks vuses	0	0	0			0	0	0			0	0	0			0	0	0			0
Pedestrians		0					0					0					0				0
vicycles , cooters	0	0	0			0	0	0			0	0	0			0	0	0			0

Comments:

*eport generated on 3/#0/5053 #0:H9 AM

, OW*CE: Quality CountsFLLC Uhttp://S S S 8quality counts8net1#-7ww-H70-55#5

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Tomoka Oaks vlRd -- Tomoka Oaks vlRd US est1

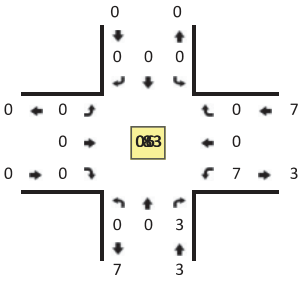
QC JOv B: #6#06455

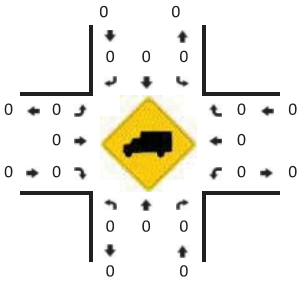
CITY/, TATE: Ormond veachFDL

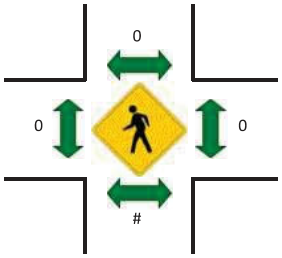
2ATE: ThuFMar 5 5053

Peak-9our: 4:00 PM -- . :00 PM

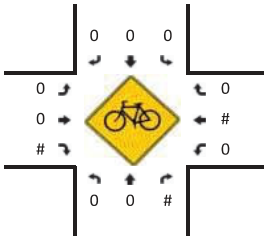
Peak #. -Min: 4:00 PM -- 4:#. PM

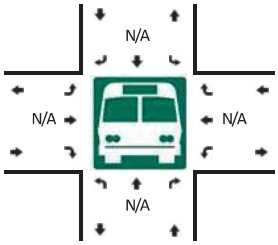




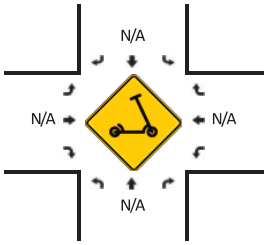












H* = HTOH

#. -Min Count Period veginning At	Tomoka Oaks vlRd UNorthbound1					Tomoka Oaks vlRd Uyouthbound1					Tomoka Oaks vlRd USest1 UEastbound1					Tomoka Oaks vlRd USest1 Uestbound1					Total	9ourly Totals
	Left	Thru	Hight	)	H*	Left	Thru	Hight	)	H*	Left	Thru	Hight	)	H*	Left	Thru	Hight	)	H*		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	4	
4:#. PM	0	0	#	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	3	
4:30 PM	0	0	#	0	0	0	0	0	0	0	0	0	0	0	0	#	0	0	0	0	5	
4:4. PM	0	0	#	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#	#0
. :00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#	0	0	0	0	#	7
. :#. PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	3	7
. :30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#	0	0	0	0	#	6
. :4. PM	0	0	#	0	0	0	0	0	0	0	0	0	0	0	0	#	0	0	0	0	5	7

Peak #. -Min DloS rates	Northbound					, outhbound					Eastbound					(estbound					Total
	Left	Thru	Hight	)	H*	Left	Thru	Hight	)	H*	Left	Thru	Hight	)	H*	Left	Thru	Hight	)	H*	
All Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#6	0	0	0	0	#6
9eaRy Trucks vuses	0	0	0			0	0	0			0	0	0			0	0	0			0
Pedestrians		4					0					0					0				4
vicycles , cooters	0	0	4			0	0	0			0	0	0			0	0	0			4

Comments:

Heport generated on 3/#0/5053 #0:. WAM

, O) HCE: Quality CountsFLLC Uhttp://S S S 8wualitycounts8net1#-q77-. q0-55#5

QUALITY COUNTS REPORT
==========

| | | |

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Tomoka Oaks vlRd -- Tomoka Oaks vlRd UeastS

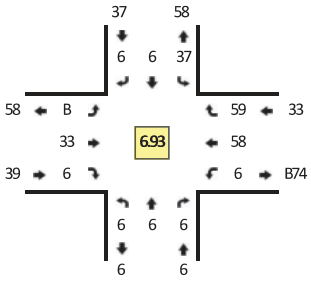
1 C QQv J : B#B6#045

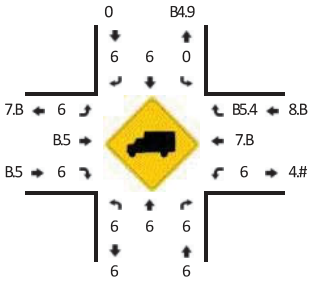
CITY/, TATE: Ormond veachFDL

2 ATE: ThuFMar 4 4645

Peak-Hour: 9:66 AM -- 8:66 AM

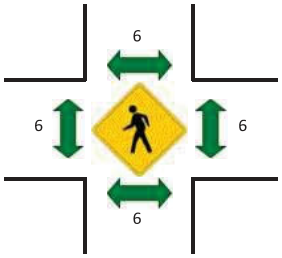
Peak B7-Min: 9:66 AM -- 9:B7 AM



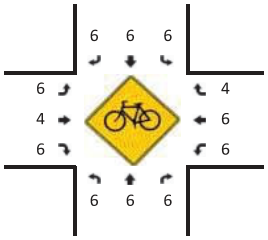


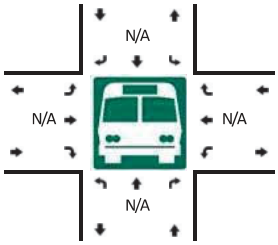
Quality Counts

DATA THAT DRIVES COMMUNITIES

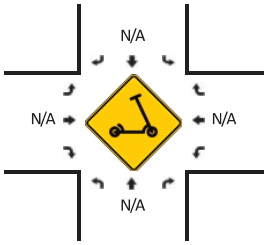












*= (*TO*

B7-Min Count Period veginning At	Tomoka Oaks vlRd UNorthboundS					Tomoka Oaks vlRd U outhboundS					Tomoka Oaks vlRd UeastboundS					Tomoka Oaks vlRd UeastS U estboundS					Total	Hourly Totals
	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=		
3:66 AM	6	6	6	6	6	B6	6	6	6	6	6	B7	6	6	6	6	4	#	6	6	55	
3:B7 AM	6	6	6	6	6	B9	6	6	6	6	6	B7	6	6	6	6	5	BB	6	6	03	
3:56 AM	6	6	6	6	6	56	6	6	6	6	B	B8	6	6	6	6	3	4	6	6	78	
3:07 AM	6	6	6	6	6	46	6	B	6	6	6	B9	6	6	6	6	#	#	6	6	7B	B86
9:66 AM	6	6	6	6	6	45	6	6	6	6	6	44	6	6	6	6	B5	9	6	6	##	445
9:B7 AM	6	6	6	6	6	B9	6	6	6	6	6	B3	6	6	6	6	7	9	6	6	09	440
9:56 AM	6	6	6	6	6	B0	6	6	6	6	6	B8	6	6	6	6	B4	BB	6	6	7#	44B
9:07 AM	6	6	6	6	6	46	6	6	6	6	B	B8	6	6	6	6	8	BB	6	6	#6	456

Peak B7-Min Dlowrates	Northbound					, outhbound					Eastbound					) estbound					Total
	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	
All Vehicles	6	6	6	6	6	84	6	6	6	6	6	99	6	6	6	6	74	54	6	6	4#0
HeaRy Trucks vuses	6	6	6			6	6	6			6	6	6			6	6	9			9
Pedestrians		6					6					6					6				6
vicycles	6	6	6			6	6	6			6	6	6			6	6	6			6
, cooters																					

Comments:

*eport generated on 5/B6/4645 B6:78 AM

, OW*CE: 1 uality CountsFLLC Uhttp://www.qualitycounts.netSB-933-796-44B4

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Tomoka Oaks vlRd -- Tomoka Oaks vlRd UeastS

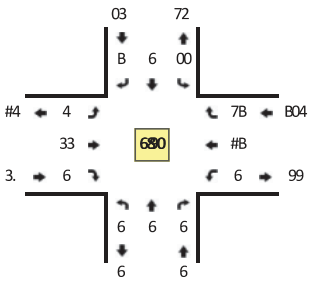
1 C QQv J : B#B6#040

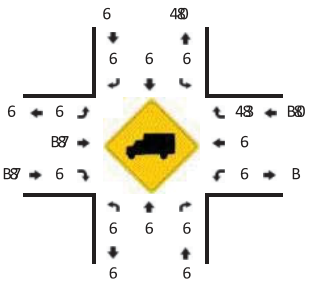
CIT5Y/TATE: Ormond veach, FL

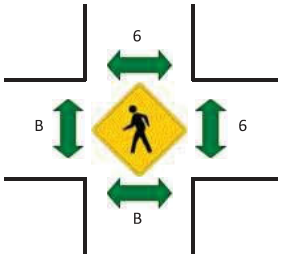
DATE: Thu, Mar 4 4642

Peak-Hour: 3:66 PM -- #:66 PM

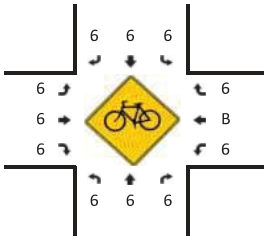
Peak B3-Min: 3:B3 PM -- 3:26 PM

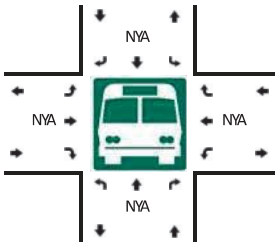




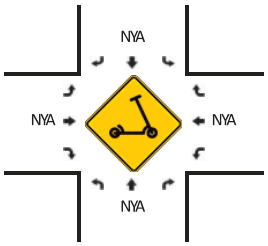












*= (*TO*

B3-Min Count Period veginning At	Tomoka Oaks vlRd UNorthboundS					Tomoka Oaks vlRd U/outhboundS					Tomoka Oaks vlRd UeastS UeastboundS					Tomoka Oaks vlRd UeastS U) estboundS					Total	Hourly Totals
	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=		
0:66 PM	6	6	6	6	6	B#	6	6	6	6	4	B6	6	6	6	6	BB	B7	6	6	3.	
0:B3 PM	6	6	6	6	6	B6	6	6	6	6	2	B7	6	6	6	6	9	B9	6	6	39	
0:26 PM	6	6	6	6	6	BB	6	6	6	6	6	B#	6	6	6	6	B3	46	6	6	#4	
0:03 PM	6	6	6	6	6	B#	6	6	6	6	6	3	6	6	6	6	B3	B.	6	6	32	42B
3:66 PM	6	6	6	6	6	B6	6	B	6	6	B	9	6	6	6	6	B#	4B	6	6	37	424
3:B3 PM	6	6	6	6	6	BB	6	6	6	6	B	B0	6	6	6	6	B.	44	6	6	#3	427
3:26 PM	6	6	6	6	6	BB	6	6	6	6	6	B.	6	6	6	6	BB	44	6	6	#B	42.
3:03 PM	6	6	6	6	6	B4	6	6	6	6	6	B3	6	6	6	6	B.	B#	6	6	#6	400

Peak B3-Min Flowrates	Northbound					/outhbound					Eastbound					) estbound					Total
	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	Left	Thru	*ight	W	*=	
All Vehicles	6	6	6	6	6	00	6	6	6	6	0	3#	6	6	6	6	#7	77	6	6	4#6
HeaRy Trucks vuses	6	6	6			6	6	6			6	0	6			6	6	6			0
Pedestrians		6					6					0					6				0
vicycles /cooters	6	6	6			6	6	6			6	6	6			6	6	6			6

Comments:

*eport generated on 2YB6Y4642 B6:39 AM

/OW*CE: 1 uality Counts, LLC Uhttp:YYwww8qualitycounts8netSB-7. . -376-44B4

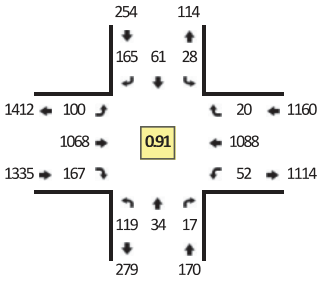
Type of peak hour being reported: Intersection Peak

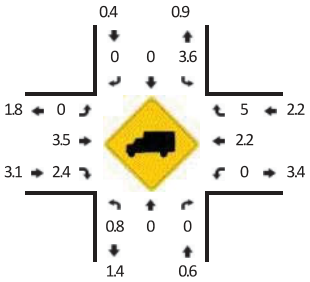
Method for determining peak hour: Total Entering Volume

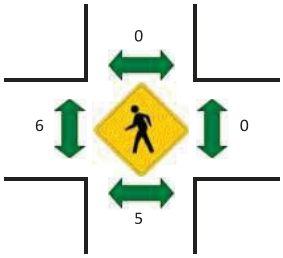
LOCATION: Main Trl -- SR 40/Granada Blvd
CITY/STATE: Ormond Beach, FL

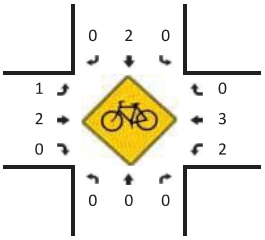
QC JOB #: 16106401
DATE: Thu, Mar 2 2023

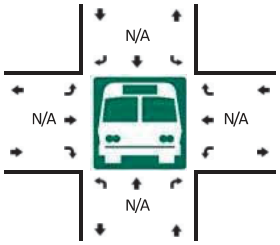
Peak-Hour: 7:15 AM -- 8:15 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

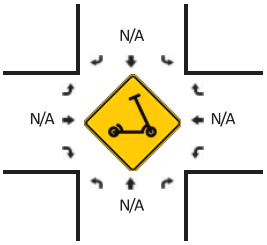












R* = RTOR

15-Min Count Period Beginning At	Main Trl (Northbound)					Main Trl (Southbound)					SR 40/Granada Blvd (Eastbound)					SR 40/Granada Blvd (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	11	0	1	0	1	5	3	11	0	16	1	149	18	10	10	2	183	0	0	0	421	
7:15 AM	34	10	4	0	0	5	29	38	0	1	10	237	30	13	13	11	230	1	0	0	666	
7:30 AM	31	16	4	0	0	8	28	40	0	0	13	243	55	1	1	31	270	9	1	0	751	
7:45 AM	43	8	5	0	0	6	3	52	0	7	20	263	34	12	12	7	323	6	0	0	801	2639
8:00 AM	11	0	2	0	2	9	1	17	0	10	17	325	8	14	14	2	265	3	0	1	701	2919
8:15 AM	8	0	0	0	0	12	0	24	0	12	9	319	7	4	4	1	235	2	0	1	638	2891
8:30 AM	8	0	0	0	1	8	2	39	0	8	18	334	5	14	14	0	282	5	0	0	738	2878
8:45 AM	6	1	0	0	0	8	0	31	0	7	25	318	11	8	8	3	298	6	0	2	732	2809

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	172	32	20	0	0	24	12	236	0	28	80	1052	184	48	48	28	1292	24	0	0	3280
Heavy Trucks	0	0	0			4	0	0			0	40	8			0	32	0			84
Buses																					
Pedestrians		4					0					4					0				8
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 3/10/2023 10:59 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

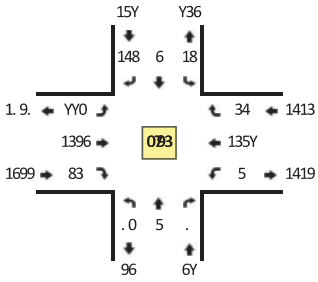
Type of peak hour being reported: Intersection Peak

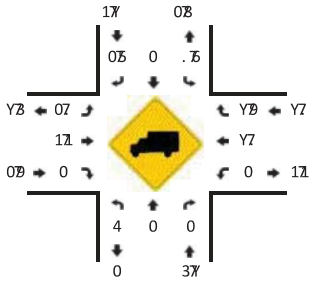
Method for determining peak hour: Total Entering Volume

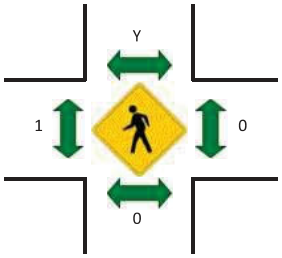
LOCATION: Main Trl -- SR 40/Granada Blvd
CIT, /STATE: Ormond BeachFDL

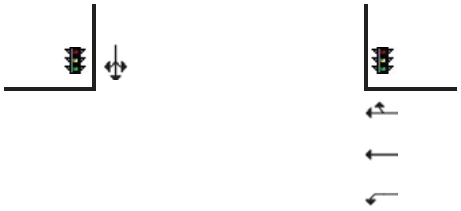
QC JOB #: 1610640Y
2ATE: ThuFMar Y Y0Y3

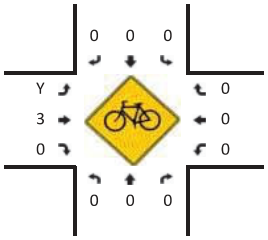
Peak-Hour: 4:00 PM -- . :00 PM
Peak 1. -Min: 4:1. PM -- 4:30 PM

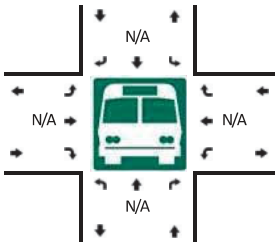




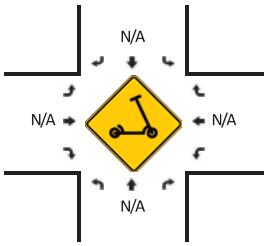












R* = RTOR

1. -Min Count Period Beginning At	Main Trl (Northbound)					Main Trl (Southbound)					SR 40/Granada Blvd (Eastbound)					SR 40/Granada Blvd (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	1.	Y	0	0	1	4	Y	3.	0	6	44	360	16	9	9	3	3Y3	6	0	1	836	
4:1. PM	14	0	1	0	1	6	1	31	0	8	. .	369	1Y	6	6	1	384	9	0	0	904	
4:30 PM	11	3	1	0	0	.	1	Y5	0	13	. 9	346	1Y	8	8	Y	315	9	0	0	8YY	
4:4. PM	10	Y	0	0	1	3	Y	Y1	0	5	35	3Y1	18	Y	Y	1	348	9	0	0	584	3346
. :00 PM	11	1	0	0	Y	4	Y	15	0	.	48	336	15	6	6	4	3. 1	11	0	0	8Y1	3331
. :1. PM	11	4	0	0	1	5	4	Y0	0	3	. 9	3. 3	11	.	.	.	Y84	11	1	1	58.	3Y1Y
. :30 PM	1	1	0	0	3	6	1	Y3	0	5	36	3Y5	13	4	4	0	316	1Y	0	0	5. 4	3144
. :4. PM	5	Y	Y	0	0	5	Y	Y6	0	4	3Y	Y94	.	4	4	Y	34Y	5	1	Y	543	3103

Peak 1. -Min Dlowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	. 6	0	8	0	4	Y4	4	1. 6	0	3Y	YY0	1456	5Y	Y4	Y4	4	1. 36	36	0	0	3656
Heavy Trucks	4	0	0			0	0	4			0	4	0			0	40	4			. 6
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	4	0			0	0	0			4
Scooters																					

Comments:

Report generated on 3/10/Y0Y3 10:. 9 AM

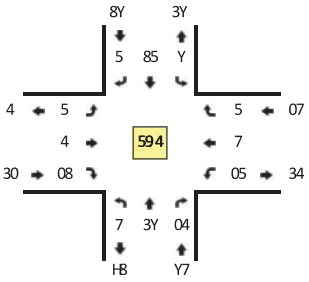
SOURCE: Quality CountsFLLC (http://www7ualitycounts7net) 1-855-. 80-YY1Y

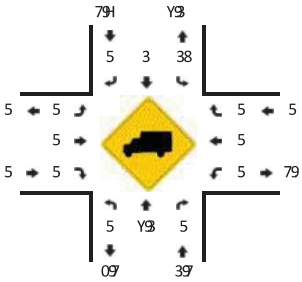
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: vio Pinar Trl R- estUSS 1t Andre- s Qr
CIT, F1TATE: Ormond #eachD2L

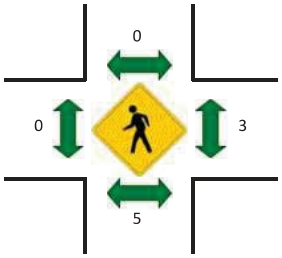
J C BO# 6: 04054Y5/
QATE: ThuDMar 3 3537

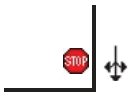
PeakS* our: H:08 AM SS. :08 AM
Peak 08SMin: H:75 AM SSH:Y8 AM

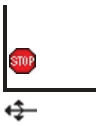


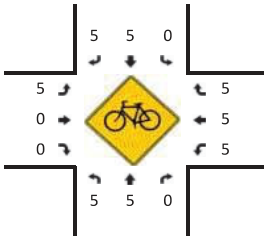


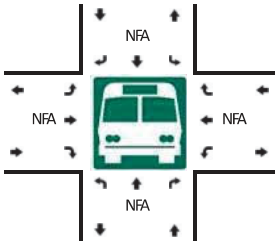
Quality Counts
DATA THAT DRIVES COMMUNITIES

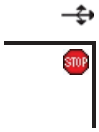


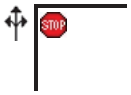


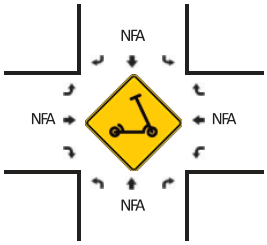












v= (vTOv

08SMin Count Period #eginning At	vio Pinar Trl R- estU RNorthboundU					vio Pinar Trl R- estU RLouthboundU					1t Andre- s Qr REastboundU					1t Andre- s Qr R) estboundU					Total	*ourly Totals
	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=		
H:55 AM	5	3	5	5	5	5	H	5	5	5	5	5	3	5	5	8	0	5	5	5	0H	
H:08 AM	5	8	Y	5	5	5	08	5	5	5	5	0	7	5	5	3	0	5	5	5	70	
H:75 AM	0	7	7	5	5	0	35	5	5	5	5	3	Y	5	5	Y	5	5	5	5	7.	
H:Y8 AM	3	.	4	5	5	3	05	5	5	5	5	0	4	5	5	0	3	5	5	5	7.	03Y
. :55 AM	5	.	7	5	5	0	8	5	5	5	5	3	3	5	5	7	5	5	5	5	3Y	070
. :08 AM	5	8	0	5	5	5	.	5	5	5	5	3	4	5	5	H	0	5	5	5	75	075
. :75 AM	3	H	7	5	5	0	/	5	5	5	5	7	8	5	5	3	3	5	5	5	7Y	034
. :Y8 AM	3	8	5	5	5	5	/	5	5	5	5	7	3	5	5	0	5	5	5	5	33	005

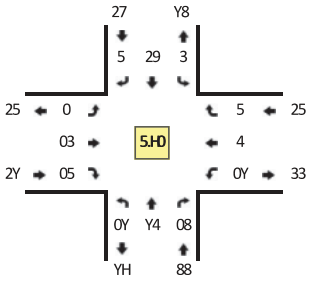
Peak 08SMin 2lo- rates	Northbound					1outhbound					Eastbound					) estbound					Total
	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	
All Vehicles	Y	03	03	5	5	Y	. 5	5	5	5	5	.	04	5	5	04	5	5	5	5	083
*eawy Trucks #uses	5	5	5			Y	5	5			5	5	5			5	5	5			Y
Pedestrians		5					5					5					5				5
#icycles 1cooters	5	5	5			5	5	5			5	Y	5			5	5	5			Y

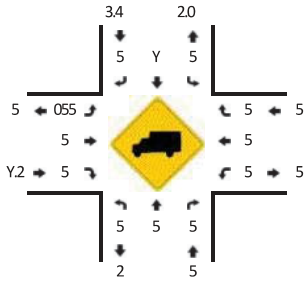
Comments:

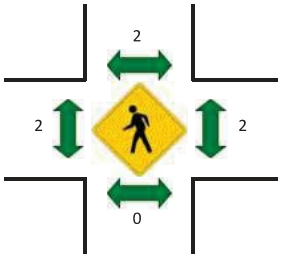
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: vio Pinar Trl R- estUSS 1t Andre- s Qr | **J C BO# 6:** 04054Y05
CIT/, 1TATE: Ormond #eachFDL | **QATE:** ThuFMar 2 2523

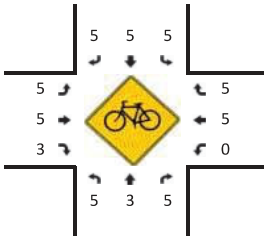
PeakS* our: 9:55 PM SS 4:55 PM
Peak 09SMin: 9:55 PM SS 9:09 PM

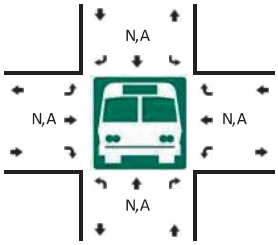




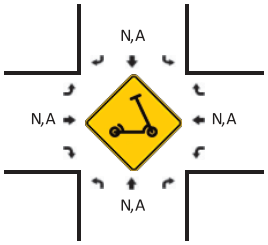












v= (vTOv

09SMin Count Period #eginning At	vio Pinar Trl R- estU RNorthboundU					vio Pinar Trl R- estU RLouthboundU					1t Andre- s Qr REastboundU					1t Andre- s Qr R) estboundU					Total	*ourly Totals
	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=		
Y:55 PM	2	00	3	5	5	5	02	5	5	5	5	3	0	5	5	3	0	5	5	5	34	
Y:09 PM	2	09	4	5	5	0	Y	5	5	5	5	3	2	5	5	2	5	5	5	5	39	
Y:35 PM	Y	H	0	5	5	3	Y	5	5	5	5	0	0	5	5	Y	0	5	5	5	27	
Y:Y9 PM	2	00	2	5	5	5	9	5	5	5	5	5	2	5	5	0	2	5	5	5	29	02Y
9:55 PM	3	09	4	5	5	0	4	5	5	5	0	2	Y	5	5	3	5	5	5	5	Y0	02H
9:09 PM	0	03	4	5	5	2	9	5	5	5	5	3	0	5	5	Y	2	5	5	5	38	030
9:35 PM	2	00	Y	5	5	5	00	5	5	5	5	3	2	5	5	3	3	5	5	5	3H	0Y2
9:Y9 PM	7	8	0	5	5	5	3	5	5	5	5	9	3	5	5	Y	0	5	5	5	32	0YH

Peak 09SMin Dlo- rates	Northbound					1outhbound					Eastbound					) estbound					Total
	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	
All Vehicles	02	45	2Y	5	5	Y	2Y	5	5	5	Y	7	04	5	5	02	5	5	5	5	04Y
*eavy Trucks	5	5	5			5	5	5			Y	5	5			5	5	5			Y
#uses																					
Pedestrians		5					5					5					5				5
#icycles	5	5	5			5	5	5			5	5	02			Y	5	5			04
1cooters																					

Comments:

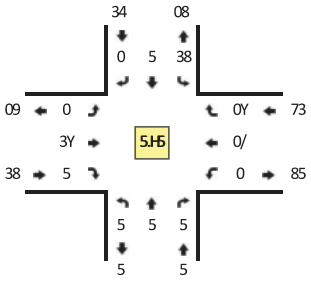
veport generated on 3, 05, 2523 05:9H AM | 1OWvCE: J uality CountsFLLC Rhttp:, , - - - .qualitycounts.netU0S788S975S2202

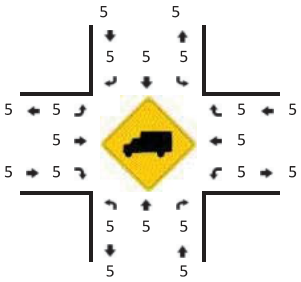
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

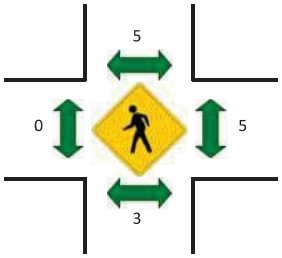
LOCATION: vio Pinar Trl Reast- UUSt Andre1 s Qr
CIT, FSTATE: Ormond #eachD2L

J C BO# 6: 04054Y5/
QATE: ThuDMar 3 3537

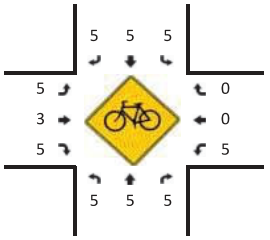
PeakU* our: /:Y8 AM UU9:Y8 AM
Peak 08UMin: 9:55 AM UU9:08 AM

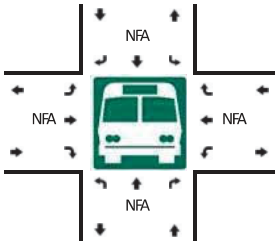




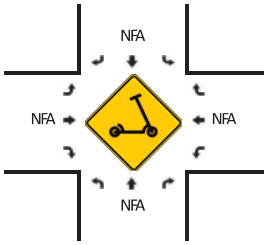












v= (vTOv

08UMin Count Period #eginning At	vio Pinar Trl Reast- RNorthbound-					vio Pinar Trl Reast- RSouthbound-					St Andre1 s Qr REastbound-					St Andre1 s Qr R) estbound-					Total	*ourly Totals
	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=		
/:55 AM	5	5	5	5	5	4	5	5	5	5	5	5	5	5	5	5	4	5	5	5	03	
/:08 AM	5	5	5	5	5	4	5	5	5	5	5	4	5	5	5	5	7	5	5	5	08	
/:75 AM	5	5	5	5	5	Y	5	5	5	5	5	8	5	5	5	5	Y	3	5	5	08	
/:Y8 AM	5	5	5	5	5	7	5	0	5	5	0	9	5	5	5	5	3	7	0	5	0H	40
9:55 AM	5	5	5	5	5	/	5	5	5	5	5	4	5	5	5	5	7	/	5	5	37	/3
9:08 AM	5	5	5	5	5	4	5	5	5	5	5	7	5	5	5	5	9	7	5	5	35	//
9:75 AM	5	5	5	5	5	H	5	5	5	5	5	/	5	5	5	5	Y	0	5	5	30	97
9:Y8 AM	5	5	5	5	5	9	5	5	5	5	5	7	5	5	5	5	0	7	5	5	08	/H

Peak 08UMin 2lo1 rates	Northbound					Southbound					Eastbound					) estbound					Total
	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	Left	Thru	vight	W	v=	
All Vehicles	5	5	5	5	5	39	5	5	5	5	5	3Y	5	5	5	5	03	39	5	5	H3
*eavy Trucks #uses	5	5	5			5	5	5			5	5	5			5	5	5			5
Pedestrians		5					5					5					5				5
#icycles Scooters	5	5	5			5	5	5			5	Y	5			5	5	5			Y

Comments:

veport generated on 7F05F3537 05:8H AM

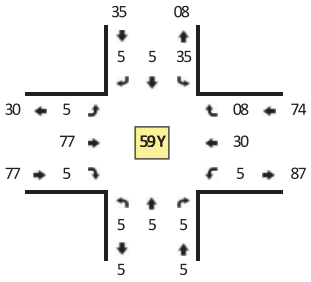
SOWvCE: J uality CountsDLLC Rhttp:FF1 1 1 .qualitycounts.net- 0U9//U895U3303

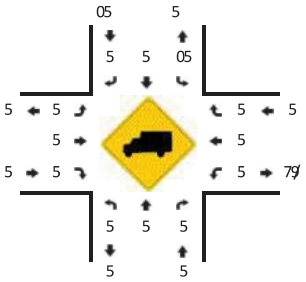
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

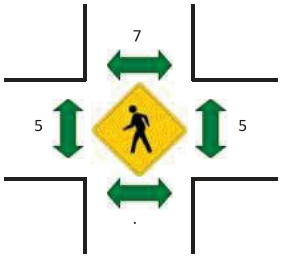
LOCATION: vio Pinar Trl Reast- UUSt Andre1 s Qr
CIT, FSTATE: Ormond #eachD2L

J C BO# 6: 04054Y5/
QATE: ThuDMar 3 3537

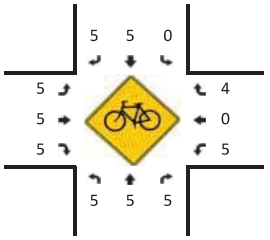
PeakUHour: 8:55 PM UU4:55 PM
Peak 08UMin: 8:08 PM UU8:75 PM

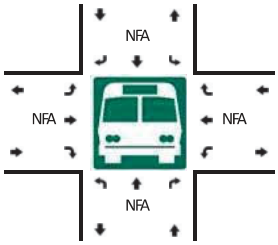




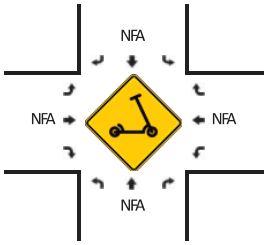












v* = vTOv

08UMin Count Period #eginning At	vio Pinar Trl Reast- RNorthbound-					vio Pinar Trl Reast- RSouthbound-					St Andre1 s Qr REastbound-					St Andre1 s Qr R(estbound-					Total	Hourly Totals
	Left	Thru	vight	)	v*	Left	Thru	vight	)	v*	Left	Thru	vight	)	v*	Left	Thru	vight	)	v*		
Y:55 PM	5	5	5	5	5	3	5	5	5	5	5	4	5	5	5	5	Y	8	5	5	0.	
Y:08 PM	5	5	5	5	5	7	5	5	5	5	0	/	5	5	5	5	7	7	5	5	0/	
Y:75 PM	5	5	5	5	5	4	5	5	5	5	5	4	5	5	5	5	Y	W	5	5	38	
Y:Y8 PM	5	5	5	5	5	3	5	5	5	5	0	0	5	5	5	5	7	4	5	5	07	. 7
8:55 PM	5	5	5	5	5	3	5	5	5	5	5	/	5	5	5	5	7	Y	5	5	0.	. 7
8:08 PM	5	5	5	5	5	.	5	5	5	5	5	00	5	5	5	5	4	4	5	5	75	/8
8:75 PM	5	5	5	5	5	.	5	5	5	5	5	/	5	5	5	5	4	Y	5	5	38	/8
8:Y8 PM	5	5	5	5	5	Y	5	5	5	5	5	4	5	5	5	5	4	0	5	5	0.	/W

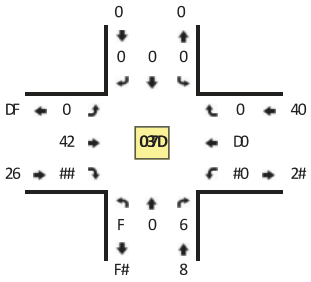
Peak 08UMin 2lo1 rates	Northbound					Southbound					Eastbound					(estbound					Total
	Left	Thru	vight	)	v*	Left	Thru	vight	)	v*	Left	Thru	vight	)	v*	Left	Thru	vight	)	v*	
All Vehicles	5	5	5	5	5	3/	5	5	5	5	5	YY	5	5	5	5	3Y	3Y	5	5	035
Heavy Trucks	5	5	5			Y	5	5			5	5	5			5	5	5			Y
#uses																					
Pedestrians		03					/					5					5				35
#icycles	5	5	5			Y	5	5			5	5	5			5	5	Y			/
Scooters																					

Comments:

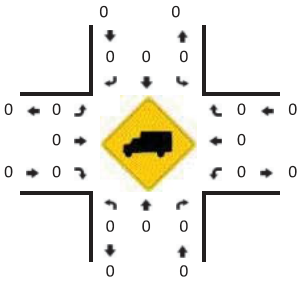
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

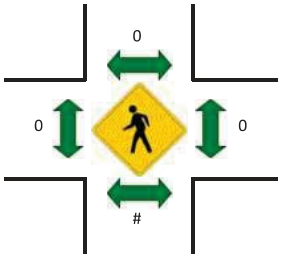
LOCATION: Irovuois Trl RR- t AndreUs S r | **1 C QQJ B:** #6#064##
CIT5Y- TATE: Ormond J each/, L | **S ATE:** Thu/Mar F F0FD

PeakR9our: 8:00 AM RR7:00 AM
Peak #2RMin: 8:D0 AM RR8:42 AM

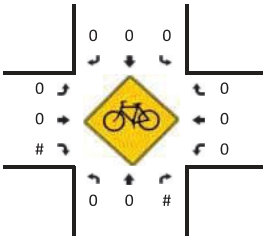


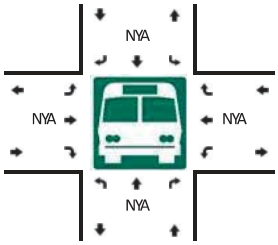




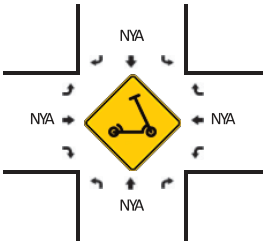












. H* . TO.

#2RMin Count Period J eginning At	Irovuois Trl =Northbound(					Irovuois Trl = outhbound(					- t AndreUs S r =Eastbound(					- t AndreUs S r =) estbound(					Total	9 ourly Totals
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H		
w:00 AM	#	0	0	0	0	0	0	0	0	0	0	8	0	0	0	#	#	0	0	0	##	
w:#2 AM	0	0	F	0	0	0	0	0	0	0	0	##	D	0	0	4	D	0	0	0	FD	
w:D0 AM	0	0	D	0	0	0	0	0	0	0	0	#0	F	0	0	F	2	0	0	0	FF	
w:42 AM	#	0	#	0	0	0	0	0	0	0	0	#0	F	0	0	#	2	0	0	0	F0	w6
8:00 AM	0	0	#	0	0	0	0	0	0	0	0	#F	#	0	0	#	#F	0	0	0	Fw	7F
8:#2 AM	0	0	#	0	0	0	0	0	0	0	0	7	F	0	0	F	8	0	0	0	FF	7#
8:D0 AM	0	0	#	0	0	0	0	0	0	0	0	#6	D	0	0	D	2	0	0	0	F8	7w
8:42 AM	F	0	D	0	0	0	0	0	0	0	0	8	2	0	0	4	2	0	0	0	Fw	#04

Peak #2RMin , loUrates	Northbound					- outhbound					Eastbound					) estbound					Total
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	
All Vehicles	0	0	4	0	0	0	0	0	0	0	0	64	#F	0	0	#F	F0	0	0	0	##F
9 eaqy Trucks	0	0	0			0	0	0			0	0	0			0	0	0			0
J uses																					
Pedestrians		0					0					0					0				0
J icycles - cooters	0	0	0			0	0	0			0	0	0			0	0	0			0

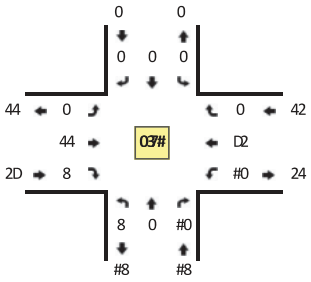
Comments:

. eport generated on DY#0YF0FD#0:27 AM | - OW. CE: 1 uality Counts/LLC =http:YYUUU3vualitycounts3net(#R8wwR280RFF#F

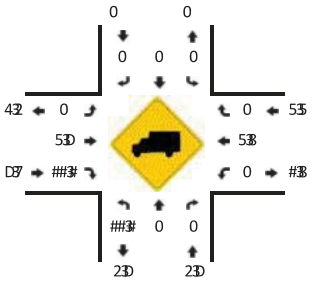
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

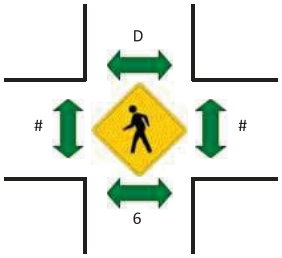
LOCATION: Irovuois Trl RR- t AndreUs S r | **1 C QQJ B:** #6#064#5
CITY/- TATE: Ormond J each, FL | **S ATE:** Thu, Mar 5 505D

PeakR9 our: 2:00 PM RR6:00 PM
Peak #2RMin: 2:D0 PM RR2:42 PM

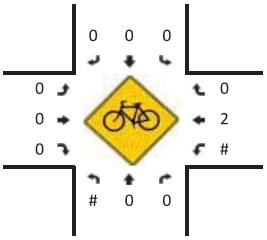


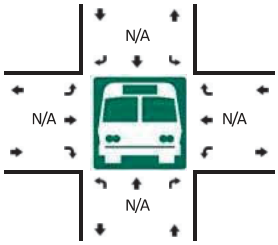




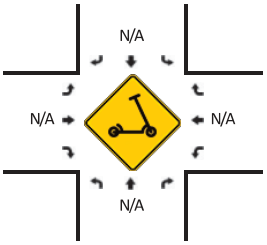












. H* . TO.

#2RMin Count Period J eginning At	Irovuois Trl =Northbound(					Irovuois Trl = outhbound(					- t AndreUs S r =Eastbound(					- t AndreUs S r =) estbound(					Total	9 ourly Totals
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H		
4:00 PM	5	0	D	0	0	0	0	0	0	0	0	2	4	0	0	5	w	0	0	0	5D	
4:#2 PM	#	0	2	0	0	0	0	0	0	0	0	##	0	0	0	#	2	0	0	0	5D	
4:D0 PM	5	0	4	0	0	0	0	0	0	0	0	##	2	0	0	5	##	0	0	0	D2	
4:42 PM	#	0	4	0	0	0	0	0	0	0	0	5	4	0	0	#	w	0	0	0	#8	#00
2:00 PM	0	0	5	0	0	0	0	0	0	0	0	w	5	0	0	5	w	0	0	0	50	8w
2:#2 PM	#	0	#	0	0	0	0	0	0	0	0	#D	5	0	0	5	##	0	0	0	D0	#04
2:D0 PM	6	0	5	0	0	0	0	0	0	0	0	#D	D	0	0	5	#0	0	0	0	D6	#02
2:42 PM	5	0	2	0	0	0	0	0	0	0	0	##	5	0	0	4	w	0	0	0	D#	##w

Peak #2RMin FloU rates	Northbound					- outhbound					Eastbound					) estbound					Total
	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	Left	Thru	. ight	W	. H	
All Vehicles	54	0	7	0	0	0	0	0	0	0	0	25	#5	0	0	7	40	0	0	0	#44
9 eaqy Trucks	4	0	0			0	0	0			0	0	4			0	0	0			7
J uses																					
Pedestrians		7					0					0					4				#5
J icycles - cooters	0	0	0			0	0	0			0	0	0			0	7	0			7

Comments:

. eport generated on D/#0/505D #0:28 AM | - OW. CE: 1 uality Counts, LLC =http://UUU3vualitycounts3net(#R7wwR270R55#5

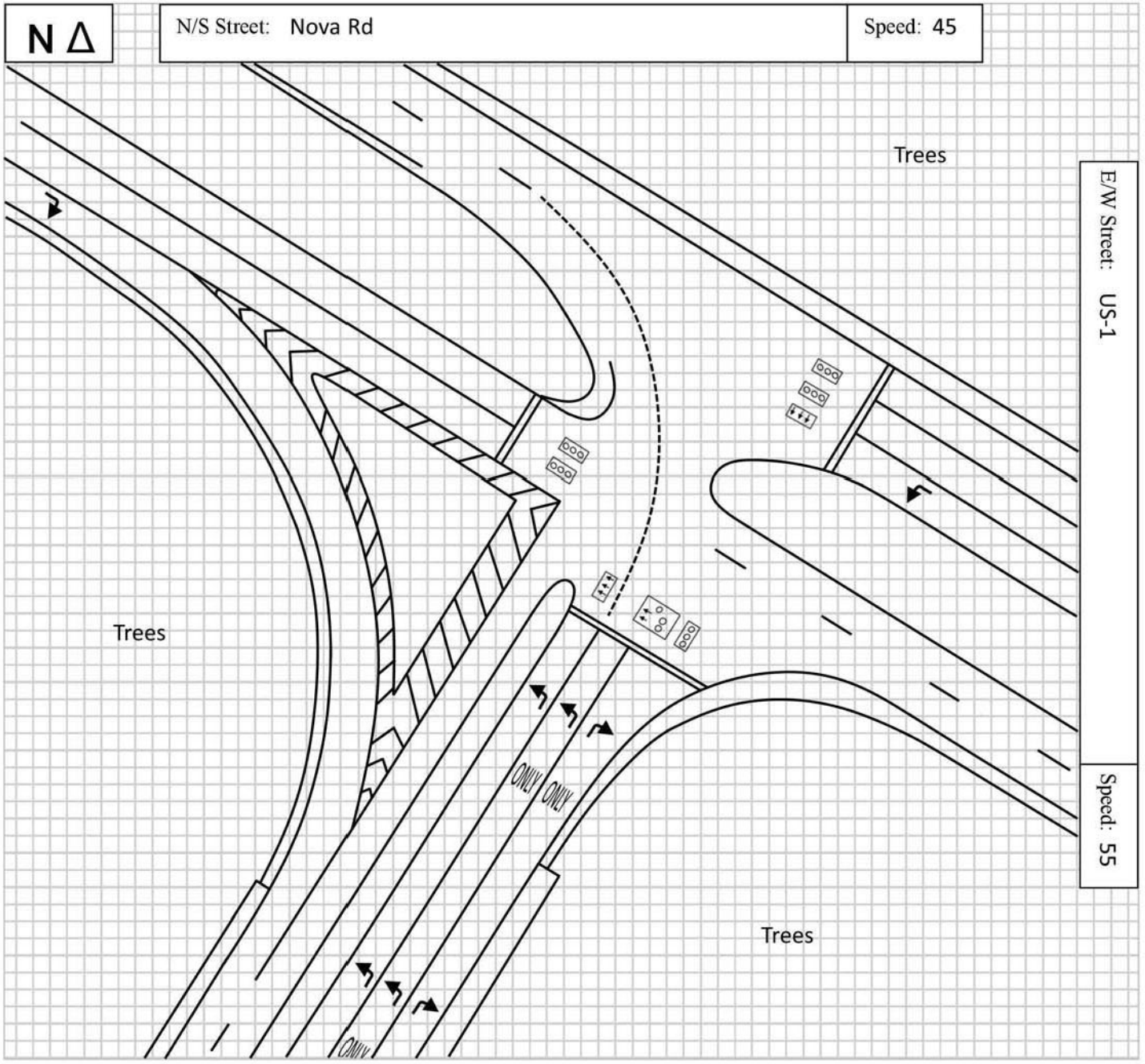
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106405/06

Date: 3/2/2023

City: Ormond Beach

County: Volusia



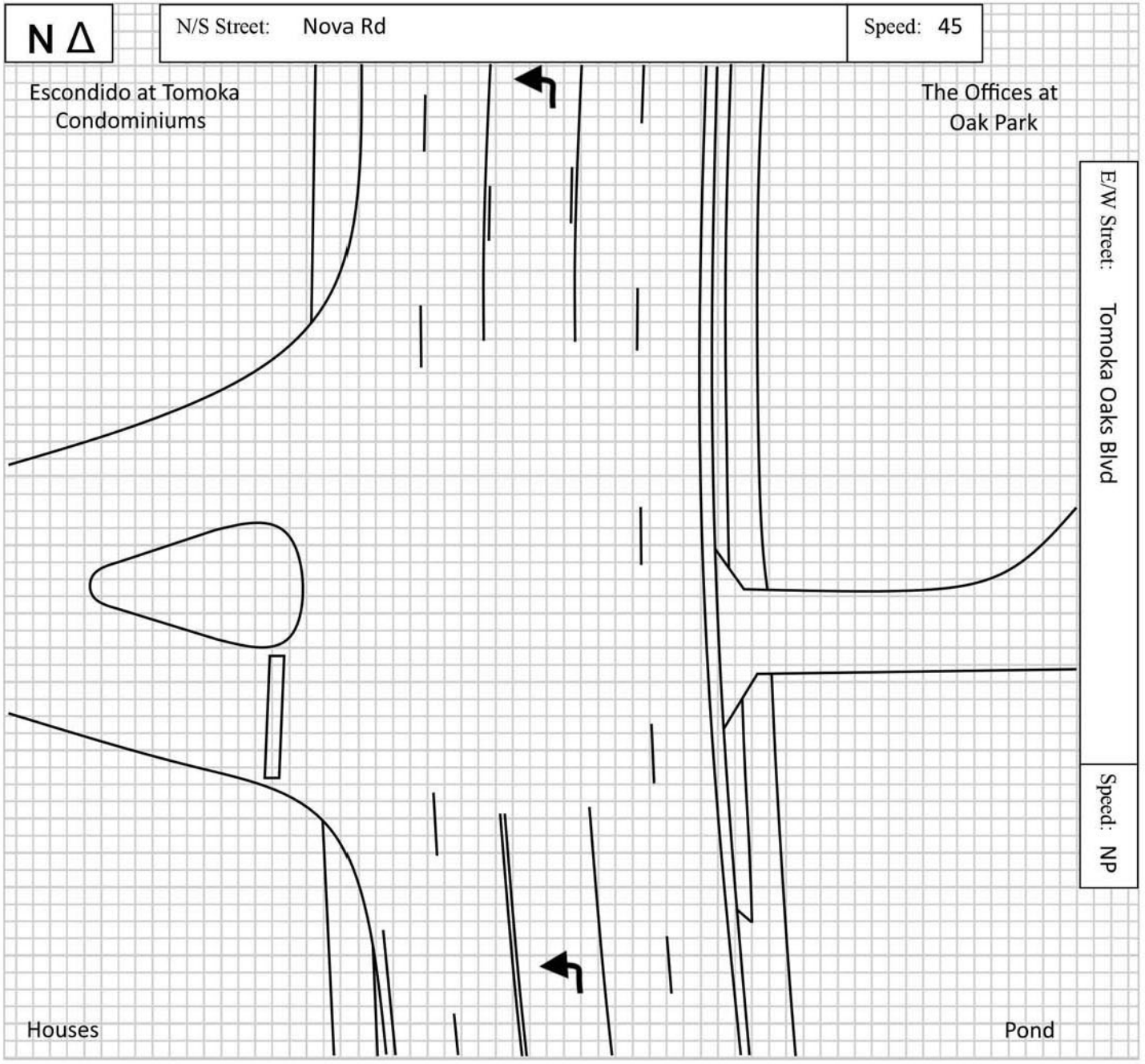
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106413/14

Date: 3/2/2023

City: Ormond Beach

County: Volusia



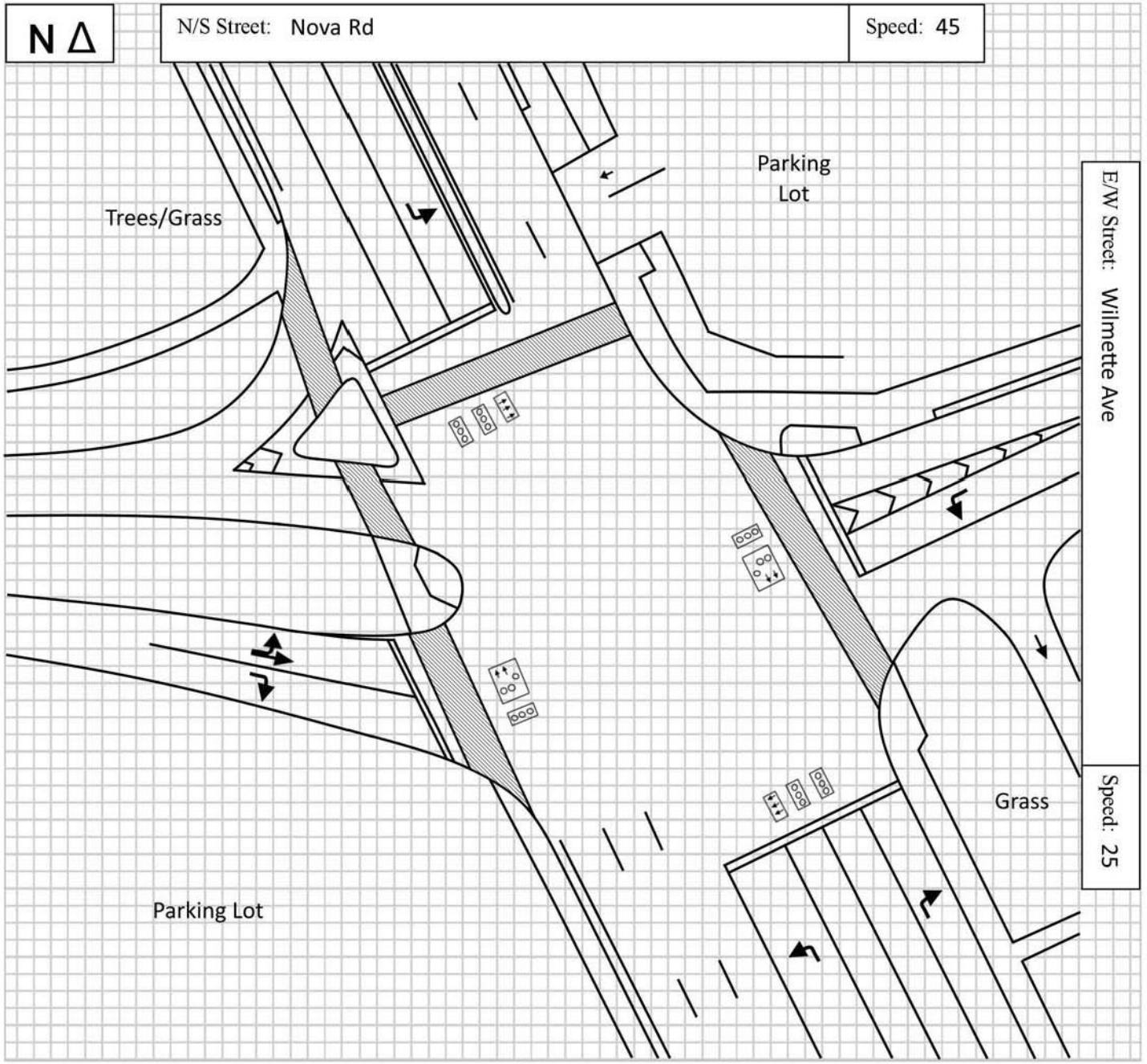
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106403/04

Date: 3/2/2023

City: Ormond Beach

County: Volusia



Quality Counts
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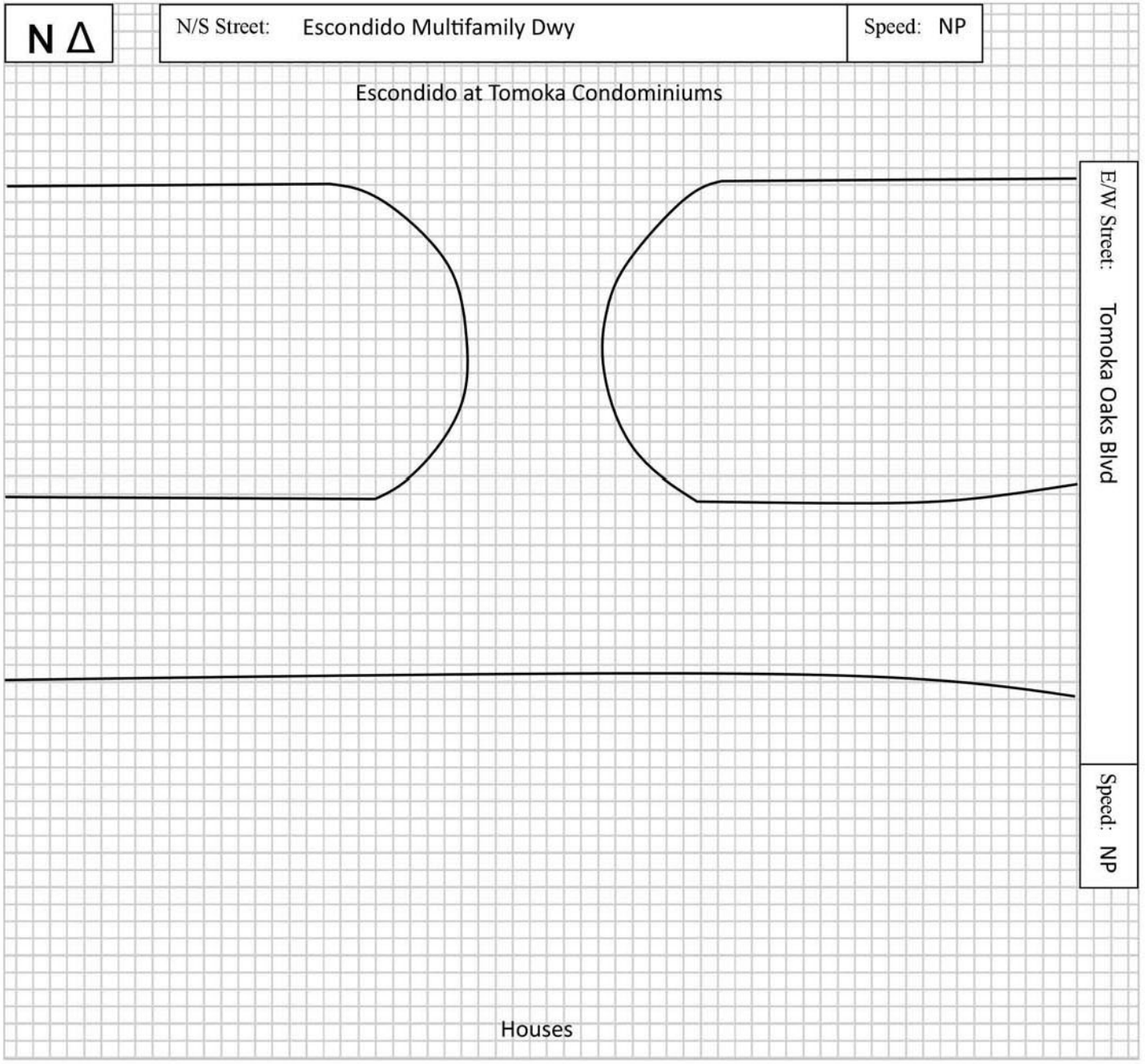
Site Code: 16106415/16

Date: 3/2/2023

City: Ormond Beach

County: Volusia



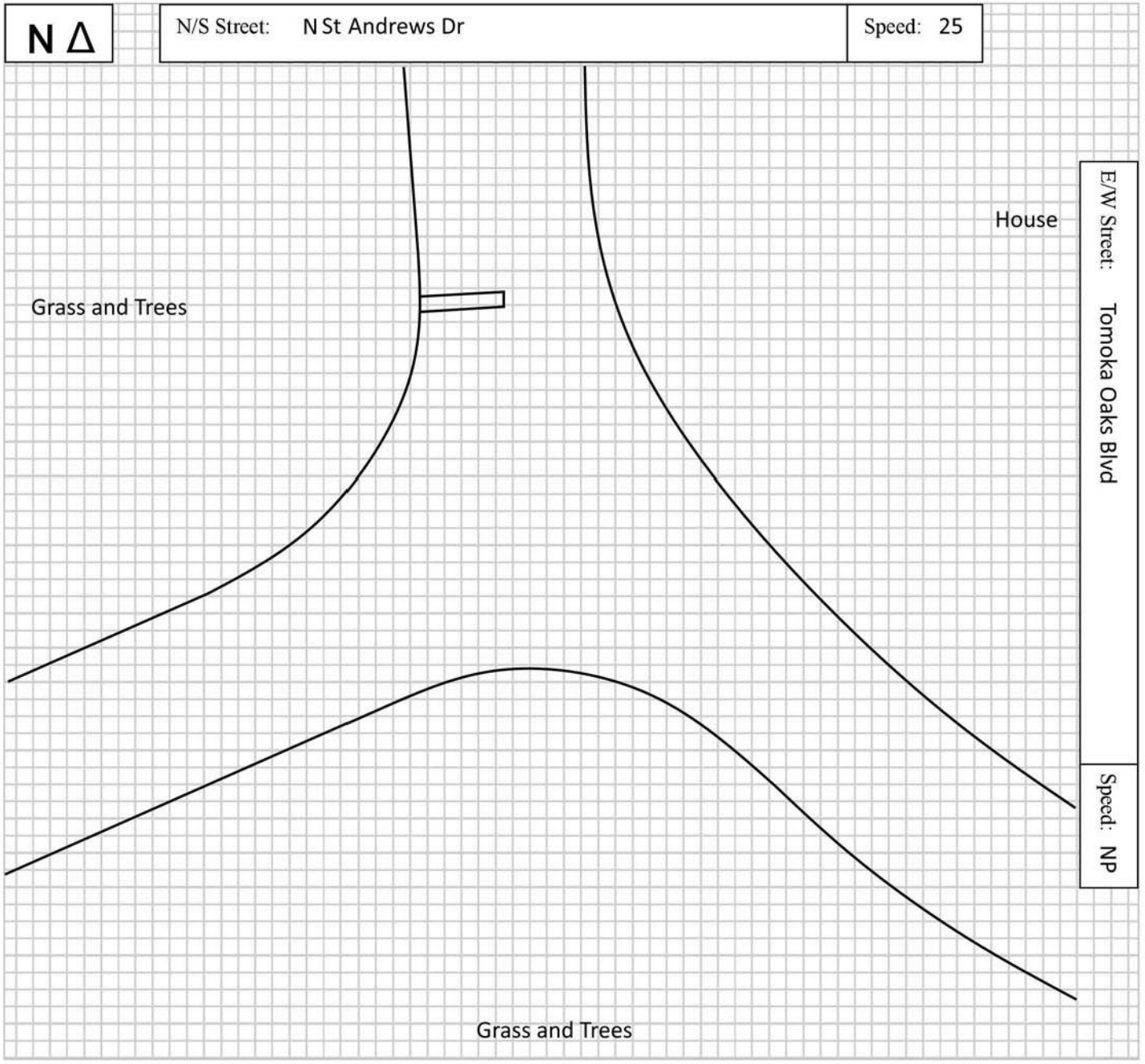
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106417/18

Date: 3/2/2023

City: Ormond Beach

County: Volusia



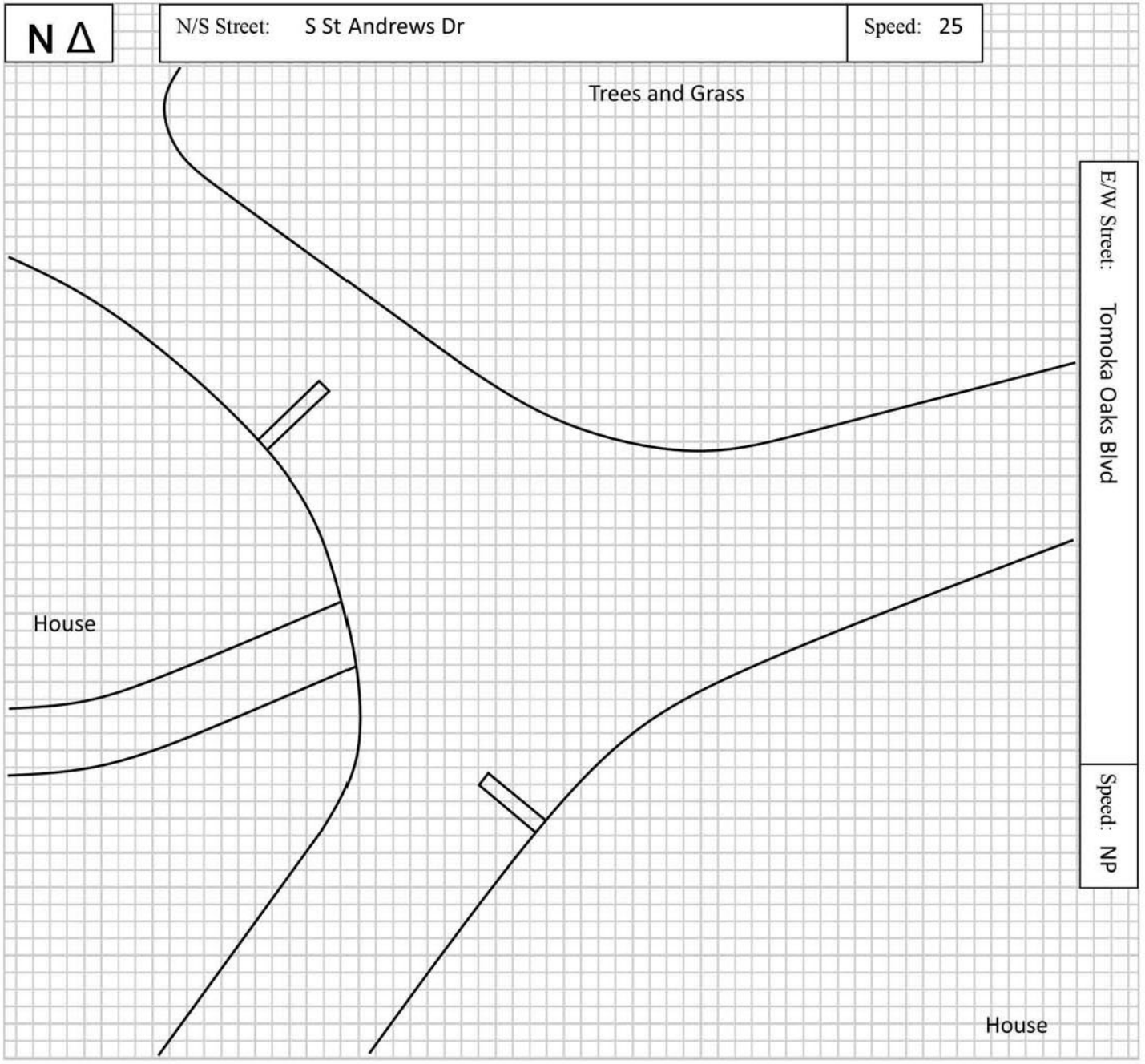
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106419/20

Date: 3/2/2023

City: Ormond Beach

County: Volusia



Quality Counts
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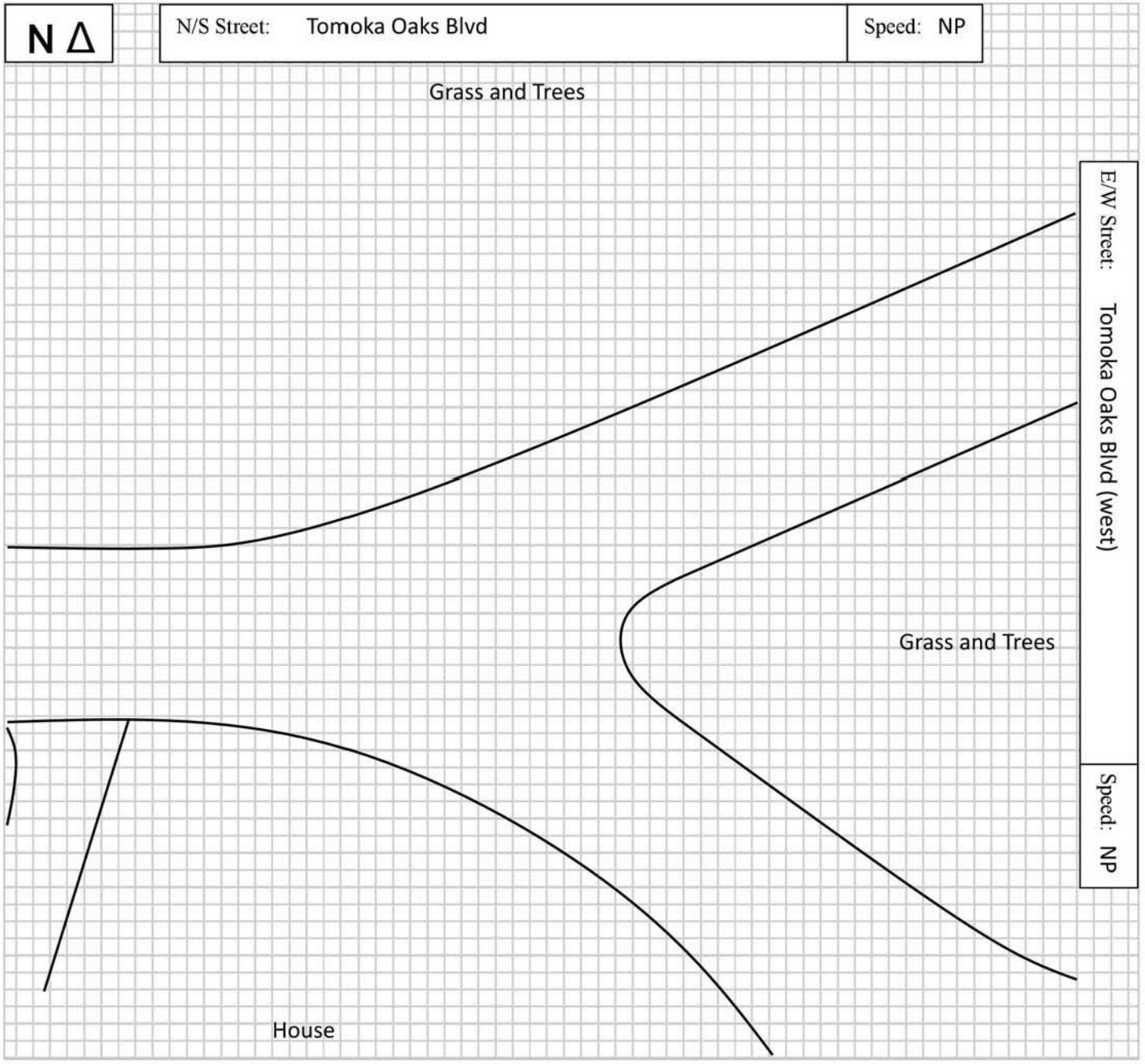
Site Code: 16106421/22

Date: 3/2/2023

City: Ormond Beach

County: Volusia



Quality Counts
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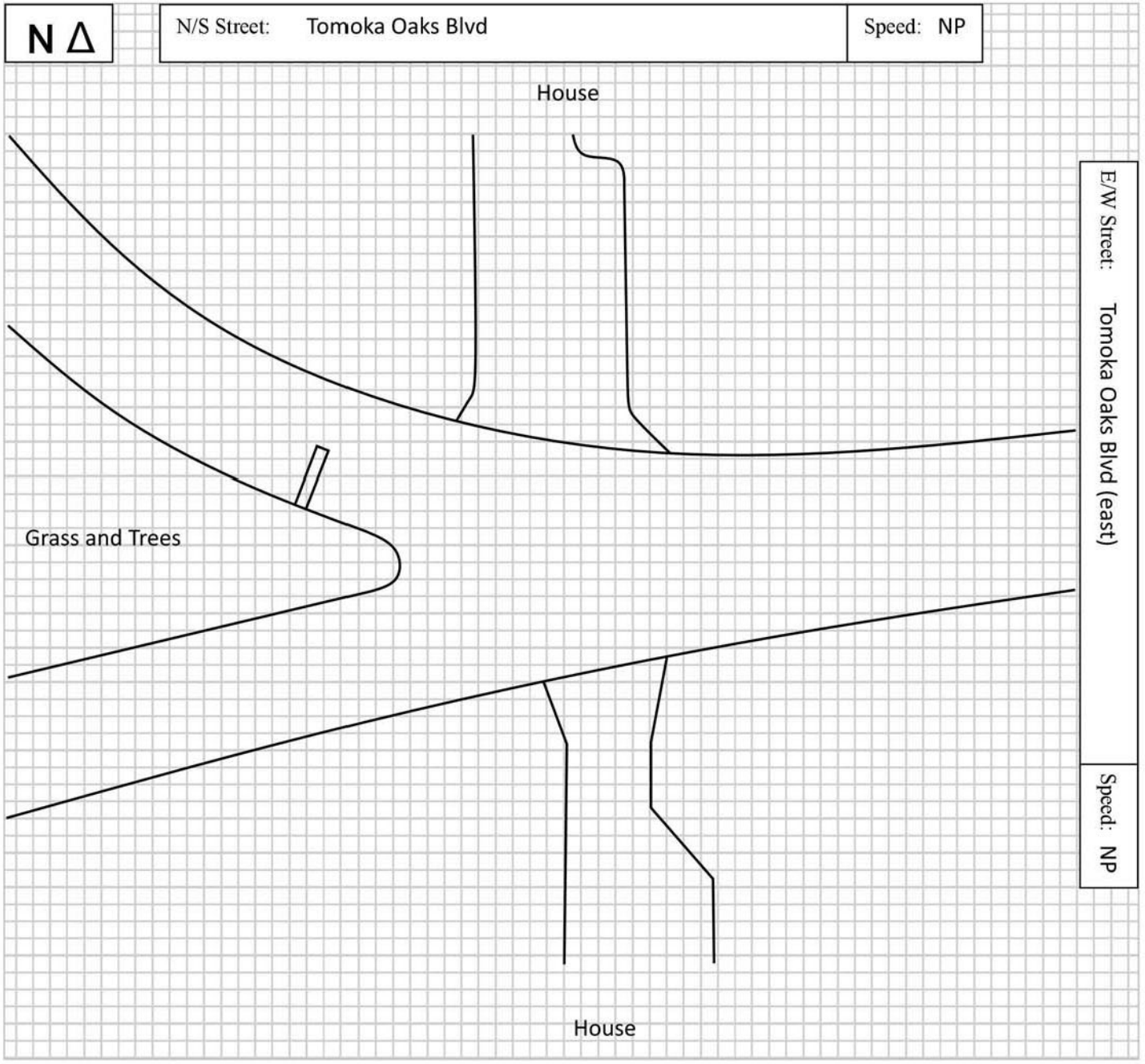
Site Code: 16106423/24

Date: 3/2/2023

City: Ormond Beach

County: Volusia



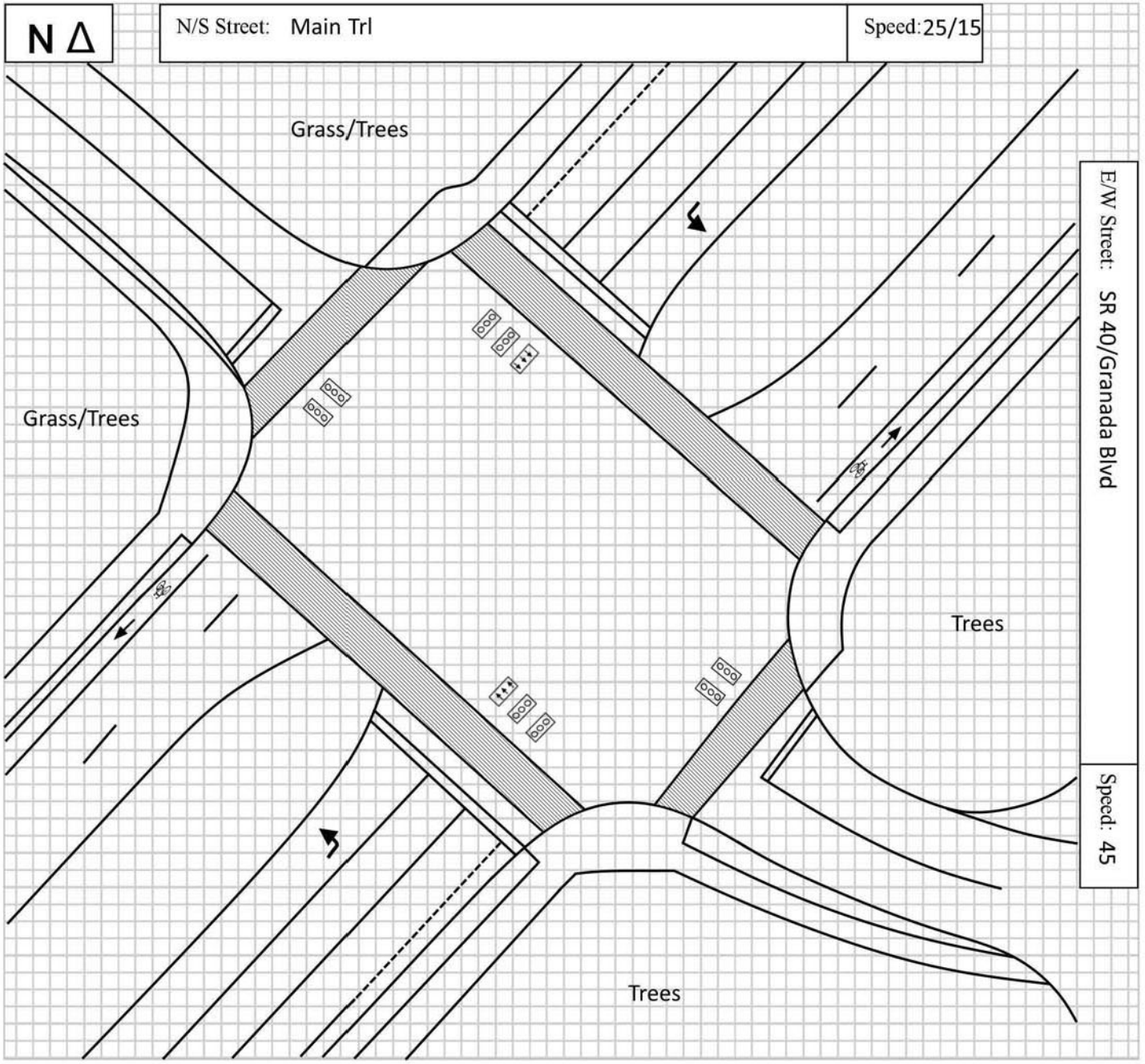
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106401/02

Date: 3/2/2023

City: Ormond Beach

County: Volusia



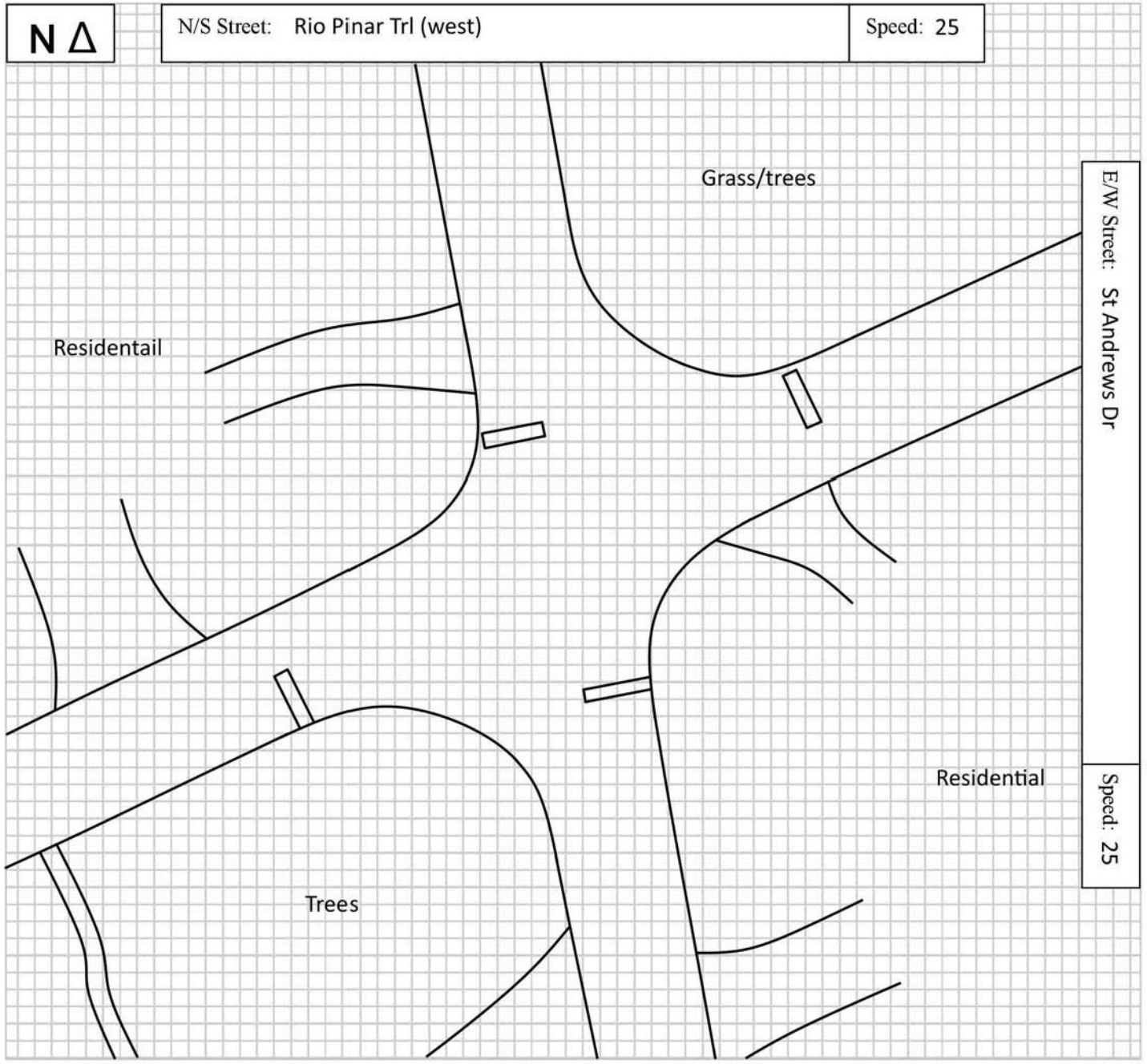
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106409/10

Date: 3/2/2023

City: Ormond Beach

County: Volusia



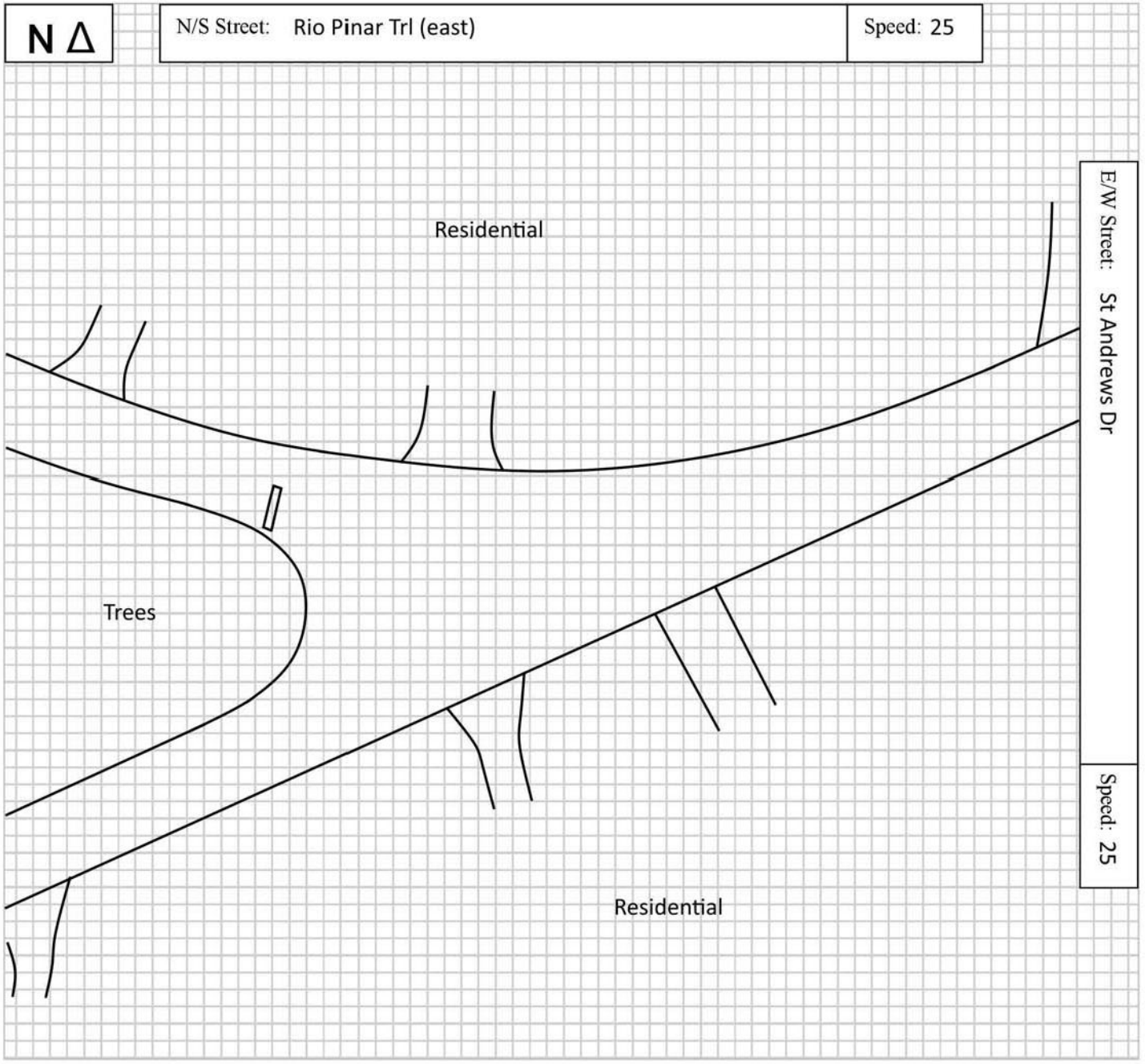
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106407/08

Date: 3/2/2023

City: Ormond Beach

County: Volusia



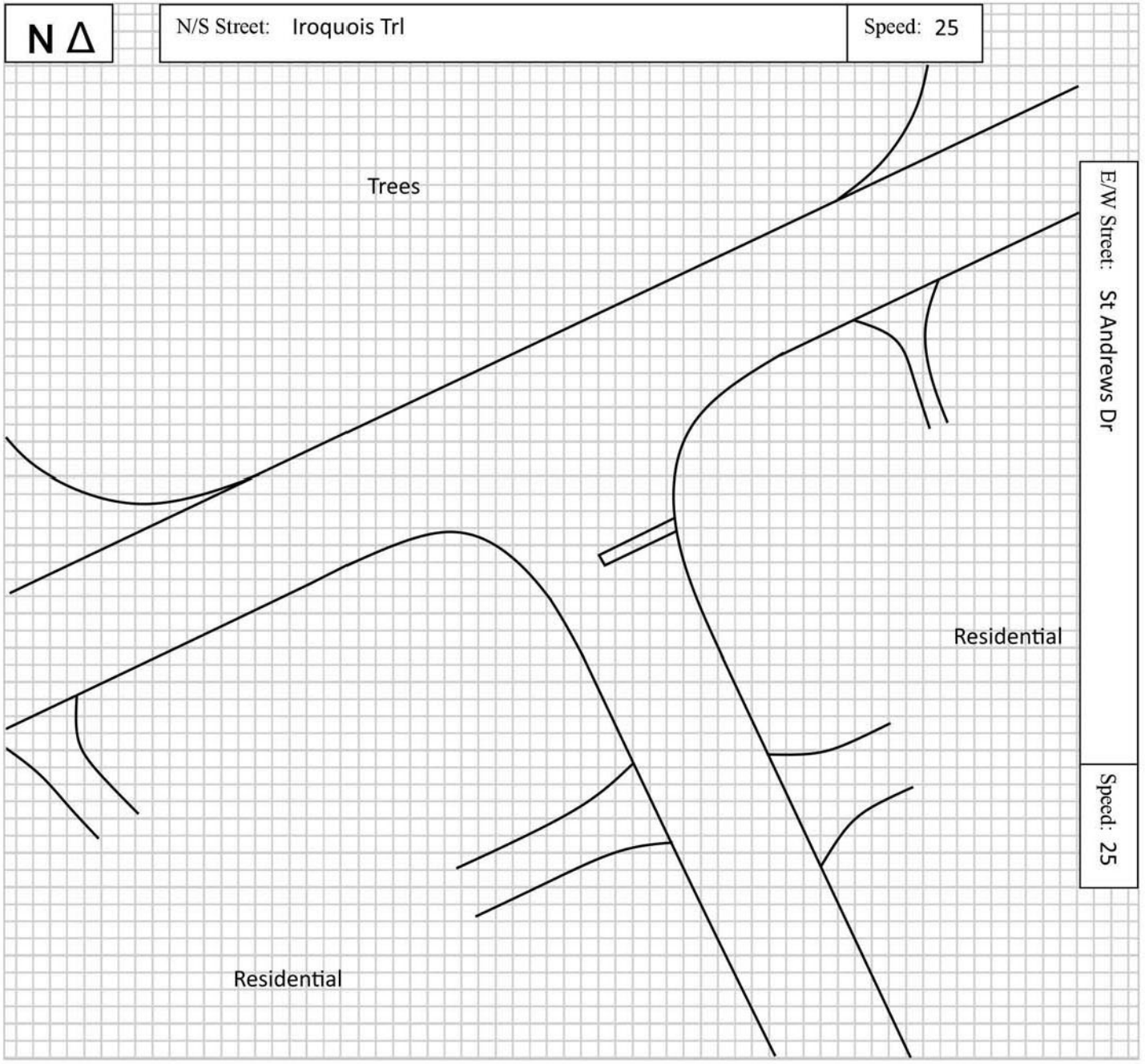
Quality Counts
DATA THAT DRIVES COMMUNITIES

Site Code: 16106411/12

Date: 3/2/2023

City: Ormond Beach

County: Volusia



2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900 VOLUSIA COUNTYWIDE

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.01	1.04
2	01/03/2021 - 01/09/2021	1.04	1.07
3	01/10/2021 - 01/16/2021	1.06	1.09
4	01/17/2021 - 01/23/2021	1.05	1.08
5	01/24/2021 - 01/30/2021	1.04	1.07
6	01/31/2021 - 02/06/2021	1.03	1.06
7	02/07/2021 - 02/13/2021	1.02	1.05
8	02/14/2021 - 02/20/2021	1.00	1.03
9	02/21/2021 - 02/27/2021	0.99	1.02
*10	02/28/2021 - 03/06/2021	0.97	1.00
*11	03/07/2021 - 03/13/2021	0.95	0.98
*12	03/14/2021 - 03/20/2021	0.94	0.97
*13	03/21/2021 - 03/27/2021	0.95	0.98
*14	03/28/2021 - 04/03/2021	0.95	0.98
*15	04/04/2021 - 04/10/2021	0.96	0.99
*16	04/11/2021 - 04/17/2021	0.97	1.00
*17	04/18/2021 - 04/24/2021	0.98	1.01
*18	04/25/2021 - 05/01/2021	0.98	1.01
*19	05/02/2021 - 05/08/2021	0.98	1.01
*20	05/09/2021 - 05/15/2021	0.99	1.02
*21	05/16/2021 - 05/22/2021	0.99	1.02
*22	05/23/2021 - 05/29/2021	0.99	1.02
23	05/30/2021 - 06/05/2021	0.99	1.02
24	06/06/2021 - 06/12/2021	1.00	1.03
25	06/13/2021 - 06/19/2021	1.00	1.03
26	06/20/2021 - 06/26/2021	1.01	1.04
27	06/27/2021 - 07/03/2021	1.02	1.05
28	07/04/2021 - 07/10/2021	1.04	1.07
29	07/11/2021 - 07/17/2021	1.05	1.08
30	07/18/2021 - 07/24/2021	1.05	1.08
31	07/25/2021 - 07/31/2021	1.05	1.08
32	08/01/2021 - 08/07/2021	1.05	1.08
33	08/08/2021 - 08/14/2021	1.05	1.08
34	08/15/2021 - 08/21/2021	1.05	1.08
35	08/22/2021 - 08/28/2021	1.05	1.08
36	08/29/2021 - 09/04/2021	1.04	1.07
37	09/05/2021 - 09/11/2021	1.04	1.07
38	09/12/2021 - 09/18/2021	1.03	1.06
39	09/19/2021 - 09/25/2021	1.02	1.05
40	09/26/2021 - 10/02/2021	1.00	1.03
41	10/03/2021 - 10/09/2021	0.99	1.02
42	10/10/2021 - 10/16/2021	0.98	1.01
43	10/17/2021 - 10/23/2021	0.98	1.01
44	10/24/2021 - 10/30/2021	0.99	1.02
45	10/31/2021 - 11/06/2021	0.99	1.02
46	11/07/2021 - 11/13/2021	1.00	1.03
47	11/14/2021 - 11/20/2021	1.00	1.03
48	11/21/2021 - 11/27/2021	1.00	1.03
49	11/28/2021 - 12/04/2021	1.01	1.04
50	12/05/2021 - 12/11/2021	1.01	1.04
51	12/12/2021 - 12/18/2021	1.01	1.04
52	12/19/2021 - 12/25/2021	1.04	1.07
53	12/26/2021 - 12/31/2021	1.06	1.09

* PEAK SEASON

APPENDIX D

Intersections Summary Work Sheets

2023 Existing Conditions

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	75	2	79	0	0	1	42	431	3	0	673	36
Future Vol, veh/h	75	2	79	0	0	1	42	431	3	0	673	36
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	118	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	3	2	3	2	2	100	7	5	2	2	2	11
Mvmt Flow	83	2	88	0	0	1	47	479	3	0	748	40

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1102	1344	394	950	1363	241	788	0	0	482	0	0
Stage 1	768	768	-	575	575	-	-	-	-	-	-	-
Stage 2	334	576	-	375	788	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.54	6.96	7.54	6.54	8.9	4.24	-	-	4.14	-	-
Critical Hdwy Stg 1	6.56	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.02	3.33	3.52	4.02	4.3	2.27	-	-	2.22	-	-
Pot Cap-1 Maneuver	165	151	602	215	147	531	796	-	-	1077	-	-
Stage 1	358	409	-	470	501	-	-	-	-	-	-	-
Stage 2	651	500	-	618	400	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	157	142	602	174	138	531	796	-	-	1077	-	-
Mov Cap-2 Maneuver	261	264	-	289	245	-	-	-	-	-	-	-
Stage 1	337	409	-	442	471	-	-	-	-	-	-	-
Stage 2	611	471	-	525	400	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	23.4	11.8	0.9	0
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	796	-	-	366	531	1077	-	-
HCM Lane V/C Ratio	0.059	-	-	0.474	0.002	-	-	-
HCM Control Delay (s)	9.8	-	-	23.4	11.8	0	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	2.5	0	0	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	151	77	2	4	0
Future Vol, veh/h	0	151	77	2	4	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	3	9	2	2	2
Mvmt Flow	0	174	89	2	5	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	91	0	-	0	264	90
Stage 1	-	-	-	-	90	-
Stage 2	-	-	-	-	174	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1504	-	-	-	725	968
Stage 1	-	-	-	-	934	-
Stage 2	-	-	-	-	856	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1504	-	-	-	725	968
Mov Cap-2 Maneuver	-	-	-	-	725	-
Stage 1	-	-	-	-	934	-
Stage 2	-	-	-	-	856	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1504	-	-	-	725
HCM Lane V/C Ratio	-	-	-	-	0.006
HCM Control Delay (s)	0	-	-	-	10
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	6.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	3	35	74	5
Future Vol, veh/h	0	0	3	35	74	5
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	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	14	4	2
Mvmt Flow	0	0	3	39	83	6

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	42	0	-	0	23	23
Stage 1	-	-	-	-	23	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1567	-	-	-	988	1054
Stage 1	-	-	-	-	994	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1567	-	-	-	988	1054
Mov Cap-2 Maneuver	-	-	-	-	988	-
Stage 1	-	-	-	-	994	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1567	-	-	-	992
HCM Lane V/C Ratio	-	-	-	-	0.089
HCM Control Delay (s)	0	-	-	-	9
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	38	0	5	4	0	72
Future Volume (Veh/h)	38	0	5	4	0	72
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	48	0	6	5	0	90
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		186	96	96	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		186	96	96	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	97		99	99	100	92
cM capacity (veh/h)	1604		694	770	770	1085

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	48	11	90
Volume Left	48	6	0
Volume Right	0	0	90
cSH	1604	727	1085
Volume to Capacity	0.03	0.02	0.08
Queue Length 95th (ft)	2	1	7
Control Delay (s)	7.3	10.0	8.6
Lane LOS	A	B	A
Approach Delay (s)	7.3	10.0	8.6
Approach LOS		B	A

Intersection Summary			
Average Delay	8.3		
Intersection Capacity Utilization	21.1%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	1	77	39	38	75	0
Future Vol, veh/h	1	77	39	38	75	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	5	13	4	2
Mvmt Flow	1	89	45	44	86	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	89	0	-	0	158	67
Stage 1	-	-	-	-	67	-
Stage 2	-	-	-	-	91	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1506	-	-	-	829	997
Stage 1	-	-	-	-	951	-
Stage 2	-	-	-	-	928	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1506	-	-	-	828	997
Mov Cap-2 Maneuver	-	-	-	-	828	-
Stage 1	-	-	-	-	950	-
Stage 2	-	-	-	-	928	-

Approach	EB	WB	SE
HCM Control Delay, s	0.1	0	9.9
HCM LOS			A

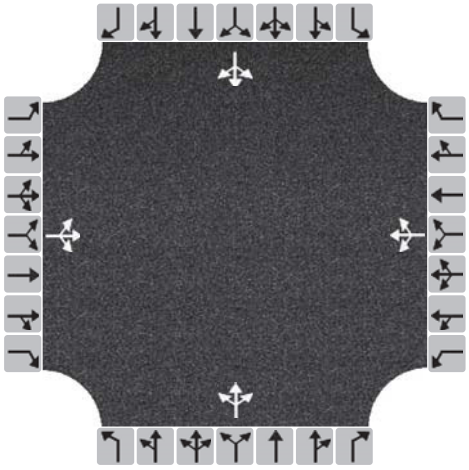
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1506	-	-	-	828
HCM Lane V/C Ratio	0.001	-	-	-	0.104
HCM Control Delay (s)	7.4	0	-	-	9.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

HCS All-Way Stop Control Report

General and Site Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2023
Analysis Time Period (hrs)	0.25
Time Analyzed	Existing A.M. Peak-hour
Project Description	5361.09 Tomoka Oaks Residential
Intersection	S St. Andrews at W Rio
Jurisdiction	Volusia
East/West Street	S St. Andrews Dr
North/South Street	W Rio Pinar Dr
Peak Hour Factor	0.86

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	0	6	15	10	3	0	3	24	16	4	50	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	24			15			50			63		
Percent Heavy Vehicles	2			2			2			25		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.022			0.013			0.044			0.056		
Final Departure Headway, h_d (s)	3.77			4.36			3.87			4.47		
Final Degree of Utilization, x	0.026			0.018			0.054			0.078		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	1.77			2.36			1.87			2.47		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	24			15			50			63		
Capacity (veh/h)	955			825			929			806		
95% Queue Length, Q_{95} (veh)	0.1			0.1			0.2			0.3		
Control Delay (s/veh)	6.9			7.4			7.1			7.8		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh) | LOS	6.9	A		7.4	A		7.1	A		7.8	A	
Intersection Delay (s/veh) | LOS	7.4						A					

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HCS Two-Way Stop-Control Report

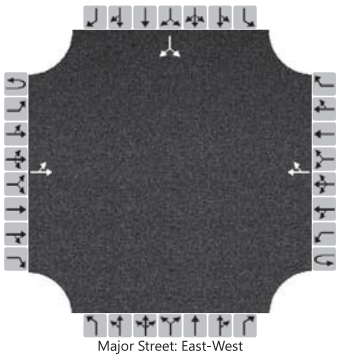
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2023
Time Analyzed	Existing A.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at E Rio
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	E Rio Pinar Dr
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		1	24				17	14						25		1
Percent Heavy Vehicles (%)		2												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1													29	
Capacity, c (veh/h)		1577													955	
v/c Ratio		0.00													0.03	
95% Queue Length, Q_{95} (veh)		0.0													0.1	
Control Delay (s/veh)		7.3	0.0												8.9	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)	0.3												8.9			
Approach LOS	A												A			

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HCS Two-Way Stop-Control Report

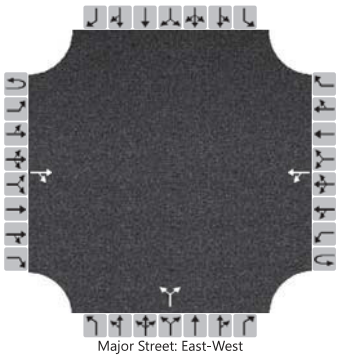
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2023
Time Analyzed	Existing A.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetioal

Site Information

Intersection	St. Andrews Dr at Iroquoi
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	Iroquois Tr
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			45	11		10	30			2		6				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						11					9					
Capacity, c (veh/h)						1543					977					
v/c Ratio						0.01					0.01					
95% Queue Length, Q_{95} (veh)						0.0					0.0					
Control Delay (s/veh)						7.3	0.1				8.7					
Level of Service (LOS)						A	A				A					
Approach Delay (s/veh)					1.9				8.7							
Approach LOS					A				A							

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Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	43	0	53	10	1	8	88	725	3	1	646	58
Future Vol, veh/h	43	0	53	10	1	8	88	725	3	1	646	58
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	118	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	4	2	2	2	2	2	2	100	2	2
Mvmt Flow	46	0	56	11	1	9	94	771	3	1	687	62

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1294	1682	375	1307	1712	387	749	0	0	774	0	0
Stage 1	720	720	-	961	961	-	-	-	-	-	-	-
Stage 2	574	962	-	346	751	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.98	7.54	6.54	6.94	4.14	-	-	6.1	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.34	3.52	4.02	3.32	2.22	-	-	3.2	-	-
Pot Cap-1 Maneuver	120	94	617	117	90	611	856	-	-	419	-	-
Stage 1	385	430	-	275	333	-	-	-	-	-	-	-
Stage 2	471	332	-	643	416	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	108	83	617	97	80	611	856	-	-	419	-	-
Mov Cap-2 Maneuver	219	195	-	187	177	-	-	-	-	-	-	-
Stage 1	343	429	-	245	296	-	-	-	-	-	-	-
Stage 2	412	295	-	583	415	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	20.1	19.8	1	0
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	856	-	-	340	263	419	-	-
HCM Lane V/C Ratio	0.109	-	-	0.3	0.077	0.003	-	-
HCM Control Delay (s)	9.7	-	-	20.1	19.8	13.6	-	-
HCM Lane LOS	A	-	-	C	C	B	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1.2	0.2	0	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	101	142	9	5	1
Future Vol, veh/h	0	101	142	9	5	1
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	3	2	11	2	100
Mvmt Flow	0	106	149	9	5	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	158	0	-	0	260	154
Stage 1	-	-	-	-	154	-
Stage 2	-	-	-	-	106	-
Critical Hdwy	4.12	-	-	-	6.42	7.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	4.2
Pot Cap-1 Maneuver	1422	-	-	-	729	688
Stage 1	-	-	-	-	874	-
Stage 2	-	-	-	-	918	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1422	-	-	-	729	688
Mov Cap-2 Maneuver	-	-	-	-	729	-
Stage 1	-	-	-	-	874	-
Stage 2	-	-	-	-	918	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1422	-	-	-	722
HCM Lane V/C Ratio	-	-	-	-	0.009
HCM Control Delay (s)	0	-	-	-	10
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	2	82	45	4
Future Vol, veh/h	1	0	2	82	45	4
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	1	0	2	86	47	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	88	0	-	0	47	45
Stage 1	-	-	-	-	45	-
Stage 2	-	-	-	-	2	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1508	-	-	-	963	1025
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	1021	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1508	-	-	-	962	1025
Mov Cap-2 Maneuver	-	-	-	-	962	-
Stage 1	-	-	-	-	976	-
Stage 2	-	-	-	-	1021	-

Approach	EB	WB	SB
HCM Control Delay, s	7.4	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1508	-	-	-	967
HCM Lane V/C Ratio	0.001	-	-	-	0.053
HCM Control Delay (s)	7.4	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	61	0	1	5	1	58
Future Volume (Veh/h)	61	0	1	5	1	58
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Hourly flow rate (vph)	72	0	1	6	1	68
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		212	144	144	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		212	144	144	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	96		100	99	100	94
cM capacity (veh/h)	1623		673	714	714	1082

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	72	7	69
Volume Left	72	1	0
Volume Right	0	0	68
cSH	1623	708	1074
Volume to Capacity	0.04	0.01	0.06
Queue Length 95th (ft)	3	1	5
Control Delay (s)	7.3	10.1	8.6
Lane LOS	A	B	A
Approach Delay (s)	7.3	10.1	8.6
Approach LOS		B	A

Intersection Summary			
Average Delay	8.0		
Intersection Capacity Utilization	20.4%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	2	55	61	81	44	1
Future Vol, veh/h	2	55	61	81	44	1
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	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	59	65	86	47	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	151	0	-	0	171	108
Stage 1	-	-	-	-	108	-
Stage 2	-	-	-	-	63	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1430	-	-	-	819	946
Stage 1	-	-	-	-	916	-
Stage 2	-	-	-	-	960	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1430	-	-	-	818	946
Mov Cap-2 Maneuver	-	-	-	-	818	-
Stage 1	-	-	-	-	915	-
Stage 2	-	-	-	-	960	-

Approach	EB	WB	SE
HCM Control Delay, s	0.3	0	9.7
HCM LOS			A

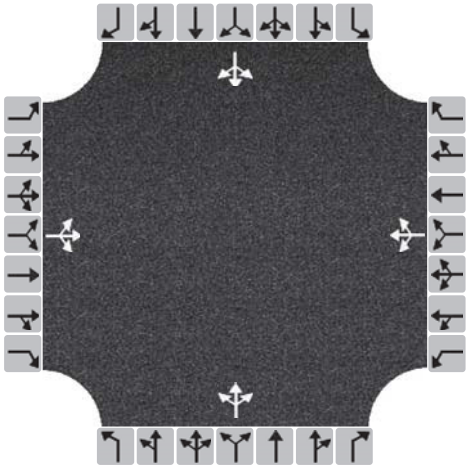
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1430	-	-	-	820
HCM Lane V/C Ratio	0.001	-	-	-	0.058
HCM Control Delay (s)	7.5	0	-	-	9.7
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2

HCS All-Way Stop Control Report

General and Site Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2023
Analysis Time Period (hrs)	0.25
Time Analyzed	Existing P.M. Peak-hour
Project Description	5361.09 Tomoka Oaks Residentail
Intersection	S St. Andrews at W Rio
Jurisdiction	Volusia
East/West Street	S St. Andrews Dr
North/South Street	W Rio Pinar Dr
Peak Hour Factor	0.91

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	1	13	10	14	6	0	14	46	17	3	25	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	26			22			85			31		
Percent Heavy Vehicles	100			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.023			0.020			0.075			0.027		
Final Departure Headway, h_d (s)	5.63			4.36			4.00			4.16		
Final Degree of Utilization, x	0.041			0.027			0.094			0.036		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.63			2.36			2.00			2.16		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	26			22			85			31		
Capacity (veh/h)	639			827			901			865		
95% Queue Length, Q_{95} (veh)	0.1			0.1			0.3			0.1		
Control Delay (s/veh)	8.9			7.5			7.4			7.3		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh) | LOS	8.9	A		7.5	A		7.4	A		7.3	A	
Intersection Delay (s/veh) | LOS	7.6						A					

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HCS Two-Way Stop-Control Report

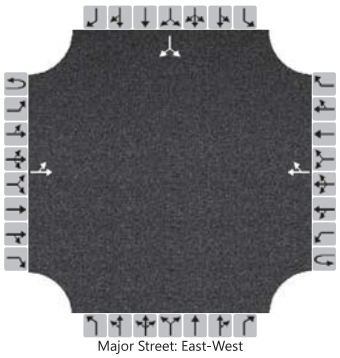
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2023
Time Analyzed	Existing P.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at E Rio
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	E Rio Pinar Dr
Peak Hour Factor	0.75
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		0	33				21	15						20		0
Percent Heavy Vehicles (%)		2												10		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.50		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.59		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0													27	
Capacity, c (veh/h)		1559													901	
v/c Ratio		0.00													0.03	
95% Queue Length, Q_{95} (veh)		0.0													0.1	
Control Delay (s/veh)		7.3	0.0												9.1	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)	0.0												9.1			
Approach LOS	A												A			

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HCS Two-Way Stop-Control Report

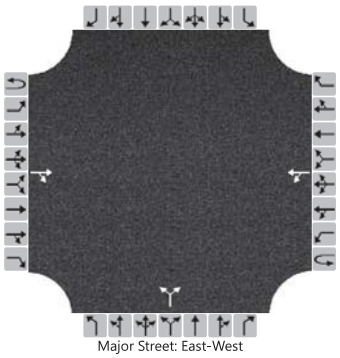
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2023
Time Analyzed	Existing P.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at Iroquoi
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	Iroquois Tr
Peak Hour Factor	0.81
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			44	9		10	35			9		10				
Percent Heavy Vehicles (%)						2				11		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.51		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.60		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						12					23					
Capacity, c (veh/h)						1537					919					
v/c Ratio						0.01					0.03					
95% Queue Length, Q_{95} (veh)						0.0					0.1					
Control Delay (s/veh)						7.4	0.1				9.0					
Level of Service (LOS)						A	A				A					
Approach Delay (s/veh)					1.7				9.0							
Approach LOS					A				A							

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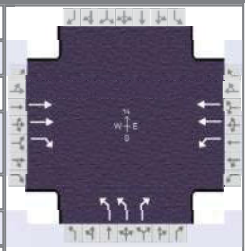
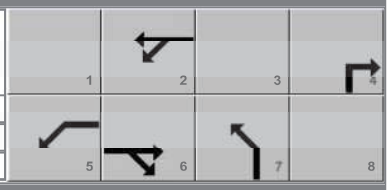
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Existing AM Peak-hour	PHF	0.89
Urban Street	US 1	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	US 1 at Nova Rd	File Name	1- US 1 at Nova Rd_existing AM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		949	639	31	750		467		69			

Signal Information												
Cycle, s	80.4	Reference Phase	2									
Offset, s	0	Reference Point	End	Green	3.2	37.5	17.0	0.0	0.0	0.0		
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	5.5	5.5	4.5	0.0	0.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	3.2	0.0	0.0	0.0		



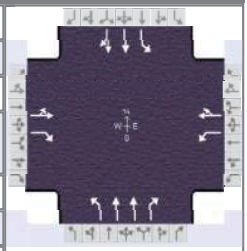
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		
Case Number		7.3	1.0	4.0		9.0		
Phase Duration, s		45.0	10.7	55.7		24.7		
Change Period, ($Y+R_c$), s		7.5	7.5	7.5		7.7		
Max Allow Headway (*MAH*), s		4.9	4.9	4.9		5.2		
Queue Clearance Time (g_s), s		23.0	2.8	12.4		13.5		
Green Extension Time (g_e), s		14.2	0.1	21.3		3.5		
Phase Call Probability		1.00	0.54	1.00		1.00		
Max Out Probability		0.68	0.00	0.54		0.07		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		6	16	5	2		7		14			
Adjusted Flow Rate (*v*), veh/h		1066	520	35	843		525		78			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1781		1781	1724		1716		1585			
Queue Service Time (g_s), s		18.4		0.8	10.4		11.5		3.3			
Cycle Queue Clearance Time (g_c), s		18.4		0.8	10.4		11.5		3.3			
Green Ratio (*g/C*)		0.47		0.53	0.60		0.21		0.21			
Capacity (*c*), veh/h		1660		287	2068		725		335			
Volume-to-Capacity Ratio (*X*)		0.642		0.121	0.408		0.723		0.231			
Back of Queue (*Q*), ft/ln (95 th percentile)		260.8		11.5	132.2		211.2		56.1			
Back of Queue (*Q*), veh/ln (95 th percentile)		10.3		0.5	5.0		8.2		2.2			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.02	0.00		0.66		0.00			
Uniform Delay (d_1), s/veh		16.4		11.8	8.5		29.5		26.3			
Incremental Delay (d_2), s/veh		0.7		0.3	0.2		2.0		0.5			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		17.1	0.0	12.0	8.7		31.5		26.8			
Level of Service (LOS)		B	A	B	A		C		C			
Approach Delay, s/veh / LOS	11.5	B		8.8	A		30.9	C		0.0		
Intersection Delay, s/veh / LOS	14.5						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.09	B	0.67	A	2.31	B	2.56	C
Bicycle LOS Score / LOS	1.80	B	1.21	A		F		

HCS Signalized Intersection Results Summary

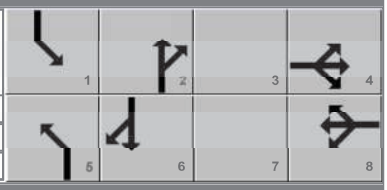
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Existing AM Peak-hour	PHF	0.93
Urban Street	Nova Rd	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Nova Rd at Wilmette Rd	File Name	3- Nova Rd at Wilmette Ave_existing AM.xus		
Project Description	5361.09 Tomoka Oaks Residentail				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	45	69	123	175	62	28	68	463	126	30	690	57

Signal Information			
Cycle, s	76.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.5	1.7	26.8	7.6	10.7	0.0	
Yellow	5.0	0.0	4.0	4.0	4.0	0.0	
Red	2.5	0.0	2.5	2.5	2.5	0.0	



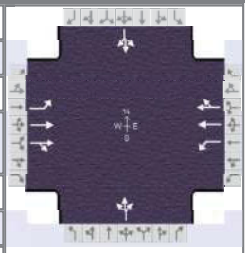
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		11.0		10.0	2.0	3.0	2.0	4.0
Phase Duration, s		14.1		17.2	11.7	35.0	10.0	33.3
Change Period, ($Y+R_c$), s		6.5		6.5	7.5	7.5	7.5	7.5
Max Allow Headway (*MAH*), s		4.3		4.3	4.0	4.9	4.0	4.9
Queue Clearance Time (g_s), s		6.9		9.8	5.1	10.2	3.4	16.1
Green Extension Time (g_e), s		0.7		0.9	0.1	10.0	0.0	9.7
Phase Call Probability		0.99		1.00	0.79	1.00	0.50	1.00
Max Out Probability		0.00		0.00	0.00	0.05	0.00	0.08

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h		123	96	188	97		73	498	41	32	407	396
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1834	1560	1767	1771		1753	1738	1585	1767	1870	1820
Queue Service Time (g_s), s		4.9	4.5	7.8	3.8		3.1	8.2	1.3	1.4	14.0	14.1
Cycle Queue Clearance Time (g_c), s		4.9	4.5	7.8	3.8		3.1	8.2	1.3	1.4	14.0	14.1
Green Ratio (*g/C*)		0.10	0.10	0.14	0.14		0.05	0.36	0.36	0.03	0.34	0.34
Capacity (*c*), veh/h		183	155	248	249		96	1254	572	58	633	616
Volume-to-Capacity Ratio (*X*)		0.672	0.617	0.757	0.389		0.762	0.397	0.071	0.560	0.643	0.643
Back of Queue (*Q*), ft/ln (95 th percentile)		108.5	85.7	165.9	76		72.7	138.3	19.7	31.7	245	236.4
Back of Queue (*Q*), veh/ln (95 th percentile)		4.3	3.3	6.5	3.0		2.8	5.3	0.8	1.2	9.6	9.5
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	1.32	2.21	0.00		0.55	0.00	0.07	0.13	0.00	0.00
Uniform Delay (d_1), s/veh		33.2	33.0	31.6	29.8		35.6	18.2	16.0	36.4	21.4	21.4
Incremental Delay (d_2), s/veh		4.2	3.9	4.7	1.0		11.7	0.3	0.1	8.2	1.6	1.6
Initial Queue Delay (d_3), s/veh		0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		37.4	36.9	36.2	30.8		47.3	18.5	16.1	44.6	22.9	23.0
Level of Service (LOS)		D	D	D	C		D	B	B	D	C	C
Approach Delay, s/veh / LOS	37.2	D		34.4	C		21.8	C		23.8	C	
Intersection Delay, s/veh / LOS	26.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.57	C	2.30	B	1.91	B	1.96	B
Bicycle LOS Score / LOS	0.85	A	0.96	A	0.99	A	1.18	A

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Existing AM Peak-hour	PHF	0.91
Urban Street	SR 40	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	SR 40 at Main Trail	File Name	9- SR 40 at Main Trail_existing AM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	100	1068	167	52	1088	20	119	34	17	28	61	165

Signal Information												
Cycle, s	113.3	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
				Green	4.2	0.8	60.7	26.5	0.0	0.0		
				Yellow	4.8	0.0	4.8	3.5	0.0	0.0		
				Red	2.8	0.0	2.0	3.3	0.0	0.0		



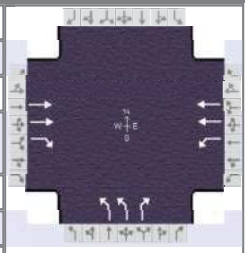
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	1.1	4.0	1.1	4.0		8.0		8.0
Phase Duration, s	12.6	68.3	11.8	67.5		33.3		33.3
Change Period, ($Y+R_c$), s	7.3	6.8	7.6	6.8		6.8		6.8
Max Allow Headway (*MAH*), s	4.0	5.0	4.0	5.0		4.5		4.5
Queue Clearance Time (g_s), s	5.1	33.2	3.6	27.5		25.6		18.8
Green Extension Time (g_e), s	0.3	28.2	0.1	30.0		0.9		1.6
Phase Call Probability	0.97	1.00	0.83	1.00		1.00		1.00
Max Out Probability	0.00	0.53	0.00	0.49		1.00		0.09

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	110	693	665	57	611	607		187			279	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1856	1768	1781	1870	1858		918			1728	
Queue Service Time (g_s), s	3.1	30.9	31.2	1.6	25.5	25.5		6.8			0.0	
Cycle Queue Clearance Time (g_c), s	3.1	30.9	31.2	1.6	25.5	25.5		23.6			16.8	
Green Ratio (*g/C*)	0.58	0.54	0.54	0.57	0.54	0.54		0.23			0.23	
Capacity (*c*), veh/h	289	1007	959	229	1002	995		268			439	
Volume-to-Capacity Ratio (*X*)	0.381	0.688	0.693	0.249	0.609	0.610		0.696			0.636	
Back of Queue (*Q*), ft/ln (95 th percentile)	54.1	463.5	440	28.2	394.2	386		239.6			302.5	
Back of Queue (*Q*), veh/ln (95 th percentile)	2.1	18.1	17.6	1.1	15.5	15.4		9.4			11.9	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.19	0.00	0.00	0.10	0.00	0.00		0.00			0.00	
Uniform Delay (d_1), s/veh	14.3	18.9	19.0	16.1	18.1	18.1		43.4			39.9	
Incremental Delay (d_2), s/veh	0.8	1.4	1.5	0.6	0.9	0.9		5.6			2.3	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Control Delay (*d*), s/veh	15.2	20.3	20.5	16.7	19.0	19.0		49.1			42.2	
Level of Service (LOS)	B	C	C	B	B	B		D			D	
Approach Delay, s/veh / LOS	20.0	B		18.9	B		49.1	D		42.2	D	
Intersection Delay, s/veh / LOS	23.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.67	B	2.30	B	2.30	B
Bicycle LOS Score / LOS	1.70	B	1.54	B	0.80	A	0.95	A

HCS Signalized Intersection Results Summary

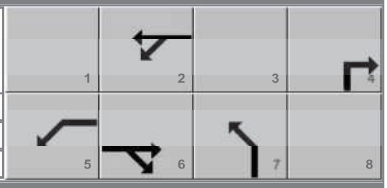
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Existing PM Peak-hour	PHF	0.95
Urban Street	US 1	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	US 1 at Nova Rd	File Name	1.1- US 1 at Nova Rd_existing PM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		960	631	65	962		680		60			

Signal Information			
Cycle, s	87.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.9	37.0	22.7	0.0	0.0	0.0
Yellow	5.5	5.5	4.5	0.0	0.0	0.0
Red	2.0	2.0	3.2	0.0	0.0	0.0



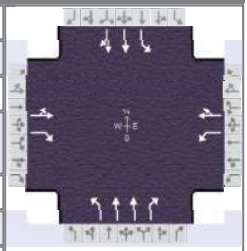
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		
Case Number		7.3	1.0	4.0		9.0		
Phase Duration, s		44.5	12.4	56.8		30.4		
Change Period, ($Y+R_c$), s		7.5	7.5	7.5		7.7		
Max Allow Headway (*MAH*), s		4.9	4.9	4.9		5.1		
Queue Clearance Time (g_s), s		23.8	3.7	17.1		18.8		
Green Extension Time (g_e), s		12.8	0.2	19.8		3.9		
Phase Call Probability		1.00	0.81	1.00		1.00		
Max Out Probability		0.71	0.00	0.62		0.35		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		6	16	5	2		7		14			
Adjusted Flow Rate (*v*), veh/h		1011	479	68	1013		716		63			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1781		1781	1781		1730		1585			
Queue Service Time (g_s), s		19.9		1.7	15.1		16.8		2.7			
Cycle Queue Clearance Time (g_c), s		19.9		1.7	15.1		16.8		2.7			
Green Ratio (*g/C*)		0.42		0.50	0.57		0.26		0.26			
Capacity (*c*), veh/h		1509		290	2013		901		413			
Volume-to-Capacity Ratio (*X*)		0.670		0.236	0.503		0.794		0.153			
Back of Queue (*Q*), ft/ln (95 th percentile)		294.9		28.2	209.4		291.6		45.7			
Back of Queue (*Q*), veh/ln (95 th percentile)		11.6		1.1	8.2		11.5		1.8			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.04	0.00		0.91		0.00			
Uniform Delay (d_1), s/veh		20.2		14.4	11.5		30.1		24.8			
Incremental Delay (d_2), s/veh		0.9		0.6	0.3		3.3		0.2			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		21.1	0.0	15.0	11.8		33.4		25.1			
Level of Service (LOS)		C	A	B	B		C		C			
Approach Delay, s/veh / LOS	14.3	B		12.0	B		32.7	C		0.0		
Intersection Delay, s/veh / LOS	17.9						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.10	B	0.68	A	2.31	B	2.56	C
Bicycle LOS Score / LOS	1.72	B	1.38	A		F		

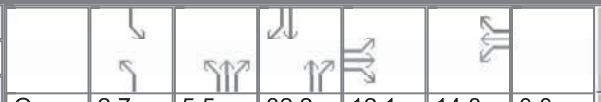
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Existing PM Peak-hour	PHF	0.95
Urban Street	Nova Rd	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Nova Rd at Wilmette Rd	File Name	3.1- Nova Rd at Wilmette Ave_existing PM.xus		
Project Description	5361.09 Tomoka Oaks Residentail				

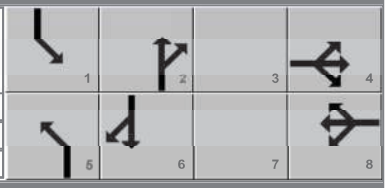


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	98	80	99	217	105	27	115	750	172	28	656	75

Signal Information			
Cycle, s	94.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.7	5.5	32.2	12.1	14.8	0.0
Yellow	5.0	0.0	4.0	4.0	4.0	0.0
Red	2.5	0.0	2.5	2.5	2.5	0.0



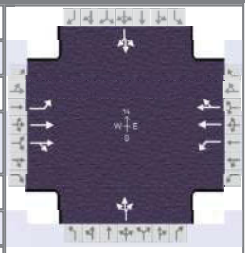
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		11.0		10.0	2.0	3.0	2.0	4.0
Phase Duration, s		18.6		21.3	15.7	44.2	10.2	38.7
Change Period, ($Y+R_c$), s		6.5		6.5	7.5	7.5	7.5	7.5
Max Allow Headway (*MAH*), s		4.3		4.2	4.0	5.0	4.0	5.0
Queue Clearance Time (g_s), s		11.4		13.7	8.3	18.4	3.5	18.7
Green Extension Time (g_e), s		0.7		1.1	0.2	12.5	0.0	12.4
Phase Call Probability		1.00		1.00	0.96	1.00	0.54	1.00
Max Out Probability		0.00		0.04	0.00	0.20	0.00	0.21

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h		187	43	228	139		121	789	66	29	392	378
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1820	1585	1781	1804		1781	1781	1415	1781	1870	1803
Queue Service Time (g_s), s		9.4	2.3	11.7	6.6		6.3	16.4	2.8	1.5	16.7	16.7
Cycle Queue Clearance Time (g_c), s		9.4	2.3	11.7	6.6		6.3	16.4	2.8	1.5	16.7	16.7
Green Ratio (*g/C*)		0.13	0.13	0.16	0.16		0.09	0.39	0.39	0.03	0.33	0.33
Capacity (*c*), veh/h		234	204	280	283		155	1386	551	51	619	597
Volume-to-Capacity Ratio (*X*)		0.802	0.212	0.817	0.491		0.783	0.570	0.120	0.578	0.632	0.633
Back of Queue (*Q*), ft/ln (95 th percentile)		207	42.2	238.7	138.5		137.2	268.2	40.9	36.4	294	281.5
Back of Queue (*Q*), veh/ln (95 th percentile)		8.2	1.7	9.4	5.5		5.4	10.6	1.6	1.4	11.6	11.3
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.65	3.18	0.00		1.03	0.00	0.14	0.15	0.00	0.00
Uniform Delay (d_1), s/veh		39.9	36.8	38.5	36.3		42.2	22.6	18.5	45.3	26.7	26.7
Incremental Delay (d_2), s/veh		6.3	0.5	5.8	1.3		8.3	0.5	0.1	9.9	1.5	1.6
Initial Queue Delay (d_3), s/veh		0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		46.2	37.3	44.3	37.6		50.5	23.1	18.6	55.2	28.2	28.3
Level of Service (LOS)		D	D	D	D		D	C	B	E	C	C
Approach Delay, s/veh / LOS	44.6	D		41.8	D		26.2	C		29.3	C	
Intersection Delay, s/veh / LOS	31.4						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.61	C	2.31	B	1.91	B	2.00	B
Bicycle LOS Score / LOS	0.87	A	1.09	A	1.29	A	1.15	A

HCS Signalized Intersection Results Summary

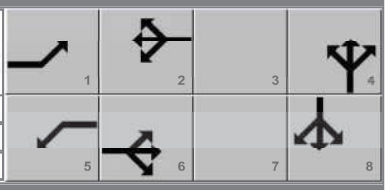
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Existing PM Peak-hour	PHF	0.93
Urban Street	SR 40	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	SR 40 at Main Trail	File Name	9.1- SR 40 at Main Trail_existing PM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	220	1396	83	7	1372	34	50	7	5	18	6	148

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	10.7	105.0	5.0	20.8	0.0	0.0
Yellow	4.8	4.8	4.8	3.5	0.0	0.0
Red	2.5	2.0	2.8	3.3	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	1.2	4.0	1.3	4.0		8.0		8.0
Phase Duration, s	18.0	129.8	12.6	124.4		27.6		27.6
Change Period, (*Y+R c*), s	7.3	6.8	7.6	7.6		6.8		6.8
Max Allow Headway (*MAH*), s	4.0	0.0	4.0	0.0		4.5		4.5
Queue Clearance Time (*g s*), s	10.0		2.0			20.4		19.8
Green Extension Time (*g e*), s	0.7	0.0	1.9	0.0		0.4		0.5
Phase Call Probability	1.00		1.00			1.00		1.00
Max Out Probability	0.00		1.00			0.82		0.61

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	237	800	790	8	758	754		67			185	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1870	1833	1781	1870	1854		688			1714	
Queue Service Time (*g s*), s	8.0	35.1	35.6	0.0	36.3	36.4		0.5			0.0	
Cycle Queue Clearance Time (*g c*), s	8.0	35.1	35.6	0.0	36.3	36.4		18.4			17.8	
Green Ratio (*g/C*)	0.69	0.72	0.72	0.64	0.69	0.69		0.12			0.12	
Capacity (*c*), veh/h	294	1353	1326	256	1285	1274		122			233	
Volume-to-Capacity Ratio (*X*)	0.805	0.591	0.596	0.029	0.590	0.592		0.545			0.793	
Back of Queue (*Q*), ft/ln (95 th percentile)	245.9	510.9	501.1	6.7	542.7	532.3		139.2			349.2	
Back of Queue (*Q*), veh/ln (95 th percentile)	9.7	20.1	20.0	0.3	21.4	21.3		5.5			13.7	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.88	0.00	0.00	0.02	0.00	0.00		0.00			0.00	
Uniform Delay (*d 1*), s/veh	22.7	11.3	11.4	19.1	14.0	14.0		73.4			73.5	
Incremental Delay (*d 2*), s/veh	5.1	1.9	2.0	0.0	2.0	2.0		3.7			12.8	
Initial Queue Delay (*d 3*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Control Delay (*d*), s/veh	27.9	13.3	13.4	19.1	16.0	16.0		77.1			86.3	
Level of Service (LOS)	C	B	B	B	B	B		E			F	
Approach Delay, s/veh / LOS	15.2	B		16.0	B		77.1	E		86.3	F	
Intersection Delay, s/veh / LOS	20.4						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.75	B	1.66	B	2.32	B	2.32	B
Bicycle LOS Score / LOS	1.99	B	1.74	B	0.60	A	0.79	A

APPENDIX E

Volusia County Signal Timings

COUNTY OF VOLUSIA TRAFFIC SIGNAL TIMING SHEET

LOCATION: US 1 & Nova Road North
Ormond Beach

FREE: X

DATE: 1/12/2022

SIGNAL #: 227

CO-ORD:

Design By: S.Castello

System #: 17

Controller Timing Chart

PHASE	1	WB 2	3	NB 4	WBL 5	EB 6	7 NBL	8	
DIRECTION	-	NB	-	EB	NBL	SB	EBL	-	
TURN TYPE	-	-	-	-	PERM/PROT	-	-	-	
MIN GREEN	-	16	-	11	6	16	11	-	
WALK	-	-	-	-	-	-	-	-	
PED CLR	-	-	-	-	-	-	-	-	
YELLOW	-	5.5	-	4.5	5.5	5.5	4.5	-	
RED CLR	-	2.0	-	3.2	2.0	2.0	3.2	-	
EXTENSION	-	4	-	4	4	4	4	-	
MAX 1	-	45	-	30	25	45	30	-	
MAX 2	-	-	-	-	-	-	-	-	
MAX 3	-	-	-	-	-	-	-	-	
DYM MAX	-	90	-	60	35	90	60	-	
DYM STP	-	10	-	10	10	10	10	-	
RECALL	-	MIN	-	-	-	MIN	-	-	
DETECTOR	-	LOCK	-	NON-LOCK	LOCK	LOCK	NON-LOCK	-	
FLASH	-	YELLOW	-	RED	RED	YELLOW	RED	-	

PATTERN	1	2	3	4	5	6	7	8	
CYCLE	-	-	-	-	-	-	-	-	
OFFSET	-	-	-	-	-	-	-	-	

PHASE	1	2	3	4	5	6	7	8	
PATTERN 1	-	-	-	-	-	-	-	-	
PATTERN 2	-	-	-	-	-	-	-	-	
PATTERN 3	-	-	-	-	-	-	-	-	
PATTERN 4	-	-	-	-	-	-	-	-	
PATTERN 5	-	-	-	-	-	-	-	-	
PATTERN 6	-	-	-	-	-	-	-	-	
PATTERN 7	-	-	-	-	-	-	-	-	

Controller IP	)	Switch IP		Camera IP	-
Controller Gateway	0	Switch Gateway		Camera Gateway	-

REMARKS:

Phase 5, FYA becomes Permitted/Protected at 9 PM.

2 4
5 6

COUNTY OF VOLUSIA TRAFFIC SIGNAL TIMING SHEET

LOCATION: Nova Rd & Main Trl / Willmette Ave
Ormond Beach

ISOLATED: X

DATE: 3/25/2021

SIGNAL #: 287

CO-ORD:

Design By: Sean Castello

System #: 17

Controller Timing Chart

PHASE	1	2	3	4	5	6	7	8
DIRECTION	SBL	NB	-	EB	NBL	SB	-	WB
TURN TYPE	PROT	-	-	SPLIT LEAD	PROT	-	-	SPLIT LAG
MIN GREEN	5	15		6	5	15		6
EXTENSION	3	4		3	3	4		3
CLEARANCE	5.0	5.0		4.0	5.0	5.0		4.0
ALL RED	2.5	2.5		2.5	2.5	2.5		2.5
WALK	-	7		-	-	7		7
FDW	-	40		-	-	40		20
MAX 1	20	50		25	20	50		25
MAX 2	-	-		-	-	-		-
MAX 3	-	90		-	-	90		-
ADJUST	-	10		-	-	10		-
RECALL	-	MIN		-	-	MIN		-
DETECTOR	LOCK	LOCK		NON-LOCK	LOCK	LOCK		NON-LOCK
FLASH	RED	YELLOW		RED	RED	YELLOW		RED
SET	-	2		-	-	2		-
CLEAR	-	2		-	-	2		-

BASE DAY		1	2	3	4	5	6	7
MON #1	TIME	00:01-00:00						
	PLAN	FREE						
TUES#1	TIME	00:01-00:00						
	PLAN	FREE						
WED #1	TIME	00:01-00:00						
	PLAN	FREE						
THU #1	TIME	00:01-00:00						
	PLAN	FREE						
FRI #1	TIME	00:01-00:00						
	PLAN	FREE						
SAT #1	TIME	00:01-00:00						
	PLAN	FREE						
SUN #1	TIME	00:01-00:00						
	PLAN	FREE						

Crosswalk Length
P2
80 Feet
P4
-
P6
141 Feet
P8
70 Feet
SIGNAL OWNER
FDOT
LED YES

CONTROLLER TYPE		CONDITION OF OVERHEAD	OK	PROM NUMBER
Econolite ASC/3		OVERHEAD STREET NAMES	NO	
PHASES:	8Φ	ILLUMINATED STREET NAMES	YES	02.65.00
CABINET TYPE	V	PRE-EMPTION	YES	IP ADDRESS
CABINET DATE	11/2009	PRE-EMPTION TYPE	GPS	

REMARKS:

4 & 8 are Split Phase

1	2	4	8
5	6		

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT FIVE
SR 40 - TSMO Signal Retiming
Volusia County
FIN 440412-1-32-02

Designed By:	J.M.
Date:	1/7/2019
Checked By:	R.A.A
Date:	1/7/2019

Section	79100	Mile Post	28.264	Node	8
Sig ID	207	Controller	Econolite ASC/3-2100	System ID	17
Maj. Street	SR 40	Orientation	E-W	SOP	7
Min. Street	Main Tr / Old Tomoka Rd	Orientation	N-S		

Pedestrians

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB		NB	WBL	EB		SB	
Speed Limit (mph)	45	45		25	45	45		25	
Vehicle Traversed Width	106	88		136	116	90		135	
Approach Grades	-0.5%	0.0%		-3.2%	0.0%	-0.5%		-1.9%	
Ped-X (curb to curb)		45		104		47		106	
Crossing Time		15		35		16		36	
Ped-X (button to curb)		18		13		21		14	
Ped-X (button to far curb)		63		117		68		120	
Crossing Time (to far curb)		21		39		23		40	

Controller Timings (seconds)

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB		NB	WBL	EB		SB	
Turn Type	Prot				Prot				
Min Green	5	15		10	5	15		10	
Ext	3.0	4.0		3.0	3.0	4.0		3.0	
Yellow Change Interval	4.8	4.8		3.5	4.8	4.8		3.5	
Red Clearance Interval	2.5	2.0		3.3	2.8	2.0		3.3	
Max I	20	60		40	20	60		40	
Max II (Timing Plan 1)	30	80		30	20	80		30	
Walk		7		7		7		7	Alternate walk and PED CL in notes below for school periods (Timing Plan 2 - TP2)
Flashing Don't Walk		15		35		16		36	
Min Splits	13.0	29.0		49.0	13.0	30.0		50.0	
Detector Memory		ON				ON			
Det. Cross Switch.									
Recall		Min				Min			
CNA									
Coord Phase		YES				YES			

Coordination Timings (seconds)

Plan	Pattern	C-O-S	Splits								Cycle Length	Offset	Seq
AM	1		23	86	-	51	18	91	-	51	160	80	1
MIDDAY	2		24	76	-	50	18	82	-	50	150	83	1
PM	3		31	107	-	32	18	120	-	32	170	22	2

Timing Plan 2

Walk		8		18		8		18			
Flashing Don't Walk		17		32		17		32			
Max II	23	80		30	11	80		30			

Notes

1. Offset referenced to end of first through movement 2 & 6
2. Program Max II (Timing Plan 1) for Patterns 1 & 2
3. Program fixed force-offs
4. Intersection runs FREE Max II & TP2 from 7:30 to 8:30 and 14:00 to 15:00 on weekdays
5. PED recall on coord phases. Program to rest in walk
6. Phase 5 lags for pattern 3, program Min recall on phase 5 for pattern 3
7. Additional programmed Max timings with the Pattern they run on are provided below

Patterns 1 & 2

Ring-1	1	2	4
Ring-2	5	6	8

Patterns 3

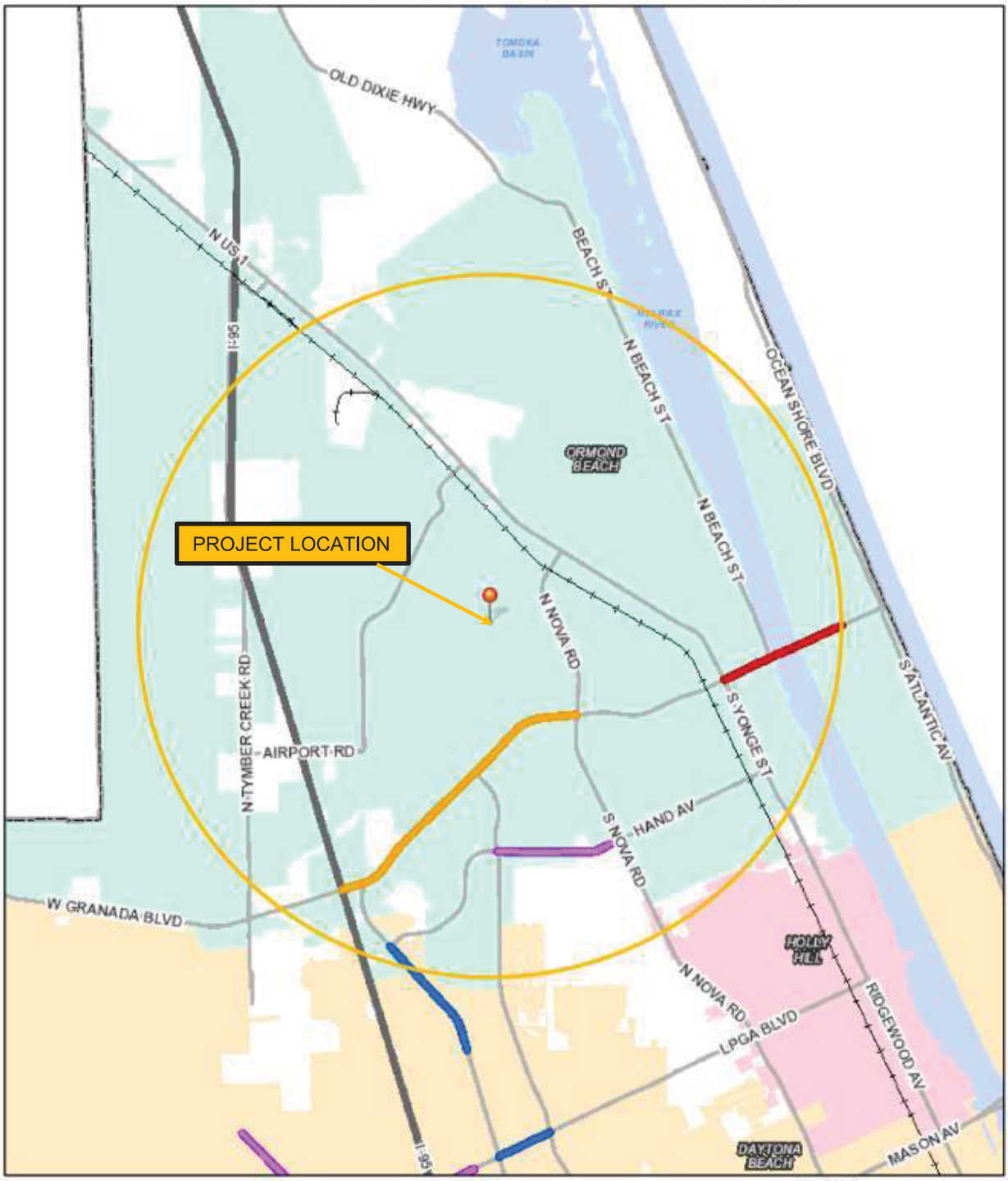
Ring-1	2	1	4
Ring-2	5	6	8

Timing Plan	Pattern	Max #	1	2	3	4	5	6	7	8
1	3	Max III	24	80	0	18	14	80	0	18

APPENDIX F

FDOT Traffic Trends Analysis & Vested Trip Information & Trip Assignments

Traffic Impact Buffer Map - 3 Mile Radius



3/13/2023, 6:00:51 PM

1:72,099

0 0.5 1 2 mi

0 1 2 4 km

Critical and Near Critical

Critical

Near Critical

Critical Vested

Near Critical Vested

Tomoka Oaks	N NTS	**3-Mile Critical/Near Critical Map**	LTG Engineering & Planning
		Project No.: 5361.02 | Figure: 3	1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

Roadway	Limits		No. of Lanes	Adopted LOS[1]	Two-Way Capacity at Adopted LOS[2]	Build Out Project Distribution	PM Peak-Hour Two-Way		
	From	To					Project Trips	Impact of LOS	3% Significant?
I-95	LPGA Blvd.	SR 40/Granada Blvd	6	D	12,310	0.0%	0	0.00%	No
	SR 40/Granada Blvd	US 1	6	D	10,510	0.0%	0	0.00%	No
US 1/Ridgewood Ave.	Hand Ave.	SR 40/Granada Blvd	4	D	3,580	6.0%	17	0.47%	No
	SR 40/Granada Blvd	SR 5A/Nova Rd.	4	D	3,580	20.0%	56	1.56%	No
	SR 5A/Nova Rd.	Airport Dr	4	D	3,580	20.0%	56	1.56%	No
	Airport Dr	I-95	4	D	3,580	15.0%	42	1.17%	No
SR 5A/Nova Rd.	LPGA Blvd.	Hand Ave.	6	D	5,390	23.0%	64	1.19%	No
	Hand Ave.	SR 40/Granada Blvd.	6	D	5,390	29.0%	81	1.50%	No
	SR 40/Granada Blvd.	Wilmette Ave	6	D	5,390	51.0%	142	2.63%	No
	Wilmette Ave	US 1	4	D	3,580	57.0%	159	4.44%	Yes
SR 40/Granada Blvd.	I 95	Clyde Morris Blvd.	4	D	3,580	12.0%	33	0.92%	No
	Clyde Morris Blvd.	Nova Rd.	4	D	3,580	17.0%	47	1.31%	No
	SR 5A/Nova Rd.	US 1	4	D	3,580	3.0%	8	0.22%	No
	US 1	Halifax Ave.	4	D	2,920	7.0%	20	0.68%	No
Clyde Morris Blvd.	SR 40	Hand Ave.	4	E	2,740	5.0%	14	0.51%	No
	Hand Ave.	LPGA Blvd.	4	E	3,410	4.0%	11	0.32%	No
Hand Ave.	Williamson Blvd.	Clyde Morris Blvd.	2	E	1,540	2.0%	6	0.39%	No
	Clyde Morris Blvd.	Shangri La Dr.	2	E	1,540	3.0%	8	0.52%	No
	Shangri La Dr.	Nova Rd.	4	E	3,410	2.0%	6	0.18%	No
	Nova Rd.	US 1	2	E	1,020	1.0%	3	0.29%	No
Williamson Blvd.	SR 40	Hand Ave.	4	E	3,410	2.0%	6	0.18%	No
	Hand Ave.	Strickland Range Rd	2	E	1,540	4.0%	11	0.71%	No
Airport Road	Tymber Creek Rd Ext.	Pineland Trl	2	E	2,200	0.0%	0	0.00%	No
	Pineland Trl	Sunshine Blvd	2	E	2,200	1.0%	3	0.14%	No
	Sunshine Blvd	US 1	2	E	2,200	3.0%	8	0.36%	No

[1] *Per Comprehensive Plan of Jurisdiction*

[2] *Per 2021 VC AADT Spreadsheet*

[3] *Per 2019 VC AADT Spreadsheet*

Critical

Near Critical

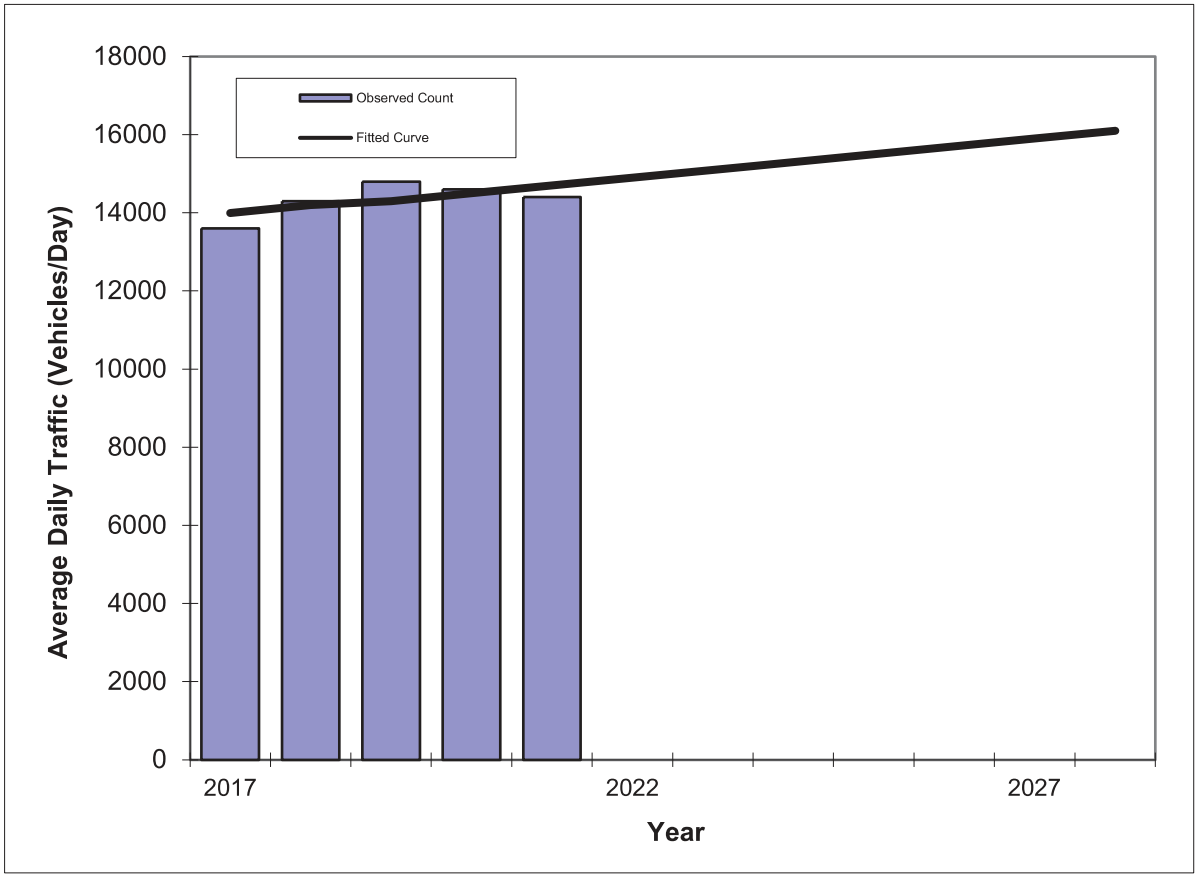
Vested Critical

Vested Near Critical

TRAFFIC TRENDS

Nova Rd -- Wilmette Ave to US 1

County:	Volusia
Station #:	459
Highway:	Nova Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	13600	14000
2018	14300	14200
2019	14800	14300
2020	14600	14500
2021	14400	14700
2023 Opening Year Trend		
2023	N/A	15100
2026 Mid-Year Trend		
2026	N/A	15700
2028 Design Year Trend		
2028	N/A	16100
TRANPLAN Forecasts/Trends		

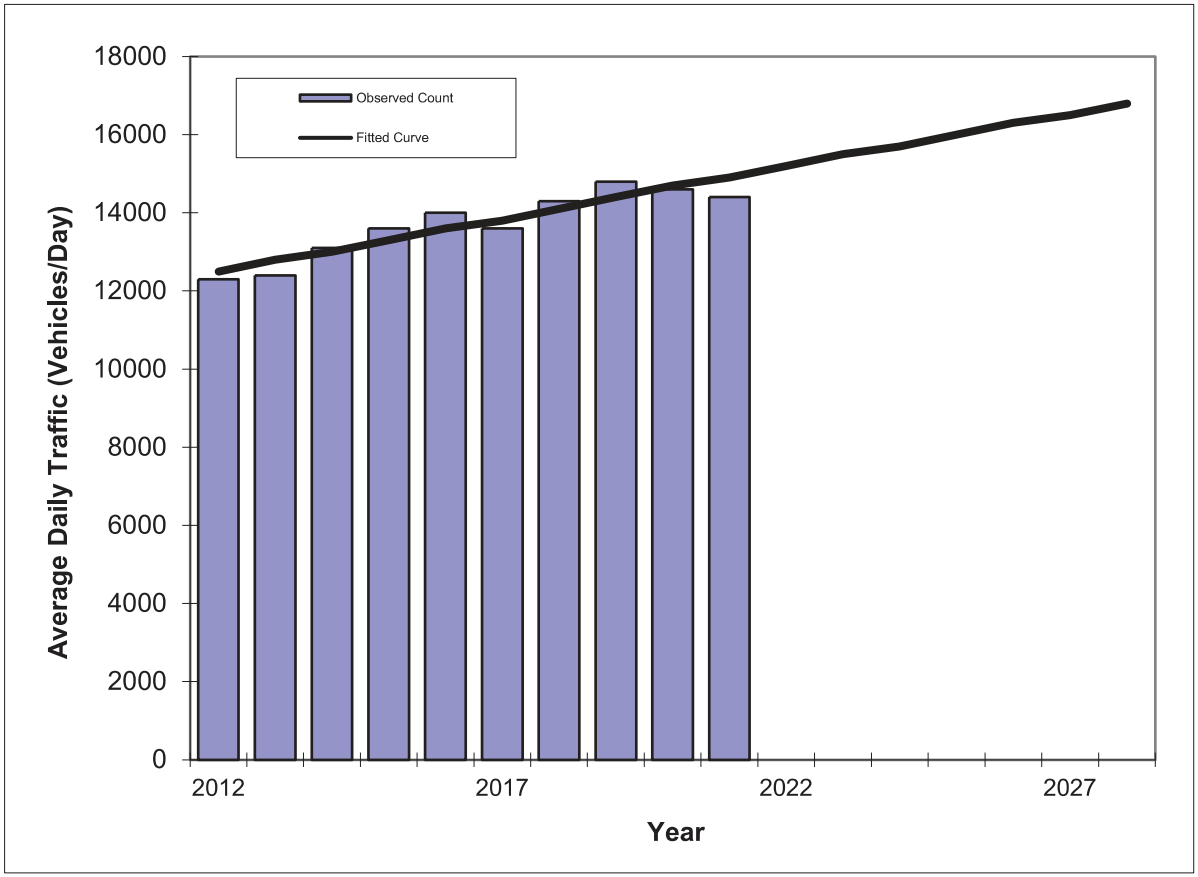
*Axle-Adjusted

** Annual Trend Increase:	190
Trend R-squared:	43.4%
Trend Annual Historic Growth Rate:	1.25%
Trend Growth Rate (2021 to Design Year):	1.36%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

Nova Rd -- Wilmette Ave to US 1

County:	Volusia
Station #:	459
Highway:	Nova Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2012	12300	12500
2013	12400	12800
2014	13100	13000
2015	13600	13300
2016	14000	13600
2017	13600	13800
2018	14300	14100
2019	14800	14400
2020	14600	14700
2021	14400	14900
2023 Opening Year Trend		
2023	N/A	15500
2026 Mid-Year Trend		
2026	N/A	16300
2028 Design Year Trend		
2028	N/A	16800
TRANPLAN Forecasts/Trends		

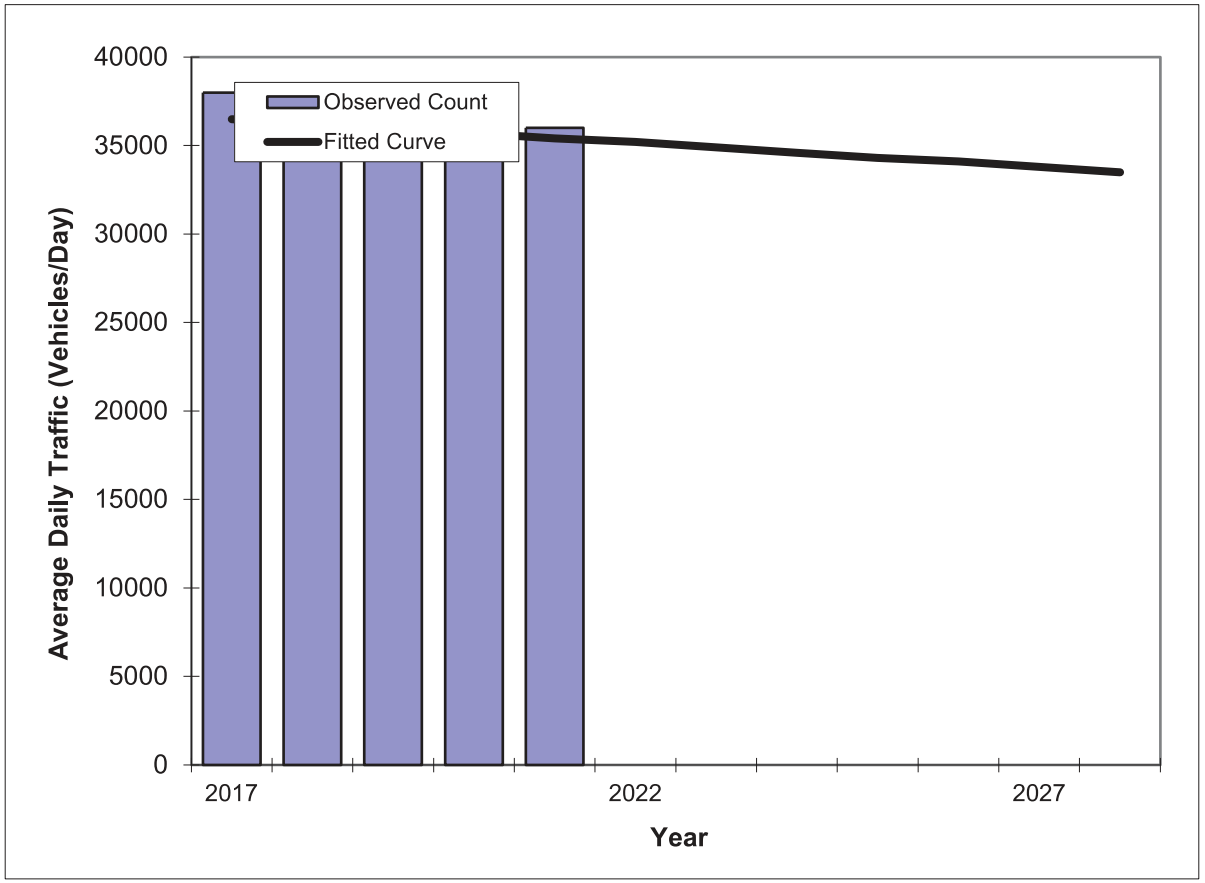
*Axle-Adjusted

** Annual Trend Increase:	270
Trend R-squared:	85.9%
Trend Annual Historic Growth Rate:	2.13%
Trend Growth Rate (2021 to Design Year):	1.82%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40 -- I-95 to Clyde Morris Boulevard

County:	Volusia
Station #:	522
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2017	38000	36500
2018	34500	36200
2019	35500	36000
2020	35800	35700
2021	36000	35400
2023 Opening Year Trend		
2023	N/A	34900
2026 Mid-Year Trend		
2026	N/A	34100
2028 Design Year Trend		
2028	N/A	33500
TRANPLAN Forecasts/Trends		

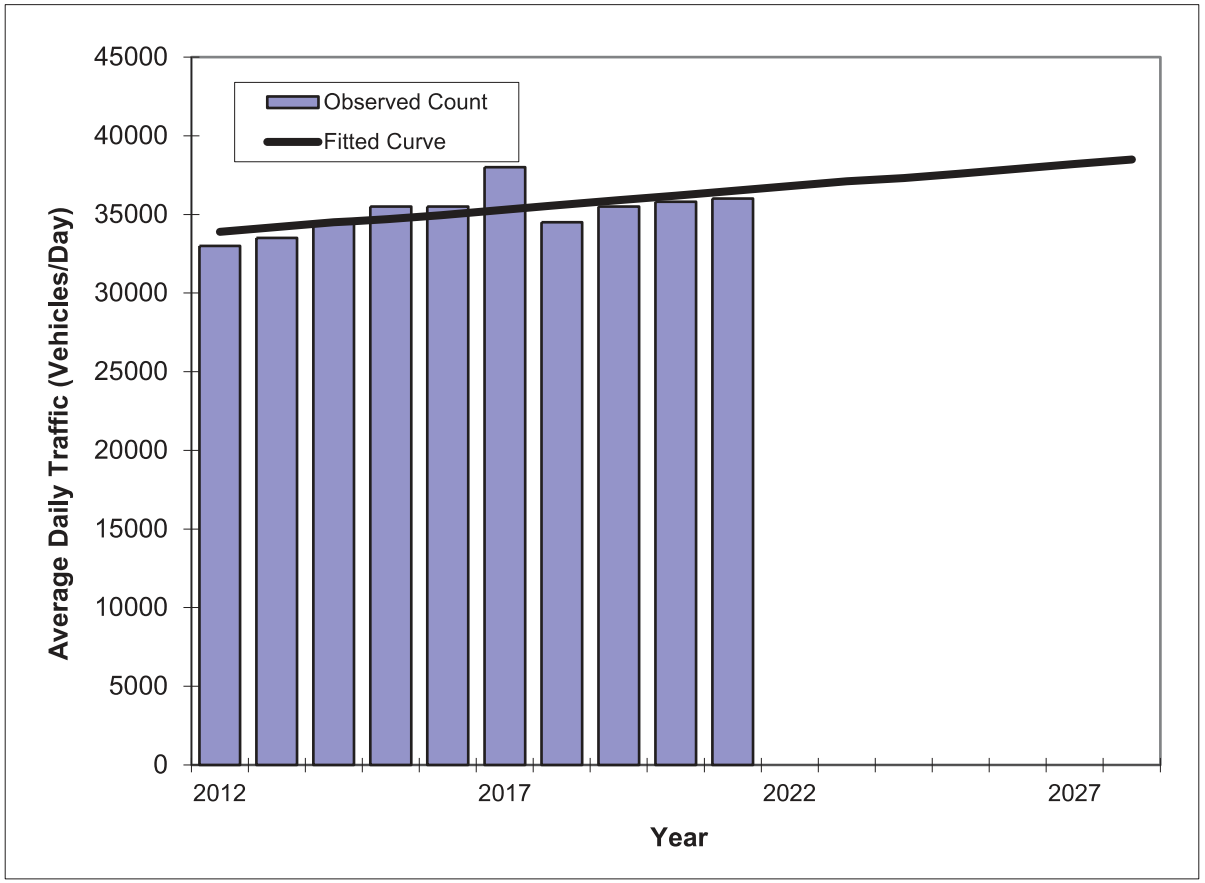
*Axle-Adjusted

** Annual Trend Increase:	-270
Trend R-squared:	11.2%
Trend Annual Historic Growth Rate:	-0.75%
Trend Growth Rate (2021 to Design Year):	-0.77%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40 -- I-95 to Clyde Morris Boulevard

County:	Volusia
Station #:	522
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2012	33000	33900
2013	33500	34200
2014	34500	34500
2015	35500	34700
2016	35500	35000
2017	38000	35300
2018	34500	35600
2019	35500	35900
2020	35800	36200
2021	36000	36500
2023 Opening Year Trend		
2023	N/A	37100
2026 Mid-Year Trend		
2026	N/A	37900
2028 Design Year Trend		
2028	N/A	38500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

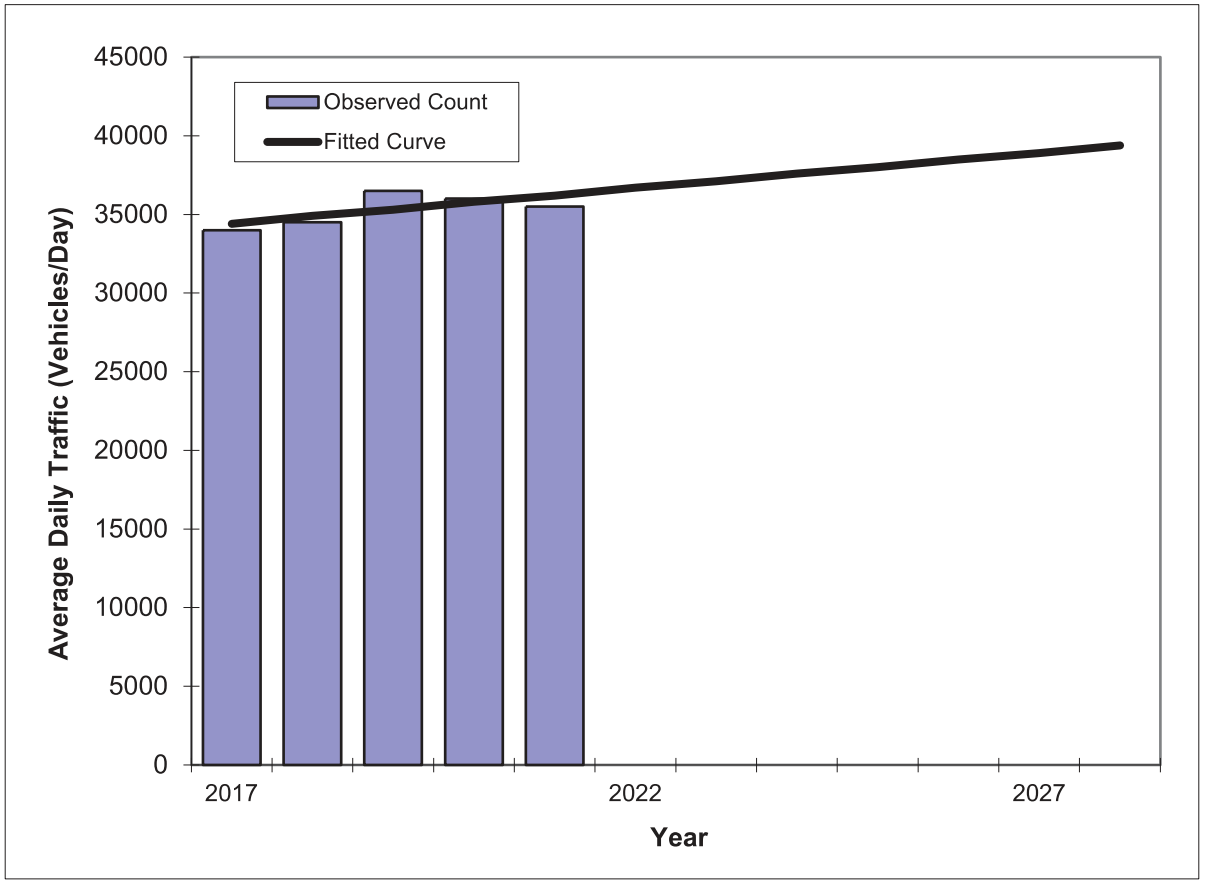
** Annual Trend Increase:	288
Trend R-squared:	38.5%
Trend Annual Historic Growth Rate:	0.85%
Trend Growth Rate (2021 to Design Year):	0.78%
Printed:	27-Mar-23

Straight Line Growth Option

TRAFFIC TRENDS

SR 40 -- Clyde Morris Boulevard to Nova Road

County:	Volusia
Station #:	489
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2017	34000	34400
2018	34500	34900
2019	36500	35300
2020	36000	35800
2021	35500	36200
2023 Opening Year Trend		
2023	N/A	37100
2026 Mid-Year Trend		
2026	N/A	38500
2028 Design Year Trend		
2028	N/A	39400
TRANPLAN Forecasts/Trends		

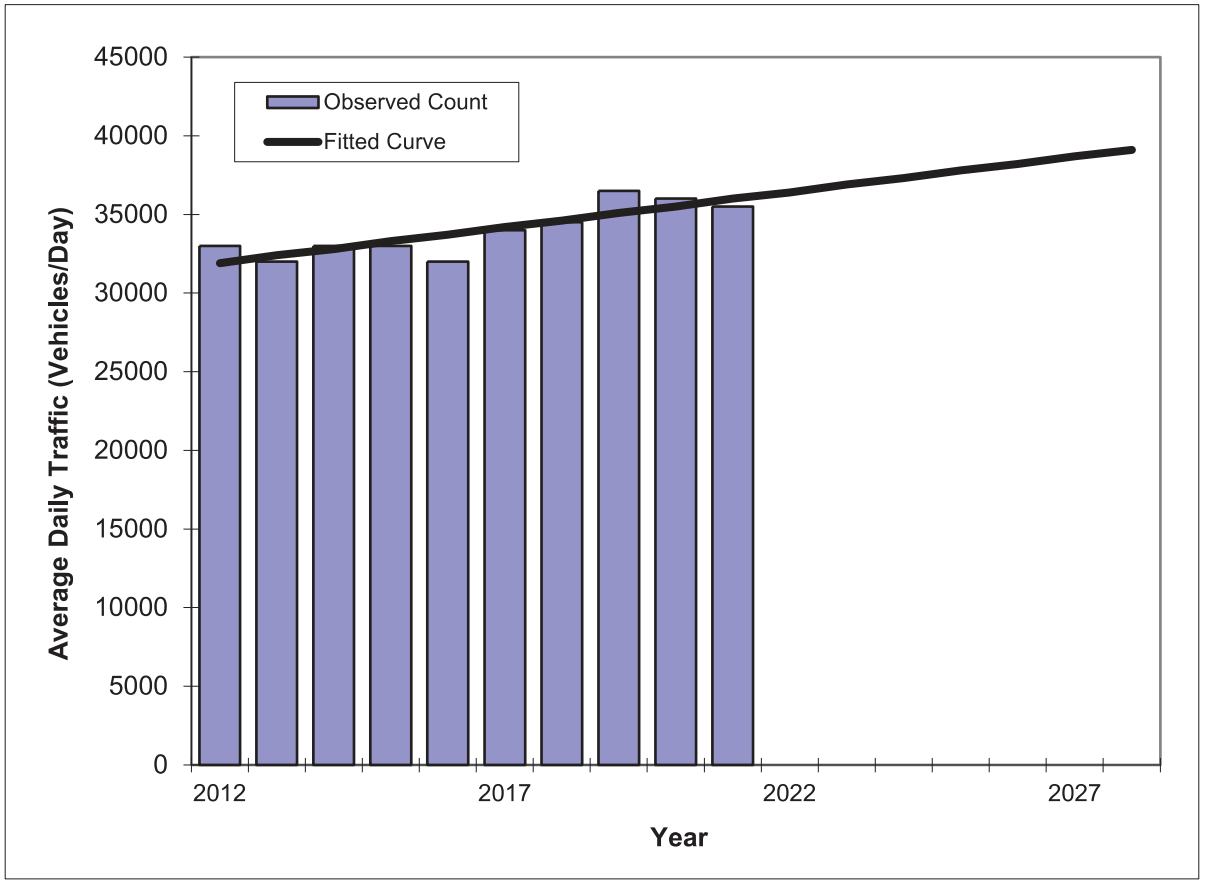
*Axle-Adjusted

** Annual Trend Increase:	450
Trend R-squared:	47.1%
Trend Annual Historic Growth Rate:	1.31%
Trend Growth Rate (2021 to Design Year):	1.26%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40 -- Clyde Morris Boulevard to Nova Road

County:	Volusia
Station #:	489
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2012	33000	31900
2013	32000	32400
2014	33000	32800
2015	33000	33300
2016	32000	33700
2017	34000	34200
2018	34500	34600
2019	36500	35100
2020	36000	35500
2021	35500	36000
2023 Opening Year Trend		
2023	N/A	36900
2026 Mid-Year Trend		
2026	N/A	38200
2028 Design Year Trend		
2028	N/A	39100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

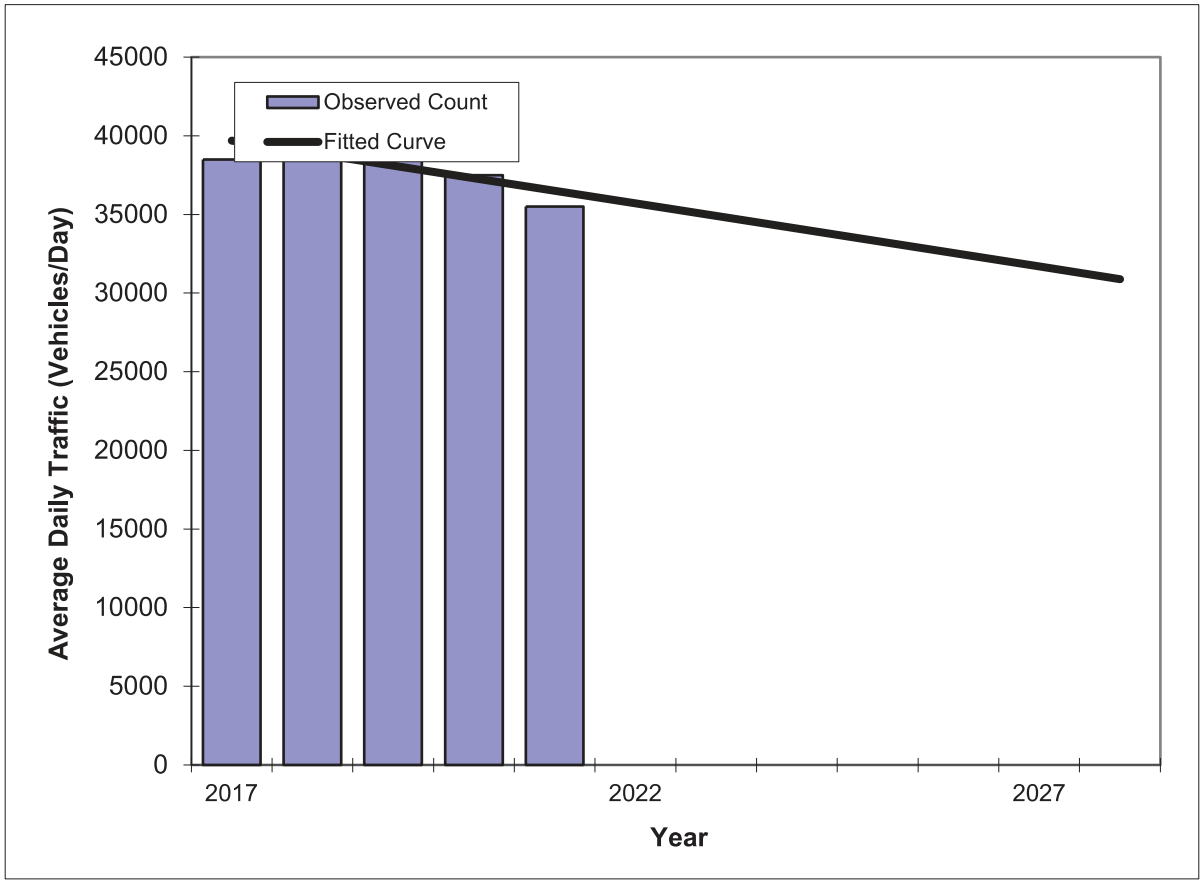
** Annual Trend Increase:	452
Trend R-squared:	70.9%
Trend Annual Historic Growth Rate:	1.43%
Trend Growth Rate (2021 to Design Year):	1.23%
Printed:	27-Mar-23

Straight Line Growth Option

TRAFFIC TRENDS

SR 40 -- US 1 to Halifax Ave

County:	Volusia
Station #:	171
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2017	38500	39700
2018	39500	38900
2019	39500	38100
2020	37500	37300
2021	35500	36500
2023 Opening Year Trend		
2023	N/A	34900
2026 Mid-Year Trend		
2026	N/A	32500
2028 Design Year Trend		
2028	N/A	30900
TRANPLAN Forecasts/Trends		

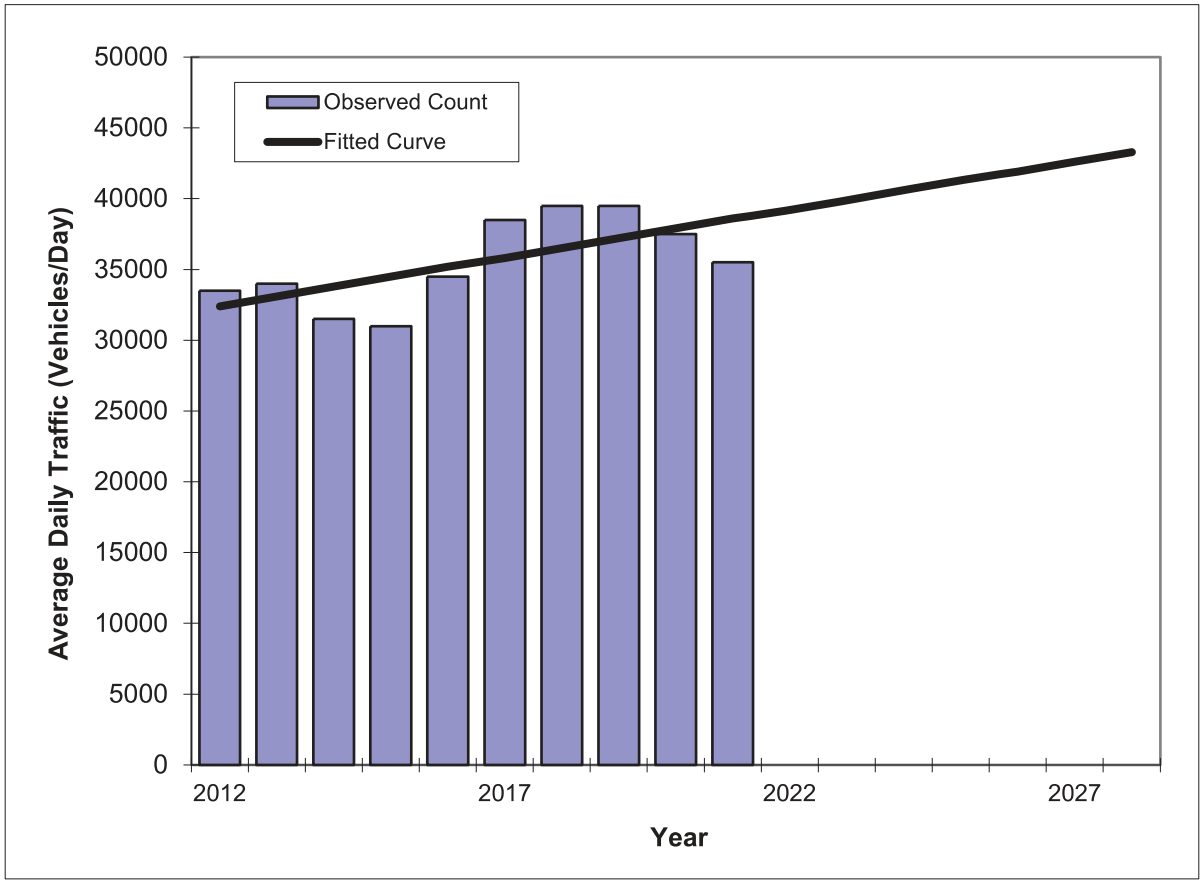
*Axle-Adjusted

** Annual Trend Increase:	-800
Trend R-squared:	57.1%
Trend Annual Historic Growth Rate:	-2.02%
Trend Growth Rate (2021 to Design Year):	-2.19%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40 -- US 1 to Halifax Ave

County:	Volusia
Station #:	171
Highway:	SR 40



Year	Traffic (ADT/AADT) Count*	Trend**
2012	33500	32400
2013	34000	33100
2014	31500	33800
2015	31000	34500
2016	34500	35200
2017	38500	35800
2018	39500	36500
2019	39500	37200
2020	37500	37900
2021	35500	38600
2023 Opening Year Trend		
2023	N/A	39900
2026 Mid-Year Trend		
2026	N/A	41900
2028 Design Year Trend		
2028	N/A	43300
TRANPLAN Forecasts/Trends		

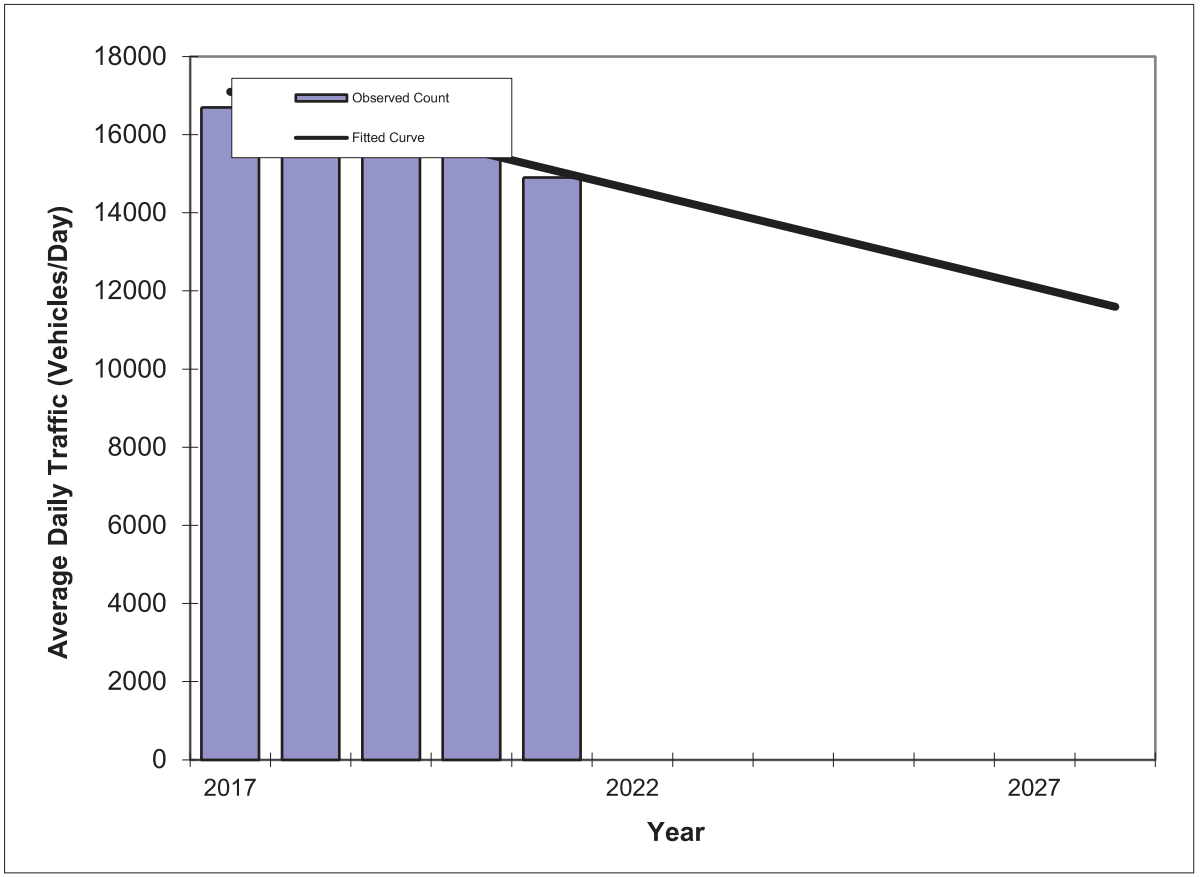
*Axle-Adjusted

** Annual Trend Increase:	679
Trend R-squared:	43.0%
Trend Annual Historic Growth Rate:	2.13%
Trend Growth Rate (2021 to Design Year):	1.74%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

Hand Ave -- Clyde Morris Blvd to Shangri La Dr

County:	Volusia
Station #:	832
Highway:	Hand Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2017	16700	17100
2018	17000	16600
2019	16400	16100
2020	15600	15600
2021	14900	15100
2023 Opening Year Trend		
2023	N/A	14100
2026 Mid-Year Trend		
2026	N/A	12600
2028 Design Year Trend		
2028	N/A	11600
TRANPLAN Forecasts/Trends		

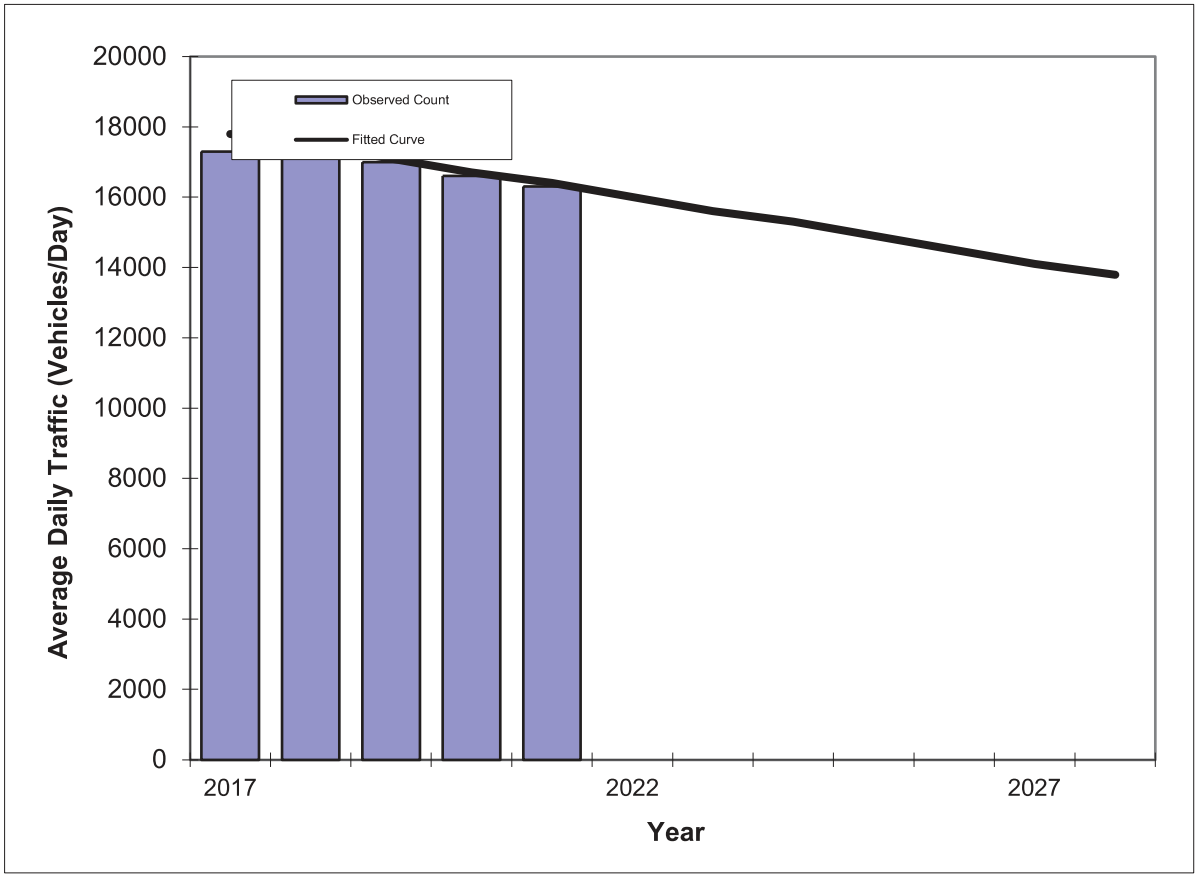
*Axle-Adjusted

** Annual Trend Increase:	-500
Trend R-squared:	84.8%
Trend Annual Historic Growth Rate:	-2.92%
Trend Growth Rate (2021 to Design Year):	-3.31%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:	Volusia
Station #:	833
Highway:	Hand Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2017	17300	17800
2018	18300	17500
2019	17000	17100
2020	16600	16700
2021	16300	16400
2023 Opening Year Trend		
2023	N/A	15600
2026 Mid-Year Trend		
2026	N/A	14500
2028 Design Year Trend		
2028	N/A	13800
TRANPLAN Forecasts/Trends		

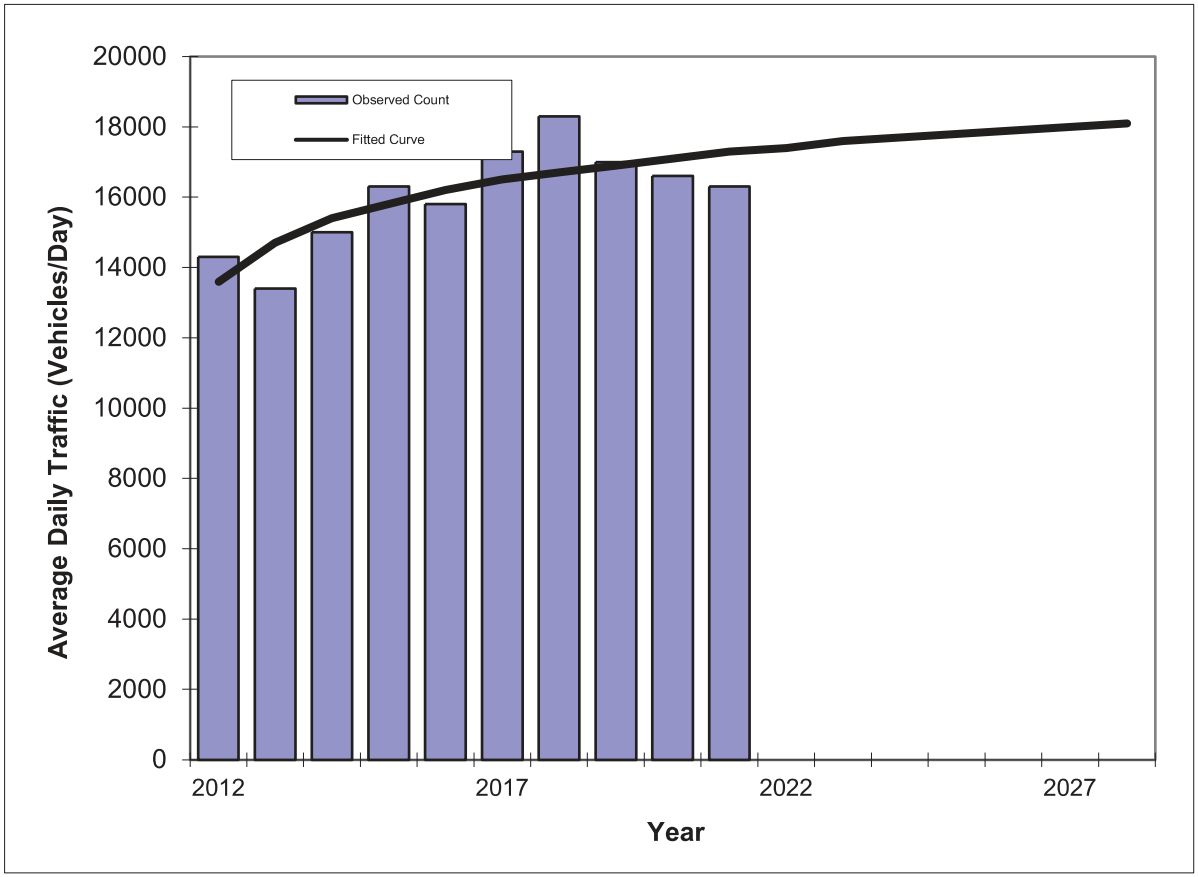
*Axle-Adjusted

** Annual Trend Increase:	-370
Trend R-squared:	57.5%
Trend Annual Historic Growth Rate:	-1.97%
Trend Growth Rate (2021 to Design Year):	-2.26%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:	Volusia
Station #:	833
Highway:	Hand Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2012	14300	13600
2013	13400	14700
2014	15000	15400
2015	16300	15800
2016	15800	16200
2017	17300	16500
2018	18300	16700
2019	17000	16900
2020	16600	17100
2021	16300	17300
2023 Opening Year Trend		
2023	N/A	17600
2026 Mid-Year Trend		
2026	N/A	17900
2028 Design Year Trend		
2028	N/A	18100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

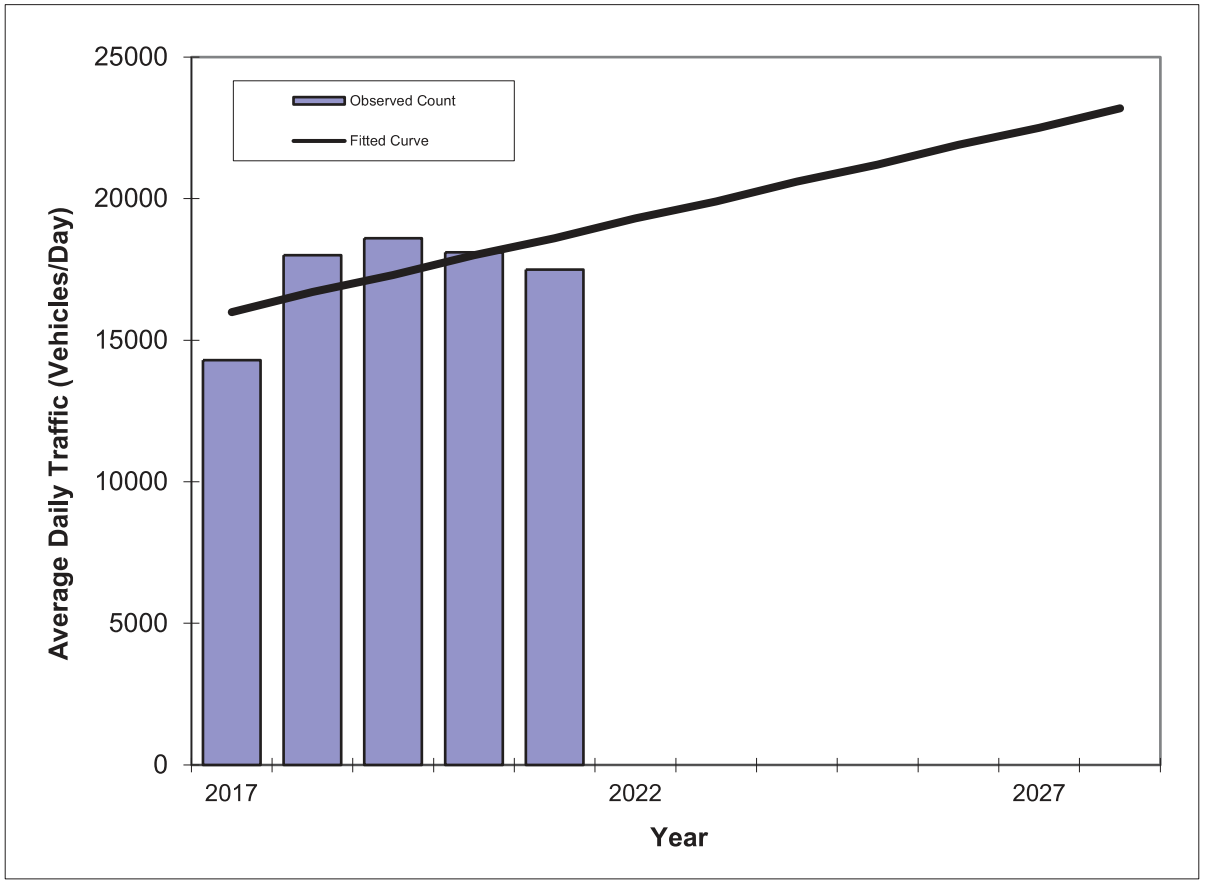
Trend R-squared:	62.8%
Compounded Annual Historic Growth Rate:	2.18%
Compounded Growth Rate (2021 to Design Year):	0.41%
Printed:	27-Mar-23

Decaying Exponential Growth Option

TRAFFIC TRENDS

Williamson Blvd -- LPGA Blvd to Hand Ave

County:	Volusia
Station #:	2001
Highway:	Williamson Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	14300	16000
2018	18000	16700
2019	18600	17300
2020	18100	18000
2021	17500	18600
2023 Opening Year Trend		
2023	N/A	19900
2026 Mid-Year Trend		
2026	N/A	21900
2028 Design Year Trend		
2028	N/A	23200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

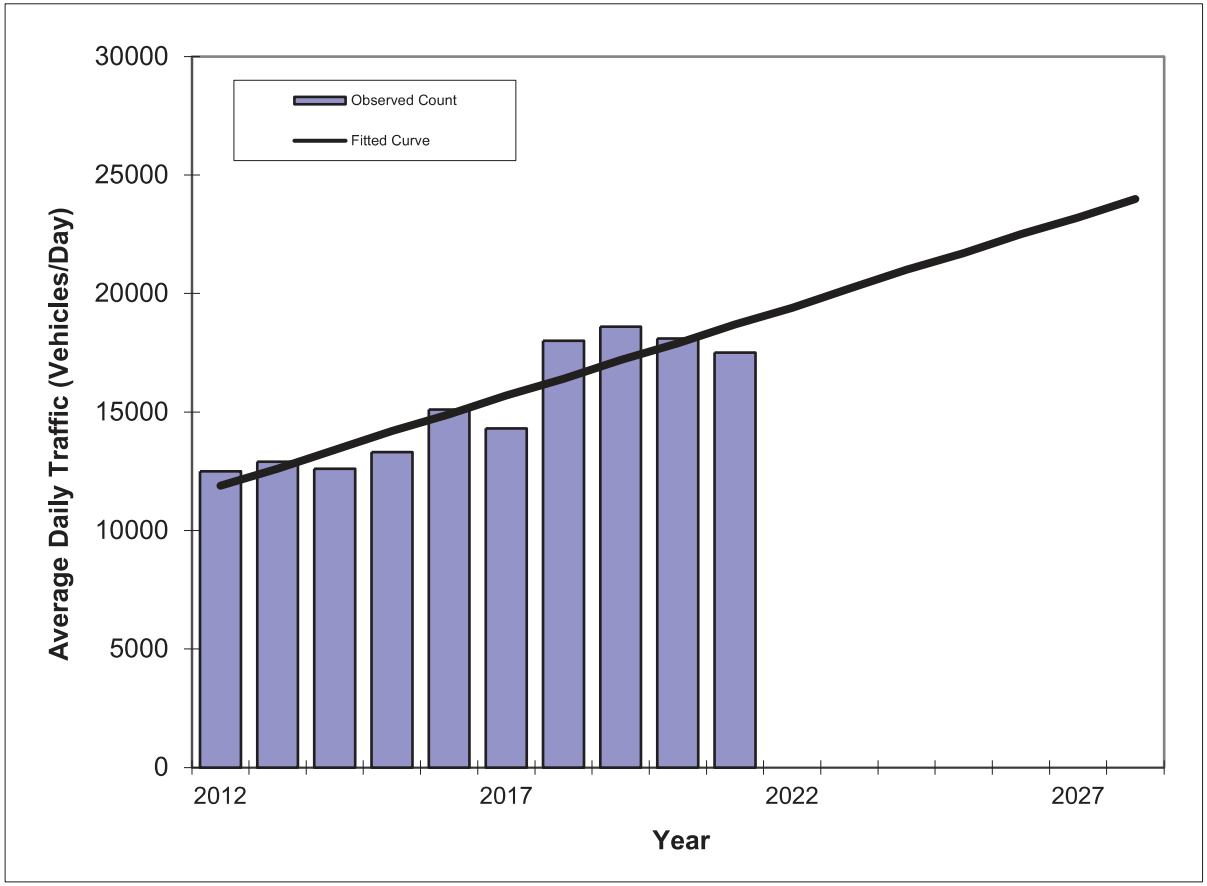
** Annual Trend Increase:	650
Trend R-squared:	35.6%
Trend Annual Historic Growth Rate:	4.06%
Trend Growth Rate (2021 to Design Year):	3.53%
Printed:	27-Mar-23

Straight Line Growth Option

TRAFFIC TRENDS

Williamson Blvd -- LPGA Blvd to Hand Ave

County:	Volusia
Station #:	2001
Highway:	Williamson Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2012	12500	11900
2013	12900	12600
2014	12600	13400
2015	13300	14200
2016	15100	14900
2017	14300	15700
2018	18000	16400
2019	18600	17200
2020	18100	17900
2021	17500	18700
2023 Opening Year Trend		
2023	N/A	20200
2026 Mid-Year Trend		
2026	N/A	22500
2028 Design Year Trend		
2028	N/A	24000
TRANPLAN Forecasts/Trends		

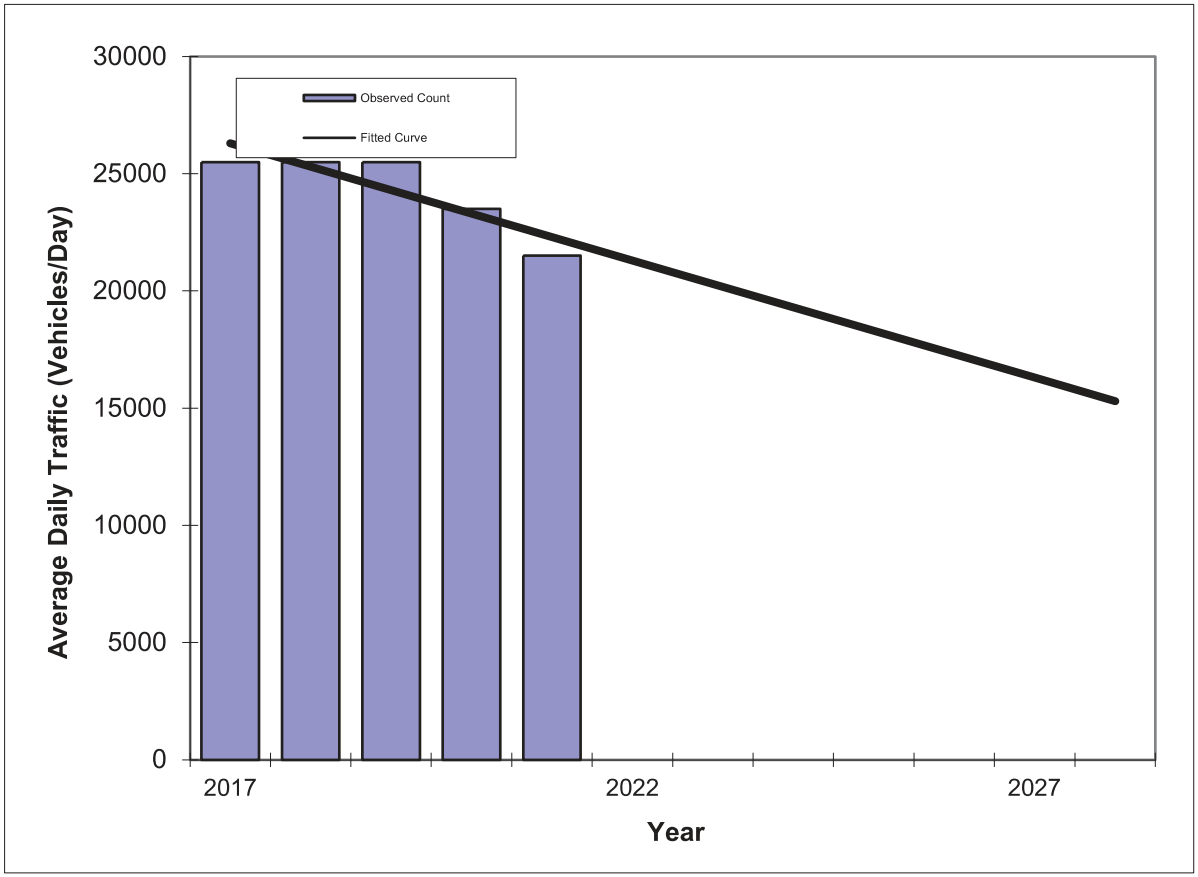
*Axle-Adjusted

** Annual Trend Increase:	756
Trend R-squared:	83.0%
Trend Annual Historic Growth Rate:	6.35%
Trend Growth Rate (2021 to Design Year):	4.05%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

Nova Rd -- SR 40 to Wilmette Ave

County:	Volusia
Station #:	518
Highway:	Nova Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	25500	26300
2018	25500	25300
2019	25500	24300
2020	23500	23300
2021	21500	22300
2023 Opening Year Trend		
2023	N/A	20300
2026 Mid-Year Trend		
2026	N/A	17300
2028 Design Year Trend		
2028	N/A	15300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

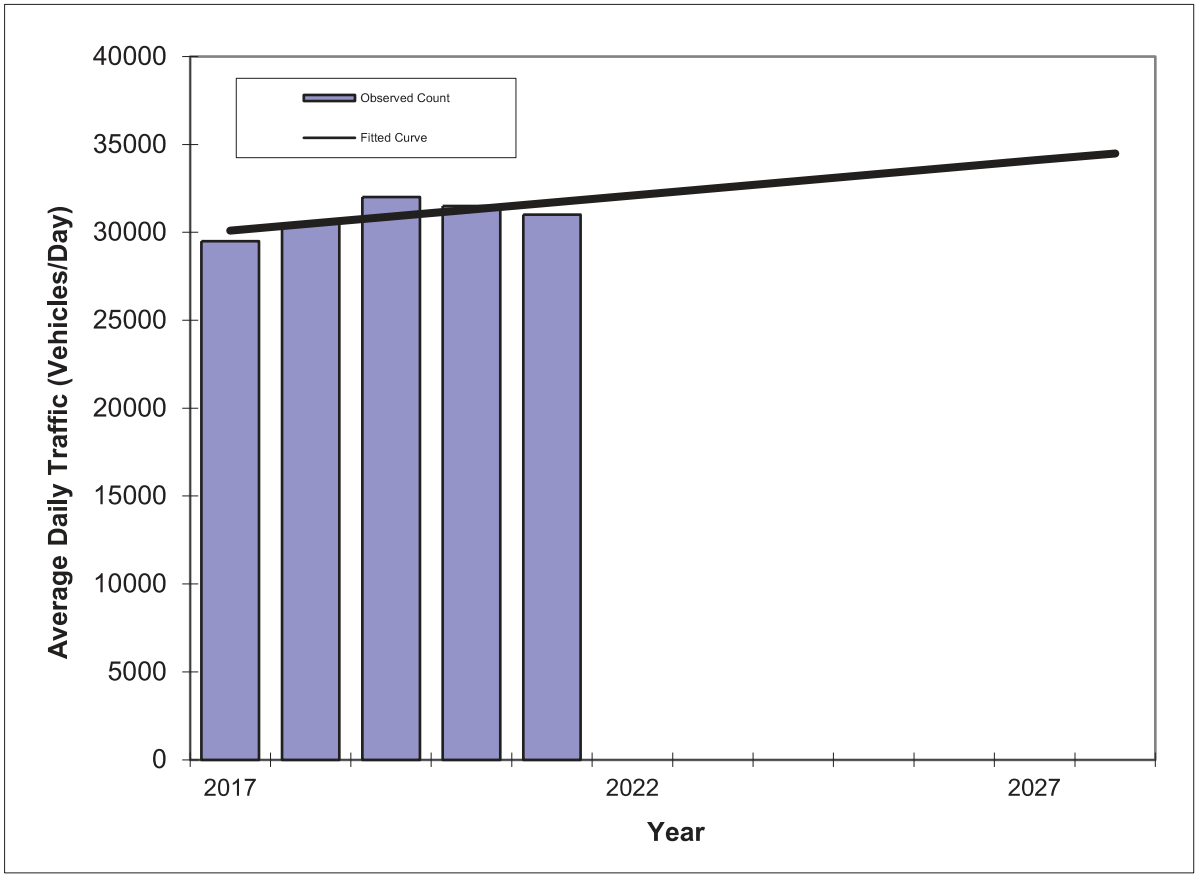
** Annual Trend Increase:	-1,000
Trend R-squared:	78.1%
Trend Annual Historic Growth Rate:	-3.80%
Trend Growth Rate (2021 to Design Year):	-4.48%
Printed:	27-Mar-23

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Nova Rd to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2017	29500	30100
2018	30500	30500
2019	32000	30900
2020	31500	31300
2021	31000	31700
2023 Opening Year Trend		
2023	N/A	32500
2026 Mid-Year Trend		
2026	N/A	33700
2028 Design Year Trend		
2028	N/A	34500
TRANPLAN Forecasts/Trends		

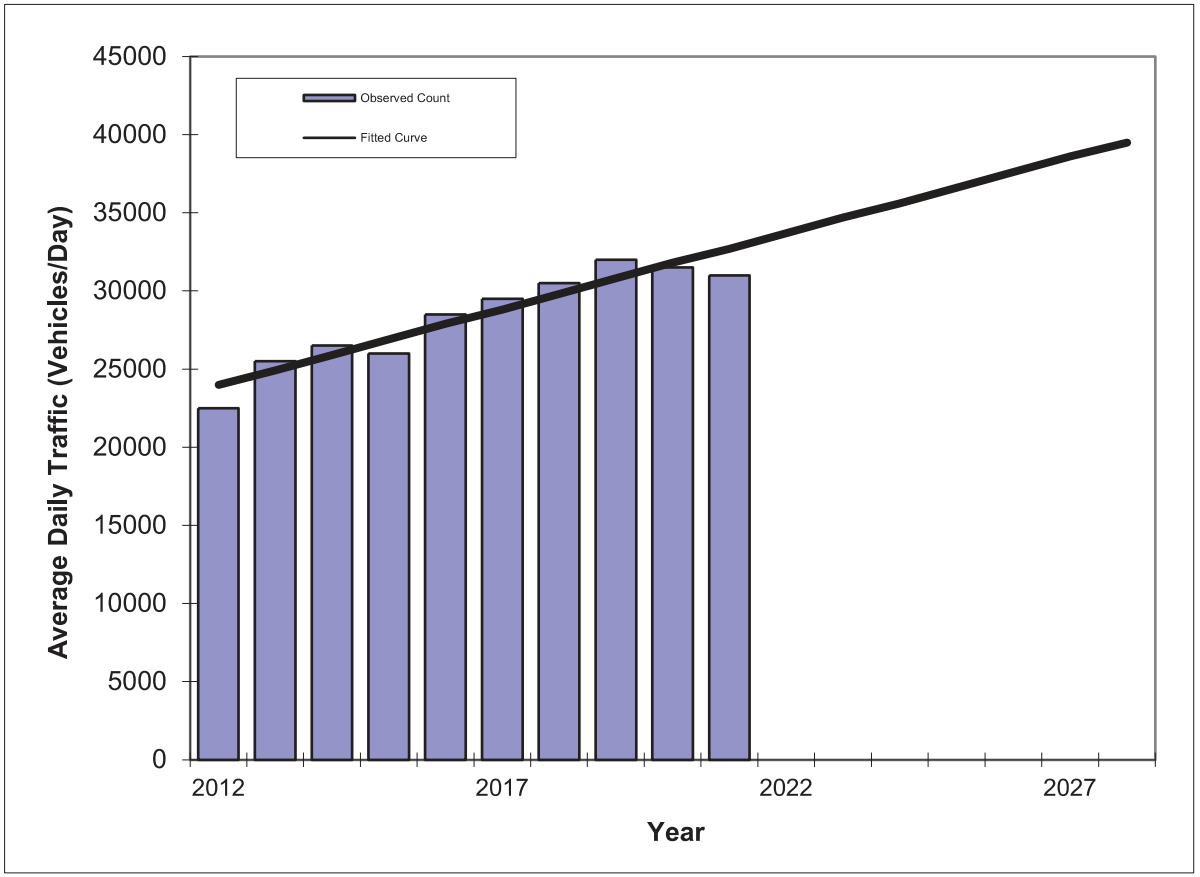
*Axle-Adjusted

**** Annual Trend Increase:**	400
Trend R-squared:	43.2%
Trend Annual Historic Growth Rate:	1.33%
Trend Growth Rate (2021 to Design Year):	1.26%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

US 1 -- Nova Rd to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2012	22500	24000
2013	25500	24900
2014	26500	25900
2015	26000	26900
2016	28500	27900
2017	29500	28800
2018	30500	29800
2019	32000	30800
2020	31500	31800
2021	31000	32700
2023 Opening Year Trend		
2023	N/A	34700
2026 Mid-Year Trend		
2026	N/A	37600
2028 Design Year Trend		
2028	N/A	39500
TRANPLAN Forecasts/Trends		

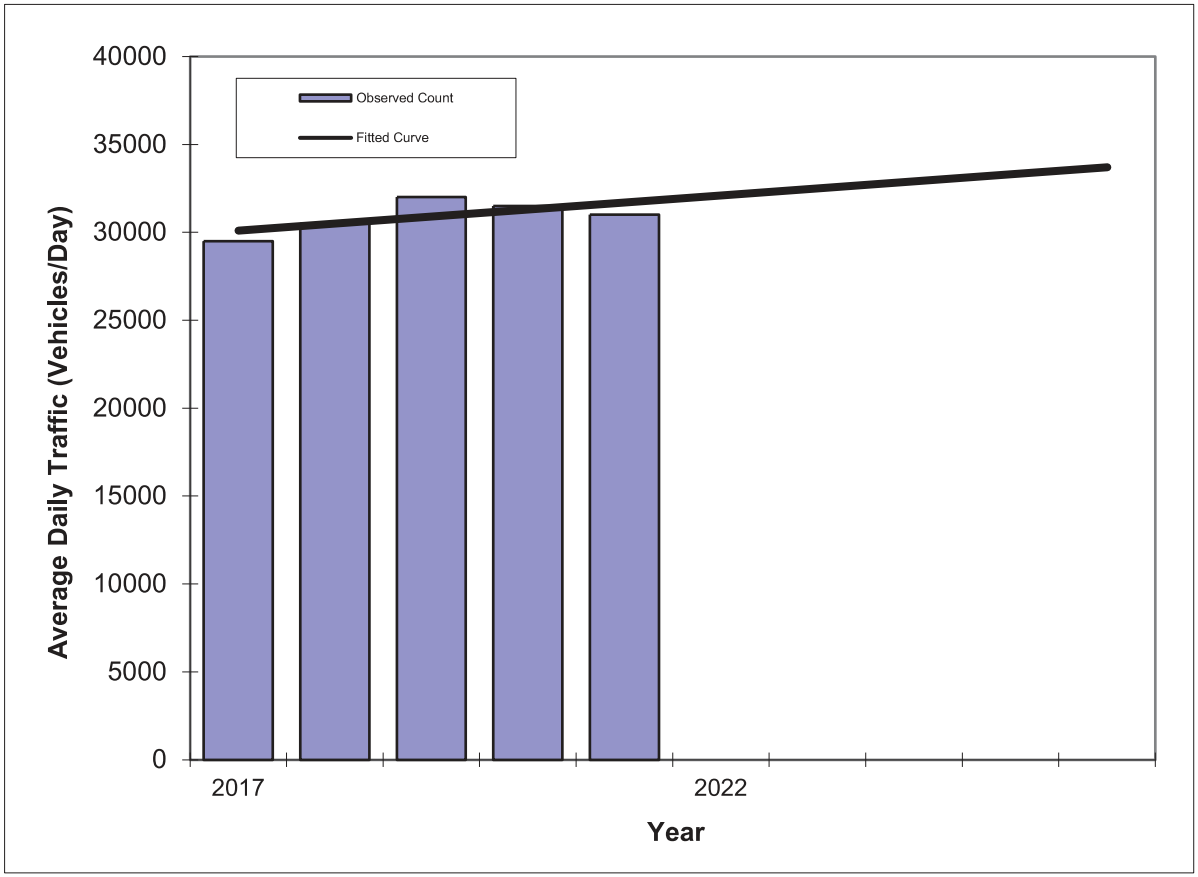
*Axle-Adjusted

** Annual Trend Increase:	973
Trend R-squared:	89.2%
Trend Annual Historic Growth Rate:	4.03%
Trend Growth Rate (2021 to Design Year):	2.97%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

US 1 -- Nova Rd to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2017	29500	30100
2018	30500	30500
2019	32000	30900
2020	31500	31300
2021	31000	31700
2023 Opening Year Trend		
2023	N/A	32500
2025 Mid-Year Trend		
2025	N/A	33300
2026 Design Year Trend		
2026	N/A	33700
TRANPLAN Forecasts/Trends		

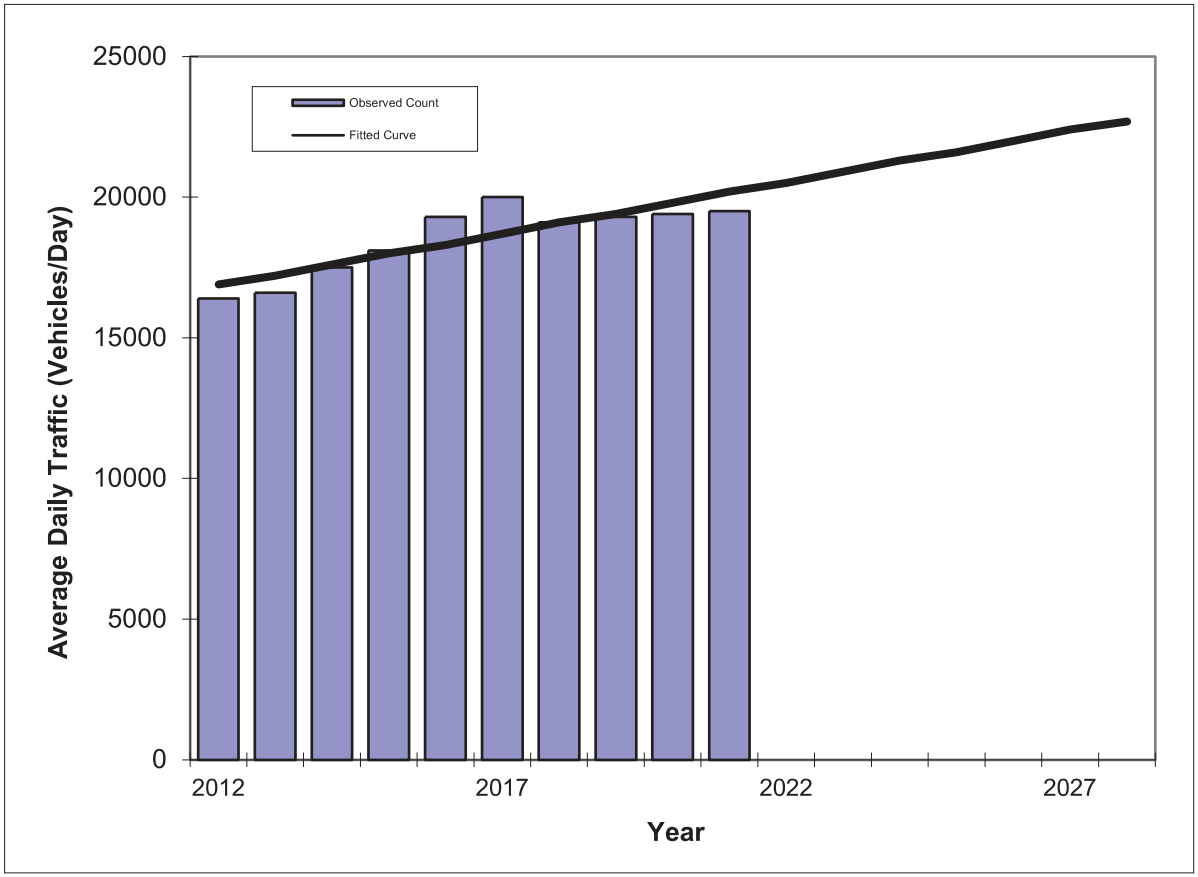
*Axle-Adjusted

** Annual Trend Increase:	400
Trend R-squared:	43.2%
Trend Annual Historic Growth Rate:	1.33%
Trend Growth Rate (2021 to Design Year):	1.26%
Printed:	22-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

US 1 -- SR 40 to Nova Rd

County:	Volusia
Station #:	1019
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2012	16400	16900
2013	16600	17200
2014	17500	17600
2015	18100	18000
2016	19300	18300
2017	20000	18700
2018	19100	19100
2019	19300	19400
2020	19400	19800
2021	19500	20200
2023 Opening Year Trend		
2023	N/A	20900
2026 Mid-Year Trend		
2026	N/A	22000
2028 Design Year Trend		
2028	N/A	22700
TRANPLAN Forecasts/Trends		

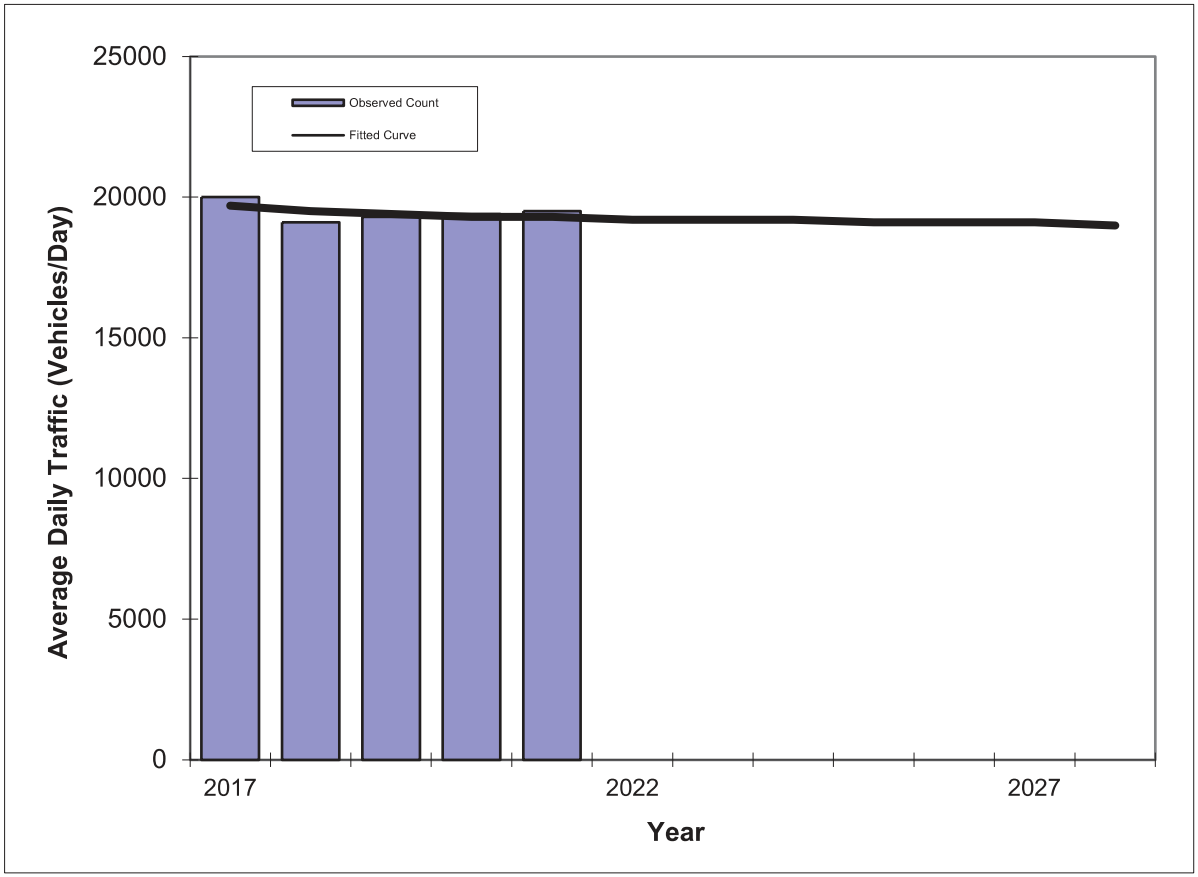
*Axle-Adjusted

** Annual Trend Increase:	365
Trend R-squared:	73.8%
Trend Annual Historic Growth Rate:	2.17%
Trend Growth Rate (2021 to Design Year):	1.77%
Printed:	27-Mar-23
Straight Line Growth Option	

TRAFFIC TRENDS

US 1 -- SR 40 to Nova Rd

County:	Volusia
Station #:	1019
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2017	20000	19700
2018	19100	19500
2019	19300	19400
2020	19400	19300
2021	19500	19300
2023 Opening Year Trend		
2023	N/A	19200
2026 Mid-Year Trend		
2026	N/A	19100
2028 Design Year Trend		
2028	N/A	19000
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	27.0%
Compounded Annual Historic Growth Rate:	-0.38%
Compounded Growth Rate (2021 to Design Year):	-0.22%
Printed:	27-Mar-23

Decaying Exponential Growth Option

Volusia County Vested Trip Database on Critical/Non-Critical Roads - By Critical Area, PM Peak

Approved Devts and Devts under Review
Developments not considered vested
Parent Tract trips - should not be included in overall, only for informational purposes

****ALWAYS REFER TO THE VC AADT SPREADSHEET FOR COUNT AND CAPACITY INFO. (Not this spreadsheet)****

Updated 3/22/2023

****ALWAYS REFER TO THE VC AADT SPREADSHEET FOR COUNT AND CAPACITY INFO. (Not this spreadsheet)****

North Daytona/Ormond Beach Area

Updated 5-1-23 & 7-25-23

Roadway	Segment	2021PM Pk Hr (VCTE) VCTE Staff note: RED font = FDOT pk volumes based on daily VC conversion.)	Capacity	2025 Falls Vested Metro Resident (9%)	Bayberry Pt (A & B) (22%)	Sweetgrass/end 2021 (10% removed of 548 PM Pk Trips)	Integrated LPGA Residential Dev (Pre-Pk 4 trips)	The Preserve (4%)	Williamson Crossings 2019 (Removed 10%)	Ormond Crossings 2010 Vested REMOVED (3 Trk)	Granada Pointe REMOVED (20%	Pineland PUD REMOVED 95%	Ormond Central	LPGA Multifamily Expenses 2019	Edison Apartment s 2019	Formosa Village Apartment s 2021	Clear 2025	Reserve at Strickland 2024	Veterans Admission tion Bldg 2023	Eyrehrer Creek Village 2022	HalfEx Plantation* Remaining Trips (222 units remaining under DRI)	Hawks Plantation Subdi (of the 1170 platted & constructio approved as 2021, 209 vested but not	Palmetto Bay* Eagle Crossing Trips (as of Aug 2021, 739 units, 50% Distribution to Old Dixie Hwy	Plantation Oaks (National Gardens DRI) (includes Dixie Ridge trips) 594 balancing Phase 1197 developed, 1491 remaining (removed 1	Plantation Oaks Major Amendment* (Filed in March 2022 City of Ormond, 291	Wexford Reserve 2021 Traffic memo (Vested PUD 2003)	Eagle Lakes PUD (2044) Eagle County Phase	Project Tarpon 2025	Watermark 2024	Cornerstone Exchange 2025	KFC Parrott Tract	LPGA Dunn Residential	Clyde Morris Apartments additional units	Waypoint MF Project Epsilon	Walkers Green	Capstone 2025 (removed 1Pk)	Formosa Village Subd***	Strickland Range Williamson Multifamily***	Total Vested Trips	Eastvir AADT rdm Vested trips	VC with Vested trips	VC without Vested Trips		Critical	Near Critical	Vested Critical	Vested Near Critical	Evac Route?	
Hand Ave	Granger Ln Dr to Clyde Morris	1120	1540		3	25				4																										118	1398	0.91	0.84	Vested Near Critical	no	no	no	no	Critical Nodes	Added by mgmt
SR 40	Clyde Morris Blvd to Nova Rd	3120	3580							48																										13	161	3297	0.92	0.88	Near Critical	no	no	no	no	no	
SR 40	Nova Rd to SR 5	3260	3580		10	25				52	10																									13	160	3357	0.94	0.89	Near Critical	Critical	Near Critical	Vested Near Critical	Vested Near Critical	no	
W Hiawatha	Rand Ave to Strickland Range	1650	1540	10	13	6	4		3	24				11	6	8	6	8	34	24																4	41	84	1734	2103	1.4	0.14	Vested Critical	no	Near Critical	Vested Critical	Critical Nodes	no	

*NB: Volusia DRI projects + Half Ex. Plantation. Plantation Bay, & Plantation Oaks used a Plantation Bay Horizual Traffic Monitoring Report, Aug 2021. Daily trip rate of 4.31. VCTE staff converted to 0.41 trips in the PM Peak hour.

**Parc segment data is not available. Source is derived from TIA that shows "vested trips" in LOS column. Only to be used when other previous data is unknown.

***TCR count was not taken in 2019. Used Clear Property TIA 2019 to get count.

****Added by LTG based on the recent approved TIA in the study area.

LTG Engineering & Planning

ADD A PASS-BY COLUMN AS NEEDED

AM Peak-Hour Factored Volumes

*Note:
Peak-Hour Factor
Min = 0.75 Max = 0.95

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	2028 Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Nova Rd. at US 1	Eastbound	U-Turn	2023			0%	1,588	0%	1.00	1,588	0	0	0%	2.97%	1,824	0	0	0			0	0	0.89
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		949	22	2%		60%			949	22	2%			1,090	0	1,090			0	1,090	
		Right		639	17	3%		40%			639	17	3%			734	0	734	20.0%	in	11	745	
	Westbound	U-Turn				0%	781	0%		781	0	0	0%	1.77%	850	0	0	0			0	0	
		Left		31	0	0%		4%			31	0	0%			34	0	34	20.0%	in	11	45	
		Through		750	45	6%		96%			750	45	6%			816	0	816			0	816	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Northbound	U-Turn				0%	536	0%		536	0	0	0%	1.82%	585	0	0	0			0	0	
		Left		467	13	3%		87%			467	13	3%			509	0	509	20.0%	out	30	539	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right		69	0	0%		13%			69	0	0%			75	0	75	20.0%	out	30	105	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Nova Rd. at Tomoka Oaks Blvd.	Eastbound	U-Turn	2023			0%	156	0%	1.00	156	0	0	0%	1.00%	164	0	0	0			0	0	0.90
		Left		75	2	3%		48%			75	2	3%			79	0	79	40.0%	out	60	139	
		Through		2	0	0%		1%			2	0	0%			2	0	2			0	2	
		Right		79	2	3%		51%			79	2	3%			83	0	83	56.0%	out	83	166	
	Westbound	U-Turn				0%	1	0%		1	0	0	0%	1.00%	1	0	0	0			0	0	
		Left		0	0	0%		0%			0	0	0%			0	0	0			0	0	
		Through		0	0	0%		0%			0	0	0%			0	0	0			0	0	
		Right		1	1	100%		100%			1	1	100%			1	0	1			0	1	
	Northbound	U-Turn				0%	476	0%		476	0	0	0%	1.00%	500	0	0	0			0	0	
		Left		42	3	7%		9%			42	3	7%			44	0	44	56.0%	in	30	74	
		Through		431	20	5%		91%			431	20	5%			453	0	453			0	453	
		Right		3	0	0%		1%			3	0	0%			3	0	3			0	3	
	Southbound	U-Turn				0%	709	0%		709	0	0	0%	1.00%	744	0	0	0			0	0	
		Left		0	0	0%		0%			0	0	0%			0	0	0			0	0	
		Through		673	14	2%		95%			673	14	2%			707	0	707			0	707	
		Right		36	4	11%		5%			36	4	11%			38	0	38	40.0%	in	21	59	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Nova Rd. at Willmette Ave.	Eastbound	U-Turn	2023			0%	237	0%	1.00	237	0	0	0%	1.00%	249	0	0	0			0	0	0.93
		Left		45	0	0%		19%			45	0	0%			47	0	47	1.0%	in	1	48	
		Through		69	1	1%		29%			69	1	1%			72	0	72			0	72	
		Right		123	5	4%		52%			123	5	4%			129	0	129			0	129	
	Westbound	U-Turn				0%	265	0%		265	0	0	0%	1.00%	278	0	0	0			0	0	
		Left		175	5	3%		66%			175	5	3%			184	0	184			0	184	
		Through		62	1	2%		23%			62	1	2%			65	0	65			0	65	
		Right		28	1	4%		11%			28	1	4%			29	0	29	4.0%	in	2	31	
	Northbound	U-Turn				0%	657	0%		657	0	0	0%	1.00%	690	0	0	0			0	0	
		Left		68	3	4%		10%			68	3	4%			71	0	71			0	71	
		Through		463	22	5%		70%			463	22	5%			486	0	486	51.0%	in	27	513	
		Right		126	3	2%		19%			126	3	2%			132	0	132			0	132	
	Southbound	U-Turn				0%	777	0%		777	0	0	0%	1.82%	848	0	0	0			0	0	
		Left		30	1	3%		4%			30	1	3%			33	0	33	4.0%	out	6	39	
		Through		690	14	2%		89%			690	14	2%			753	0	753	51.0%	out	76	829	
		Right		57	1	2%		7%			57	1	2%			62	0	62	1.0%	out	1	63	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd at Escondido Multifamily	Eastbound	U-Turn	2023			0%	151	0%	1.00	151	0	0	0%	1.00%	159	0	0	0			0	0	0.87
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		151	4	3%		100%			151	4	3%			159	0	159	96.0%	out	143	302	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Westbound	U-Turn				0%	79	0%		79	0	0	0%	1.00%	83	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		77	7	9%		97%			77	7	9%			81	0	81	96.0%	in	51	132	
		Right		2	0	0%		3%			2	0	0%			2	0	2			0	2	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Southbound	U-Turn				0%	4	0%		4	0	0	0%	1.00%	4	0	0	0			0	0	
		Left		4		0%		100%			4	0	0%			4	0	4			0	4	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at N. St. Andrews Dr.	Eastbound	U-Turn	2023			0%	0	0%	1.00	0	0	0	0%	1.00%	0	0	0	0			0	0	0.89
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Westbound	U-Turn				0%	38	0%		38	0	0	0%	1.00%	40	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		3		0%		8%			3	0	0%			3	0	3	96.0%	in	51	54	
		Right		35	5	14%		92%			35	5	14%			37	0	37			0	37	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Southbound	U-Turn				0%	79	0%		79	0	0	0%	1.00%	83	0	0	0			0	0	
		Left		74	3	4%		94%			74	3	4%			78	0	78			0	78	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right		5		6%		6%			5	0	0%			5	0	5			0	5	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at S. St. Andrews Dr.	Eastbound	U-Turn	2023			0%	9	0%	1.00	9	0	0	0%	1.00%	9	0	0	0			0	0	0.80
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		5		0%		56%			5	0	0%			5	0	5	96.0%	out	143	148	
		Right		4		0%		44%			4	0	0%			4	0	4	4.0%	out	6	10	
	Westbound	U-Turn				0%	38	0%		38	0	0	0%	1.00%	40	0	0	0			0	0	
		Left		38	2	5%		100%			38	2	5%			40	0	40			0	40	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Northbound	U-Turn				0%	72	0%		72	0	0	0%	1.00%	76	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0	4.0%	in	2	2	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right		72		0%		100%			72	0	0%			76	0	76			0	76	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at West Diamond	Eastbound	U-Turn	2023			0%	1	0%	1.00	1	0	0	0%	1.00%	1	0	0	0			0	0	0.75
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right		1		0%		100%			1	0	0%			1	0	1	100.0%	out	149	150	
	Westbound	U-Turn				0%	8	0%		8	0	0	0%	1.00%	8	0	0	0			0	0	
		Left		8		0%		100%			8	0	0%			8	0	8			0	8	
		Through				0%		0%			0	0	0%			0	0	0	96.0%	in	51	51	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0	4.0%	in	2	2	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at East Diamond	Eastbound	U-Turn	2023			0%	78	0%	1.00	78	0	0	0%	1.00%	82	0	0	0			0	0	0.87
		Left		1	0	0%		1%			1	0	0%			1	0	1			0	1	
		Through		77	1	1%		99%			77	1	1%			81	0	81	96.0%	out	143	224	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Westbound	U-Turn				0%	77	0%		77	0	0	0%	1.00%	81	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		39	2	5%		51%			39	2	5%			41	0	41			0	41	
		Right		38	5	13%		49%			38	5	13%			40	0	40	96.0%	in	51	91	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Southbound	U-Turn				0%	75	0%		75	0	0	0%	1.00%	79	0	0	0			0	0	
		Left		75	3	4%		100%			75	3	4%			79	0	79			0	79	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Main Trail	Eastbound	U-Turn	2023			0%	1,335	0%	1.00	1,335	0	0	0%	1.23%	1,417	0	0	0			0	0	0.91
		Left		100		7%		7%			100	1	1%			106	0	106	4.0%	in	2	108	
		Through		1068	37	3%		80%			1068	37	3%			1,134	0	1,134	15.0%	in	8	1,142	
		Right		167	4	2%		13%			167	4	2%			177	0	177			0	177	
	Westbound	U-Turn				0%	1,160	0%		1,160	0	0	0%	1.23%	1,231	0	0	0			0	0	
		Left		52		0%		4%			52	0	0%			55	0	55			0	55	
		Through		1088	24	2%		94%			1088	24	2%			1155	0	1,155	15.0%	out	22	1,177	
		Right		20	1	5%		2%			20	1	5%			21	0	21			0	21	
	Northbound	U-Turn				0%	170	0%		170	0	0	0%	1.00%	179	0	0	0			0	0	
		Left		119	1	1%		70%			119	1	1%			125	0	125			0	125	
		Through		34	0	0%		20%			34	0	0%			36	0	36			0	36	
		Right		17		0%		10%			17	0	0%			18	0	18			0	18	
	Southbound	U-Turn				0%	254	0%		254	0	0	0%	1.00%	267	0	0	0			0	0	
		Left		28	1	4%		11%			28	1	4%			29	0	29			0	29	
		Through		61		0%		24%			61	0	0%			64	0	64			0	64	
		Right		165		0%		65%			165	0	0%			173	0	173	4.0%	out	6	179	

Intersection	Approach	Mvmnt	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
St. Andrew's Dr. at W Rio Pinar Tr.	Eastbound	U-Turn	2023			0%	21	0%	1.00	21	0	0	0%	1.00%	22	0	0	0			0	0	0.86
		Left		0		0%		0%			0	0	0%			0	0	0			0	0	
		Through		6		29%		29%			6	0	0%			6	0	6			0	6	
		Right		15		0%		71%			15	0	0%			16	0	16			0	16	
	Westbound	U-Turn				0%	13	0%		13	0	0	0%	1.00%	14	0	0	0			0	0	
		Left		10		0%		77%			10	0	0%			11	0	11			0	11	
		Through		3		0%		23%			3	0	0%			3	0	3			0	3	
		Right		0		0%		0%			0	0	0%			0	0	0			0	0	
	Northbound	U-Turn				0%	43	0%		43	0	0	0%	1.00%	45	0	0	0			0	0	
		Left		3		0%		7%			3	0	0%			3	0	3			0	3	
		Through		24	1	4%		56%			24	1	4%			25	0	25			0	25	
		Right		16		0%		37%			16	0	0%			17	0	17			0	17	
	Southbound	U-Turn				0%	54	0%		54	0	0	0%	1.00%	57	0	0	0			0	0	
		Left		4	1	25%		7%			4	1	25%			4	0	4			0	4	
		Through		50	1	2%		93%			50	1	2%			53	0	53			0	53	
		Right		0		0%		0%			0	0	0%			0	0	0			0	0	

Intersection	Approach	Mvmnt	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
St. Andrew's Dr. at E Rio Pinar Tr.	Eastbound	U-Turn	2023			0%	25	0%	1.00	25	0	0	0%	1.00%	26	0	0	0			0	0	0.90
		Left		1		0%		4%			1	0	0%			1	0	1			0	1	
		Through		24		0%		96%			24	0	0%			25	0	25			0	25	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Westbound	U-Turn				0%	31	0%		31	0	0	0%	1.00%	33	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		17		0%		55%			17	0	0%			18	0	18			0	18	
		Right		14		0%		45%			14	0	0%			15	0	15			0	15	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Southbound	U-Turn				0%	26	0%		26	0	0	0%	1.00%	27	0	0	0			0	0	
		Left		25		0%		96%			25	0	0%			26	0	26			0	26	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right		1		0%		4%			1	0	0%			1	0	1			0	1	

Intersection	Approach	Mvmnt	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
St. Andrew's Dr. at Iroquois Tr.	Eastbound	U-Turn	2023			0%	56	0%	1.00	56	0	0	0%	1.00%	59	0	0	0			0	0	0.93
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through		45		0%		80%			45	0	0%			47	0	47			0	47	
		Right		11		0%		20%			11	0	0%			12	0	12			0	12	
	Westbound	U-Turn				0%	40	0%		40	0	0	0%	1.00%	42	0	0	0			0	0	
		Left		10		0%		25%			10	0	0%			11	0	11	4.0%	out	6	17	
		Through		30		0%		75%			30	0	0%			32	0	32			0	32	
		Right				0%		0%			0	0	0%			0	0	0			0	0	
	Northbound	U-Turn				0%	8	0%		8	0	0	0%	1.00%	8	0	0	0			0	0	
		Left		2		0%		25%			2	0	0%			2	0	2			0	2	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right		6		0%		75%			6	0	0%			6	0	6	4.0%	in	2	8	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0			0	0	
		Left				0%		0%			0	0	0%			0	0	0			0	0	
		Through				0%		0%			0	0	0%			0	0	0			0	0	
		Right				0%		0%			0	0	0%			0	0	0			0	0	

LTG Engineering & Planning

ADD A PASS-BY COLUMN AS NEEDED

PM Peak-Hour Factored Volumes

*Note:
Peak-Hour Factor
Min = 0.75 Max = 0.95

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	2028 Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Nona Rd. at US 1	Eastbound	U-Turn	2023			0%	1,591	0%	1.00	1,591	0	0	0%	2.97%	1,827	0	0	0	0.0%	0	0	0	0.95
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		960	17	2%		60%			960	17	2%			1,103	0	1,103	0.0%	0	0	1,103	
		Right		631	10	2%		40%			631	10	2%			725	0	725	20.0%	in	35	760	
	Westbound	U-Turn				0%	1,027	0%		1,027	0	0	0%	1.77%	1,118	0	0	0	0.0%	0	0	0	
		Left		65	0	0%		6%			65	0	0%			71	0	71	20.0%	in	35	106	
		Through		962	10	1%		94%			962	10	1%			1,047	0	1,047	0.0%	0	0	1,047	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Northbound	U-Turn				0%	740	0%		740	0	0	0%	1.82%	807	0	0	0	0.0%	0	0	0	
		Left		680	13	2%		92%			680	13	2%			742	0	742	20.0%	out	21	763	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		60	0	0%		8%			60	0	0%			65	0	65	20.0%	out	21	86	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Nona Rd. at Tomoka Oaks Blvd.	Eastbound	U-Turn	2023			0%	96	0%	1.00	96	0	0	0%	1.00%	101	0	0	0	0.0%	0	0	0	0.94
		Left		43	0	0%		45%			43	0	0%			45	0	45	40.0%	out	41	86	
		Through		0	0	0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		53	2	4%		55%			53	2	4%			56	0	56	56.0%	out	58	114	
	Westbound	U-Turn				0%	19	0%		19	0	0	0%	1.00%	20	0	0	0	0.0%	0	0	0	
		Left		10	0	0%		53%			10	0	0%			11	0	11	0.0%	0	0	11	
		Through		1	0	0%		5%			1	0	0%			1	0	1	0.0%	0	0	1	
		Right		8	0	0%		42%			8	0	0%			8	0	8	0.0%	0	0	8	
	Northbound	U-Turn				0%	816	0%		816	0	0	0%	1.00%	857	0	0	0	0.0%	0	0	0	
		Left		88	2	2%		11%			88	2	2%			92	0	92	56.0%	in	99	191	
		Through		725	16	2%		89%			725	16	2%			761	0	761	0.0%	0	0	761	
		Right		3	0	0%		0%			3	0	0%			3	0	3	0.0%	0	0	3	
	Southbound	U-Turn				0%	705	0%		705	0	0	0%	1.00%	740	0	0	0	0.0%	0	0	0	
		Left		1	1	100%		0%			1	1	100%			1	0	1	0.0%	0	0	1	
		Through		646	7	1%		92%			646	7	1%			678	0	678	0.0%	0	0	678	
		Right		58	0	0%		8%			58	0	0%			61	0	61	40.0%	in	70	131	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Nona Rd. at Willnetta Ave.	Eastbound	U-Turn	2023			0%	277	0%	1.00	277	0	0	0%	1.00%	291	0	0	0	0.0%	0	0	0	0.95
		Left		98	1	1%		35%			98	1	1%			103	0	103	1.0%	in	2	105	
		Through		80	0	0%		29%			80	0	0%			84	0	84	0.0%	0	0	84	
		Right		99	1	1%		36%			99	1	1%			104	0	104	0.0%	0	0	104	
	Westbound	U-Turn				0%	349	0%		349	0	0	0%	1.00%	366	0	0	0	0.0%	0	0	0	
		Left		217	1	0%		62%			217	1	0%			228	0	228	0.0%	0	0	228	
		Through		105	0	0%		30%			105	0	0%			110	0	110	0.0%	0	0	110	
		Right		27	0	0%		8%			27	0	0%			28	0	28	4.0%	in	7	35	
	Northbound	U-Turn				0%	1,037	0%		1,037	0	0	0%	1.00%	1,089	0	0	0	0.0%	0	0	0	
		Left		115	1	1%		11%			115	1	1%			121	0	121	0.0%	0	0	121	
		Through		750	16	2%		72%			750	16	2%			788	0	788	51.0%	in	90	878	
		Right		172	6	3%		17%			172	6	3%			181	0	181	0.0%	0	0	181	
	Southbound	U-Turn				0%	759	0%		759	0	0	0%	1.82%	828	0	0	0	0.0%	0	0	0	
		Left		28	0	0%		4%			28	0	0%			31	0	31	4.0%	out	4	35	
		Through		656	9	1%		86%			656	9	1%			716	0	716	51.0%	out	53	769	
		Right		75	0	0%		10%			75	0	0%			82	0	82	1.0%	out	1	83	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd at Escondido Multifamily	Eastbound	U-Turn	2023			0%	101	0%	1.00	101	0	0	0%	1.00%	106	0	0	0	0.0%	0	0	0	0.95
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		101	3	3%		100%			101	3	3%			106	0	106	95.0%	out	99	205	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Westbound	U-Turn				0%	151	0%		151	0	0	0%	1.00%	159	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		142	1	1%		94%			142	1	1%			149	0	149	95.0%	in	169	318	
		Right		9	1	11%		6%			9	1	11%			9	0	9	0.0%	0	0	9	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Southbound	U-Turn				0%	6	0%		6	0	0	0%	1.00%	6	0	0	0	0.0%	0	0	0	
		Left		5		0%		83%			5	0	0%			5	0	5	0.0%	0	0	5	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		1	1	100%		17%			1	1	100%			1	0	1	0.0%	0	0	1	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at N. St. Andrews Dr.	Eastbound	U-Turn	2023			0%	1	0%	1.00	1	0	0	0%	1.00%	1	0	0	0	0.0%	0	0	0	0.95
		Left		1		0%		100%			1	0	0%			1	0	1	0.0%	0	0	1	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Westbound	U-Turn				0%	84	0%		84	0	0	0%	1.00%	88	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		2		0%		2%			2	0	0%			2	0	2	95.0%	in	169	171	
		Right		82	2	2%		98%			82	2	2%			86	0	86	0.0%	0	0	86	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Southbound	U-Turn				0%	49	0%		49	0	0	0%	1.00%	51	0	0	0	0.0%	0	0	0	
		Left		45		0%		92%			45	0	0%			47	0	47	0.0%	0	0	47	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		4		0%		8%			4	0	0%			4	0	4	0.0%	0	0	4	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at S. St. Andrews Dr.	Eastbound	U-Turn	2023			0%	6	0%	1.00	6	0	0	0%	1.00%	6	0	0	0	0.0%	0	0	0	0.85
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		1		0%		17%			1	0	0%			1	0	1	96.0%	out	99	100	
		Right		5		0%		83%			5	0	0%			5	0	5	4.0%	out	4	9	
	Westbound	U-Turn				0%	61	0%		61	0	0	0%	1.00%	64	0	0	0	0.0%	0	0	0	
		Left		61		0%		100%			61	0	0%			64	0	64	0.0%	0	0	64	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Northbound	U-Turn				0%	59	0%		59	0	0	0%	1.00%	62	0	0	0	0.0%	0	0	0	
		Left		1		0%		2%			1	0	0%			1	0	1	4.0%	in	7	8	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		58	2	3%		98%			58	2	3%			61	0	61	0.0%	0	0	61	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at West Diamond	Eastbound	U-Turn	2023			0%	0	0%	1.00	0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	0.75
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	100.0%	out	103	103	
	Westbound	U-Turn				0%	6	0%		6	0	0	0%	1.00%	6	0	0	0	0.0%	0	0	0	
		Left		6		0%		100%			6	0	0%			6	0	6	0.0%	0	0	6	
		Through				0%		0%			0	0	0%			0	0	0	96.0%	in	169	169	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Northbound	U-Turn				0%	1	0%		1	0	0	0%	1.00%	1	0	0	0	0.0%	0	0	0	
		Left				0%		0%			1	0	0%			0	0	0	4.0%	in	7	7	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		1		0%		100%			1	0	0%			1	0	1	0.0%	0	0	1	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
Tomoka Oaks Blvd. at East Diamond	Eastbound	U-Turn	2023			0%	57	0%	1.00	57	0	0	0%	1.00%	60	0	0	0	0.0%	0	0	0	0.94
		Left		2		0%		4%			2	0	0%			2	0	2	0.0%	0	0	2	
		Through		55	1	2%		96%			55	1	2%			58	0	58	96.0%	out	99	157	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Westbound	U-Turn				0%	142	0%		142	0	0	0%	1.00%	149	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		61		0%		43%			61	0	0%			64	0	64	0.0%	0	0	64	
		Right		81	2	2%		57%			81	2	2%			85	0	85	96.0%	in	169	254	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Southbound	U-Turn				0%	45	0%		45	0	0	0%	1.00%	47	0	0	0	0.0%	0	0	0	
		Left		44		0%		98%			44	0	0%			46	0	46	0.0%	0	0	46	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		1		0%		2%			1	0	0%			1	0	1	0.0%	0	0	1	

Intersection	Approach	Mvmn't.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Main Trail	Eastbound	U-Turn	2023			0%	1,699	0%	1.00	1,699	0	0	0%	1.23%	1,803	0	0	0	0.0%	0	0	0	0.93
		Left		220	1	0%		13%			220	1	0%			234	0	234	4.0%	in	7	241	
		Through		1396	15	1%		82%			1396	15	1%			1482	0	1,482	15.0%	in	26	1,508	
		Right		83		0%		5%			83	0	0%			88	0	88	0.0%	0	0	88	
	Westbound	U-Turn				0%	1,413	0%		1,413	0	0	0%	1.23%	1,500	0	0	0	0.0%	0	0	0	
		Left		7		0%		0%			7	0	0%			7	0	7	0.0%	0	0	7	
		Through		1372	34	2%		97%			1372	34	2%			1456	0	1,456	15.0%	out	15	1,471	
		Right		34	1	3%		2%			34	1	3%			36	0	36	0.0%	0	0	36	
	Northbound	U-Turn				0%	62	0%		62	0	0	0%	1.00%	65	0	0	0	0.0%	0	0	0	
		Left		50	2	4%		81%			50	2	4%			53	0	53	0.0%	0	0	53	
		Through		7		0%		11%			7	0	0%			7	0	7	0.0%	0	0	7	
		Right		5		0%		8%			5	0	0%			5	0	5	0.0%	0	0	5	
	Southbound	U-Turn				0%	172	0%		172	0	0	0%	1.00%	181	0	0	0	0.0%	0	0	0	
		Left		18	1	6%		10%			18	1	6%			19	0	19	0.0%	0	0	19	
		Through		6		0%		3%			6	0	0%			6	0	6	0.0%	0	0	6	
		Right		148	1	1%		86%			148	1	1%			155	0	155	4.0%	out	4	159	

LTG Engineering & Planning

Intersection	Approach	Mvmnt's.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
St. Andrew's Dr. at W Rio Pinar Tr.	Eastbound	U-Turn	2023			0%	24	0%	1.00	24	0	0	0%	1.00%	25	0	0	0	0.0%	0	0	0	0.91
		Left		1	1	100%		4%			1	1	100%			1	0	1	0.0%	0	0	1	
		Through		13		0%		54%			13	0	0%			14	0	14	0.0%	0	0	14	
		Right		10		0%		42%			10	0	0%			11	0	11	0.0%	0	0	11	
	Westbound	U-Turn				0%	20	0%		20	0	0	0%	1.00%	21	0	0	0	0.0%	0	0	0	
		Left		14		70%		70%			14	0	0%			15	0	15	0.0%	0	0	15	
		Through		6		0%		30%			6	0	0%			6	0	6	0.0%	0	0	6	
		Right		0		0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Northbound	U-Turn				0%	77	0%		77	0	0	0%	1.00%	81	0	0	0	0.0%	0	0	0	
		Left		14		0%		18%			14	0	0%			15	0	15	0.0%	0	0	15	
		Through		46		0%		60%			46	0	0%			48	0	48	0.0%	0	0	48	
		Right		17		0%		22%			17	0	0%			18	0	18	0.0%	0	0	18	
	Southbound	U-Turn				0%	28	0%		28	0	0	0%	1.00%	29	0	0	0	0.0%	0	0	0	
		Left		3		0%		11%			3	0	0%			3	0	3	0.0%	0	0	3	
		Through		25	1	4%		89%			25	1	4%			26	0	26	0.0%	0	0	26	
		Right		0		0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmnt's.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
St. Andrew's Dr. at E Rio Pinar Tr.	Eastbound	U-Turn	2023			0%	33	0%	1.00	33	0	0	0%	1.00%	35	0	0	0	0.0%	0	0	0	0.75
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		33		0%		100%			33	0	0%			35	0	35	0.0%	0	0	35	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Westbound	U-Turn				0%	36	0%		36	0	0	0%	1.00%	38	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		21		0%		58%			21	0	0%			22	0	22	0.0%	0	0	22	
		Right		15		0%		42%			15	0	0%			16	0	16	0.0%	0	0	16	
	Northbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Southbound	U-Turn				0%	20	0%		20	0	0	0%	1.00%	21	0	0	0	0.0%	0	0	0	
		Left		20	2	10%		100%			20	2	10%			21	0	21	0.0%	0	0	21	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	

Intersection	Approach	Mvmnt's.	TMCs Collected: TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Approach Volume	% Turn Distribution	2023 Factored Existing Traffic: Seasonal Factor	Approach Volume	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Traffic: Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	Build-Out Traffic: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
St. Andrew's Dr. at Iroquois Tr.	Eastbound	U-Turn	2023			0%	53	0%	1.00	53	0	0	0%	1.00%	56	0	0	0	0.0%	0	0	0	0.81
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through		44	1	2%		83%			44	1	2%			46	0	46	0.0%	0	0	46	
		Right		9	1	11%		17%			9	1	11%			9	0	9	0.0%	0	0	9	
	Westbound	U-Turn				0%	45	0%		45	0	0	0%	1.00%	47	0	0	0	0.0%	0	0	0	
		Left		10		0%		22%			10	0	0%			11	0	11	4.0%	out	4	15	
		Through		35	1	3%		78%			35	1	3%			37	0	37	0.0%	0	0	37	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
	Northbound	U-Turn				0%	19	0%		19	0	0	0%	1.00%	20	0	0	0	0.0%	0	0	0	
		Left		9	1	11%		47%			9	1	11%			9	0	9	0.0%	0	0	9	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right		10		0%		53%			10	0	0%			11	0	11	4.0%	in	7	18	
	Southbound	U-Turn				0%	0	0%		0	0	0	0%	1.00%	0	0	0	0	0.0%	0	0	0	
		Left				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Through				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	
		Right				0%		0%			0	0	0%			0	0	0	0.0%	0	0	0	

APPENDIX G

Intersections Summary Work Sheets

2028 Background Conditions

Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	79	2	83	0	0	1	44	453	3	0	707	38
Future Vol, veh/h	79	2	83	0	0	1	44	453	3	0	707	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	118	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	3	2	3	2	2	100	7	5	2	2	2	11
Mvmt Flow	88	2	92	0	0	1	49	503	3	0	786	42

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1157	1411	414	997	1431	253	828	0	0	506	0	0
Stage 1	807	807	-	603	603	-	-	-	-	-	-	-
Stage 2	350	604	-	394	828	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.54	6.96	7.54	6.54	8.9	4.24	-	-	4.14	-	-
Critical Hdwy Stg 1	6.56	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.02	3.33	3.52	4.02	4.3	2.27	-	-	2.22	-	-
Pot Cap-1 Maneuver	150	137	584	198	133	519	768	-	-	1055	-	-
Stage 1	339	392	-	453	487	-	-	-	-	-	-	-
Stage 2	637	486	-	602	384	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	142	128	584	158	124	519	768	-	-	1055	-	-
Mov Cap-2 Maneuver	245	250	-	272	231	-	-	-	-	-	-	-
Stage 1	317	392	-	424	456	-	-	-	-	-	-	-
Stage 2	595	455	-	504	384	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	26.3	12	0.9	0
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	768	-	-	347	519	1055	-	-
HCM Lane V/C Ratio	0.064	-	-	0.525	0.002	-	-	-
HCM Control Delay (s)	10	-	-	26.3	12	0	-	-
HCM Lane LOS	B	-	-	D	B	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	2.9	0	0	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	159	81	2	4	0
Future Vol, veh/h	0	159	81	2	4	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	3	9	2	2	2
Mvmt Flow	0	183	93	2	5	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	95	0	-	0	277	94
Stage 1	-	-	-	-	94	-
Stage 2	-	-	-	-	183	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1499	-	-	-	713	963
Stage 1	-	-	-	-	930	-
Stage 2	-	-	-	-	848	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1499	-	-	-	713	963
Mov Cap-2 Maneuver	-	-	-	-	713	-
Stage 1	-	-	-	-	930	-
Stage 2	-	-	-	-	848	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1499	-	-	-	713
HCM Lane V/C Ratio	-	-	-	-	0.006
HCM Control Delay (s)	0	-	-	-	10.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	6.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	3	37	78	5
Future Vol, veh/h	0	0	3	37	78	5
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	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	14	4	2
Mvmt Flow	0	0	3	42	88	6

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	45	0	-	0	24	24
Stage 1	-	-	-	-	24	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1563	-	-	-	987	1052
Stage 1	-	-	-	-	993	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1563	-	-	-	987	1052
Mov Cap-2 Maneuver	-	-	-	-	987	-
Stage 1	-	-	-	-	993	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1563	-	-	-	991
HCM Lane V/C Ratio	-	-	-	-	0.094
HCM Control Delay (s)	0	-	-	-	9
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	40	0	5	4	0	76
Future Volume (Veh/h)	40	0	5	4	0	76
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	50	0	6	5	0	95
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		195	100	100	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		195	100	100	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	97		99	99	100	91
cM capacity (veh/h)	1604		681	765	765	1085

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	50	11	95
Volume Left	50	6	0
Volume Right	0	0	95
cSH	1604	717	1085
Volume to Capacity	0.03	0.02	0.09
Queue Length 95th (ft)	2	1	7
Control Delay (s)	7.3	10.1	8.6
Lane LOS	A	B	A
Approach Delay (s)	7.3	10.1	8.6
Approach LOS		B	A

Intersection Summary			
Average Delay	8.3		
Intersection Capacity Utilization	21.4%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	1	81	41	40	79	0
Future Vol, veh/h	1	81	41	40	79	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	5	13	4	2
Mvmt Flow	1	93	47	46	91	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	93	0	-	0	165	70
Stage 1	-	-	-	-	70	-
Stage 2	-	-	-	-	95	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1501	-	-	-	821	993
Stage 1	-	-	-	-	948	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1501	-	-	-	820	993
Mov Cap-2 Maneuver	-	-	-	-	820	-
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	924	-

Approach	EB	WB	SE
HCM Control Delay, s	0.1	0	9.9
HCM LOS			A

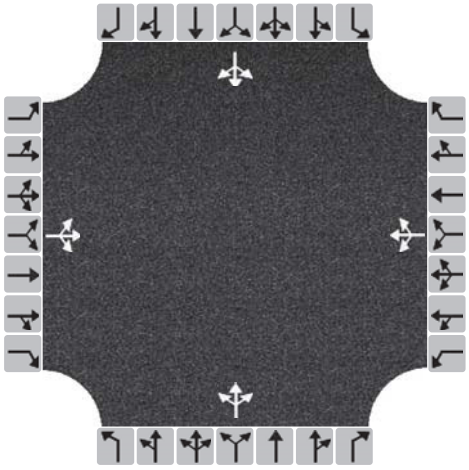
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1501	-	-	-	820
HCM Lane V/C Ratio	0.001	-	-	-	0.111
HCM Control Delay (s)	7.4	0	-	-	9.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.4

HCS All-Way Stop Control Report

General and Site Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Analysis Time Period (hrs)	0.25
Time Analyzed	Background A.M. Peak-hour
Project Description	5361.09 Tomoka Oaks Residential
Intersection	S St. Andrews at W Rio
Jurisdiction	Volusia
East/West Street	S St. Andrews Dr
North/South Street	W Rio Pinar Dr
Peak Hour Factor	0.86

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	0	6	16	11	3	0	3	25	17	4	53	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	26			16			52			66		
Percent Heavy Vehicles	2			2			2			25		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.023			0.014			0.047			0.059		
Final Departure Headway, h_d (s)	3.78			4.38			3.88			4.48		
Final Degree of Utilization, x	0.027			0.020			0.056			0.082		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	1.78			2.38			1.88			2.48		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	26			16			52			66		
Capacity (veh/h)	953			822			928			804		
95% Queue Length, Q_{95} (veh)	0.1			0.1			0.2			0.3		
Control Delay (s/veh)	6.9			7.5			7.1			7.9		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh) | LOS	6.9	A		7.5	A		7.1	A		7.9	A	
Intersection Delay (s/veh) | LOS	7.4						A					

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HCS Two-Way Stop-Control Report

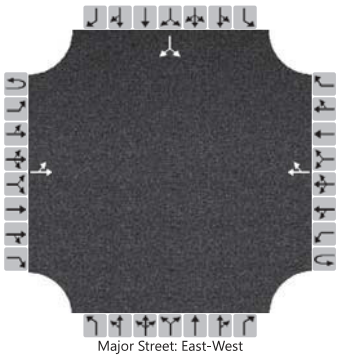
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Background A.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at E Rio
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	E Rio Pinar Dr
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		1	25				18	15						26		1
Percent Heavy Vehicles (%)		2												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1													30	
Capacity, c (veh/h)		1574													951	
v/c Ratio		0.00													0.03	
95% Queue Length, Q_{95} (veh)		0.0													0.1	
Control Delay (s/veh)		7.3	0.0												8.9	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)		0.3												8.9		
Approach LOS		A												A		

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HCS Two-Way Stop-Control Report

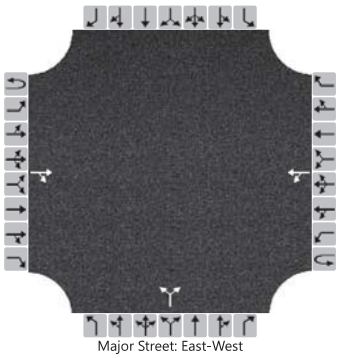
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Background A.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetioal

Site Information

Intersection	St. Andrews Dr at Iroquoi
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	Iroquois Tr
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			47	12		11	32			2		6				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						12					9					
Capacity, c (veh/h)						1539					972					
v/c Ratio						0.01					0.01					
95% Queue Length, Q_{95} (veh)						0.0					0.0					
Control Delay (s/veh)						7.4	0.1				8.7					
Level of Service (LOS)						A	A				A					
Approach Delay (s/veh)						1.9				8.7						
Approach LOS						A				A						

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Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	45	0	56	11	1	8	92	761	3	1	678	61
Future Vol, veh/h	45	0	56	11	1	8	92	761	3	1	678	61
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	118	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	4	2	2	2	2	2	2	100	2	2
Mvmt Flow	48	0	60	12	1	9	98	810	3	1	721	65

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1358	1765	393	1371	1796	407	786	0	0	813	0	0
Stage 1	756	756	-	1008	1008	-	-	-	-	-	-	-
Stage 2	602	1009	-	363	788	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.98	7.54	6.54	6.94	4.14	-	-	6.1	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.34	3.52	4.02	3.32	2.22	-	-	3.2	-	-
Pot Cap-1 Maneuver	107	83	600	105	79	593	829	-	-	398	-	-
Stage 1	366	414	-	258	316	-	-	-	-	-	-	-
Stage 2	453	316	-	628	400	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	95	73	600	86	69	593	829	-	-	398	-	-
Mov Cap-2 Maneuver	204	183	-	173	164	-	-	-	-	-	-	-
Stage 1	323	413	-	228	279	-	-	-	-	-	-	-
Stage 2	392	279	-	564	399	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.7	21.5	1.1	0
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	829	-	-	322	240	398	-	-
HCM Lane V/C Ratio	0.118	-	-	0.334	0.089	0.003	-	-
HCM Control Delay (s)	9.9	-	-	21.7	21.5	14.1	-	-
HCM Lane LOS	A	-	-	C	C	B	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1.4	0.3	0	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	106	149	9	5	1
Future Vol, veh/h	0	106	149	9	5	1
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	3	2	11	2	100
Mvmt Flow	0	112	157	9	5	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	166	0	-	0	274	162
Stage 1	-	-	-	-	162	-
Stage 2	-	-	-	-	112	-
Critical Hdwy	4.12	-	-	-	6.42	7.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	4.2
Pot Cap-1 Maneuver	1412	-	-	-	716	680
Stage 1	-	-	-	-	867	-
Stage 2	-	-	-	-	913	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1412	-	-	-	716	680
Mov Cap-2 Maneuver	-	-	-	-	716	-
Stage 1	-	-	-	-	867	-
Stage 2	-	-	-	-	913	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1412	-	-	-	710
HCM Lane V/C Ratio	-	-	-	-	0.009
HCM Control Delay (s)	0	-	-	-	10.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	2	86	47	4
Future Vol, veh/h	1	0	2	86	47	4
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	1	0	2	91	49	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	93	0	-	0	50	48
Stage 1	-	-	-	-	48	-
Stage 2	-	-	-	-	2	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1501	-	-	-	959	1021
Stage 1	-	-	-	-	974	-
Stage 2	-	-	-	-	1021	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1501	-	-	-	958	1021
Mov Cap-2 Maneuver	-	-	-	-	958	-
Stage 1	-	-	-	-	973	-
Stage 2	-	-	-	-	1021	-

Approach	EB	WB	SB
HCM Control Delay, s	7.4	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1501	-	-	-	963
HCM Lane V/C Ratio	0.001	-	-	-	0.056
HCM Control Delay (s)	7.4	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	64	0	1	5	1	61
Future Volume (Veh/h)	64	0	1	5	1	61
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Hourly flow rate (vph)	75	0	1	6	1	72
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		222	150	150	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		222	150	150	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	95		100	99	100	93
cM capacity (veh/h)	1623		660	707	707	1082

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	75	7	73
Volume Left	75	1	0
Volume Right	0	0	72
cSH	1623	700	1074
Volume to Capacity	0.05	0.01	0.07
Queue Length 95th (ft)	4	1	5
Control Delay (s)	7.3	10.2	8.6
Lane LOS	A	B	A
Approach Delay (s)	7.3	10.2	8.6
Approach LOS		B	A

Intersection Summary			
Average Delay	8.1		
Intersection Capacity Utilization	20.7%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	2	58	64	85	46	1
Future Vol, veh/h	2	58	64	85	46	1
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	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	62	68	90	49	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	158	0	-	0	179	113
Stage 1	-	-	-	-	113	-
Stage 2	-	-	-	-	66	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1422	-	-	-	811	940
Stage 1	-	-	-	-	912	-
Stage 2	-	-	-	-	957	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1422	-	-	-	810	940
Mov Cap-2 Maneuver	-	-	-	-	810	-
Stage 1	-	-	-	-	911	-
Stage 2	-	-	-	-	957	-

Approach	EB	WB	SE
HCM Control Delay, s	0.3	0	9.7
HCM LOS			A

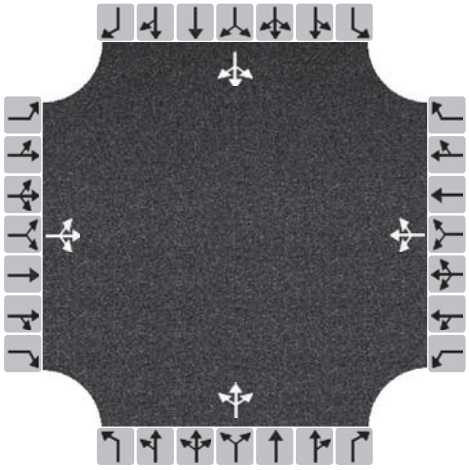
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1422	-	-	-	812
HCM Lane V/C Ratio	0.001	-	-	-	0.062
HCM Control Delay (s)	7.5	0	-	-	9.7
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2

HCS All-Way Stop Control Report

General and Site Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Analysis Time Period (hrs)	0.25
Time Analyzed	Background P.M. Peak-hour
Project Description	5361.09 Tomoka Oaks Residentail
Intersection	S St. Andrews at W Rio
Jurisdiction	Volusia
East/West Street	S St. Andrews Dr
North/South Street	W Rio Pinar Dr
Peak Hour Factor	0.91

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	1	14	11	15	6	0	15	48	18	3	26	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	29			23			89			32		
Percent Heavy Vehicles	100			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.025			0.021			0.079			0.028		
Final Departure Headway, h_d (s)	5.64			4.37			4.01			4.18		
Final Degree of Utilization, x	0.045			0.028			0.099			0.037		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.64			2.37			2.01			2.18		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	29			23			89			32		
Capacity (veh/h)	638			823			898			862		
95% Queue Length, Q_{95} (veh)	0.1			0.1			0.3			0.1		
Control Delay (s/veh)	8.9			7.5			7.4			7.3		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh) | LOS	8.9	A		7.5	A		7.4	A		7.3	A	
Intersection Delay (s/veh) | LOS	7.7						A					

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HCS Two-Way Stop-Control Report

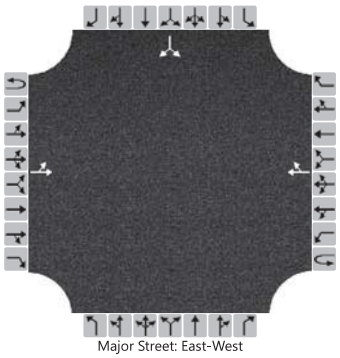
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Background P.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at E Rio
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	E Rio Pinar Dr
Peak Hour Factor	0.75
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		0	35				22	16						21		0
Percent Heavy Vehicles (%)		2												10		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.50		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.59		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0													28	
Capacity, c (veh/h)		1556													895	
v/c Ratio		0.00													0.03	
95% Queue Length, Q_{95} (veh)		0.0													0.1	
Control Delay (s/veh)		7.3	0.0												9.2	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)		0.0												9.2		
Approach LOS		A												A		

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HCS Two-Way Stop-Control Report

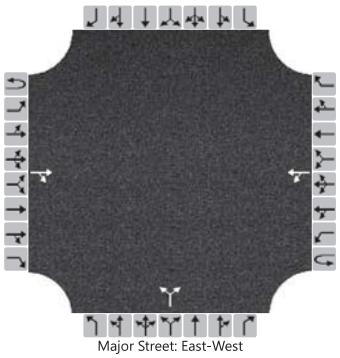
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Background P.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at Iroquoi
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	Iroquois Tr
Peak Hour Factor	0.81
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			46	9		11	37			9		11				
Percent Heavy Vehicles (%)						2				11		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.51		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.60		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						14					25					
Capacity, c (veh/h)						1533					917					
v/c Ratio						0.01					0.03					
95% Queue Length, Q_{95} (veh)						0.0					0.1					
Control Delay (s/veh)						7.4	0.1				9.0					
Level of Service (LOS)						A	A				A					
Approach Delay (s/veh)						1.7				9.0						
Approach LOS						A				A						

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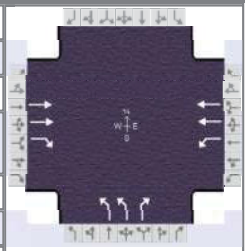
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Background AM Peak-hour	PHF	0.89
Urban Street	US 1	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	US 1 at Nova Rd	File Name	1- US 1 at Nova Rd_AM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		1090	734	34	816		509		75			

Signal Information			
Cycle, s	85.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	3.6	40.3	19.0	0.0	0.0	0.0						
Yellow	5.5	5.5	4.5	0.0	0.0	0.0		5	6	7	8	
Red	2.0	2.0	3.2	0.0	0.0	0.0						

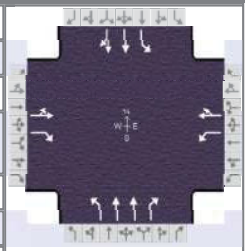
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		
Case Number		7.3	1.0	4.0		9.0		
Phase Duration, s		47.8	11.1	58.9		26.7		
Change Period, ($Y+R_c$), s		7.5	7.5	7.5		7.7		
Max Allow Headway (*MAH*), s		4.9	4.9	4.9		5.2		
Queue Clearance Time (g_s), s		31.6	2.9	14.4		15.3		
Green Extension Time (g_e), s		8.3	0.1	23.4		3.7		
Phase Call Probability		1.00	0.60	1.00		1.00		
Max Out Probability		0.89	0.00	0.70		0.13		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		6	16	5	2		7		14			
Adjusted Flow Rate (*v*), veh/h		1225	627	38	917		572		84			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1781		1781	1724		1716		1585			
Queue Service Time (g_s), s		23.7		0.9	12.4		13.3		3.7			
Cycle Queue Clearance Time (g_c), s		23.7		0.9	12.4		13.3		3.7			
Green Ratio (*g/C*)		0.47		0.54	0.60		0.22		0.22			
Capacity (*c*), veh/h		1676		246	2069		763		352			
Volume-to-Capacity Ratio (*X*)		0.731		0.155	0.443		0.750		0.239			
Back of Queue (*Q*), ft/ln (95 th percentile)		332.8		13.8	165		239.3		64.7			
Back of Queue (*Q*), veh/ln (95 th percentile)		13.1		0.5	6.3		9.3		2.5			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.02	0.00		0.75		0.00			
Uniform Delay (d_1), s/veh		18.3		13.7	9.3		31.1		27.3			
Incremental Delay (d_2), s/veh		1.5		0.4	0.2		2.1		0.5			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		19.8	0.0	14.1	9.5		33.2		27.8			
Level of Service (LOS)		B	A	B	A		C		C			
Approach Delay, s/veh / LOS	13.1	B		9.7	A		32.5	C		0.0		
Intersection Delay, s/veh / LOS	15.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.09	B	0.68	A	2.31	B	2.56	C
Bicycle LOS Score / LOS	2.02	B	1.28	A		F		

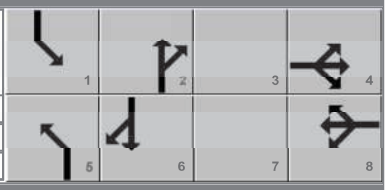
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Background AM Peak-hour	PHF	0.93
Urban Street	Nova Rd	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	Nova Rd at Wilmette Rd	File Name	3- Nova Rd at Wilmette Ave_ AM.xus		
Project Description	5361.09 Tomoka Oaks Residentail				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	47	72	129	184	65	29	71	486	132	33	753	62

Signal Information					EB			WB			NB			SB		
Cycle, s	81.6	Reference Phase	2													
Offset, s	0	Reference Point	End	Green	2.8	1.9		30.0	8.2		11.7	0.0				
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	5.0	0.0		4.0	4.0		4.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.5	0.0		2.5	2.5		2.5	0.0				



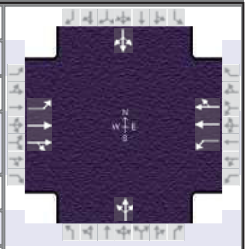
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		11.0		10.0	2.0	3.0	2.0	4.0
Phase Duration, s		14.7		18.2	12.2	38.4	10.3	36.5
Change Period, ($Y+R_c$), s		6.5		6.5	7.5	7.5	7.5	7.5
Max Allow Headway (*MAH*), s		4.3		4.3	4.0	4.9	4.0	4.9
Queue Clearance Time (g_s), s		7.5		10.8	5.5	11.0	3.6	18.4
Green Extension Time (g_e), s		0.7		0.9	0.1	11.1	0.0	10.5
Phase Call Probability		0.99		1.00	0.82	1.00	0.55	1.00
Max Out Probability		0.00		0.00	0.00	0.08	0.00	0.14

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h		128	100	198	101		76	523	43	35	444	432
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1834	1560	1767	1772		1753	1738	1585	1767	1870	1820
Queue Service Time (g_s), s		5.5	5.0	8.8	4.2		3.5	9.0	1.4	1.6	16.4	16.4
Cycle Queue Clearance Time (g_c), s		5.5	5.0	8.8	4.2		3.5	9.0	1.4	1.6	16.4	16.4
Green Ratio (*g/C*)		0.10	0.10	0.14	0.14		0.06	0.38	0.38	0.03	0.35	0.35
Capacity (*c*), veh/h		185	157	255	255		100	1315	600	60	664	646
Volume-to-Capacity Ratio (*X*)		0.692	0.636	0.777	0.396		0.761	0.397	0.072	0.591	0.669	0.669
Back of Queue (*Q*), ft/ln (95 th percentile)		122.2	96.4	188.7	85.4		80.6	154.2	21.8	37.5	279.9	269.9
Back of Queue (*Q*), veh/ln (95 th percentile)		4.8	3.7	7.4	3.4		3.1	5.9	0.9	1.5	11.0	10.8
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	1.48	2.52	0.00		0.61	0.00	0.07	0.15	0.00	0.00
Uniform Delay (d_1), s/veh		35.5	35.3	33.7	31.7		38.0	18.6	16.2	38.9	22.3	22.3
Incremental Delay (d_2), s/veh		4.6	4.2	5.1	1.0		11.2	0.3	0.1	8.9	1.7	1.7
Initial Queue Delay (d_3), s/veh		0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		40.1	39.5	38.8	32.7		49.1	18.9	16.3	47.8	23.9	24.0
Level of Service (LOS)		D	D	D	C		D	B	B	D	C	C
Approach Delay, s/veh / LOS	39.8	D		36.7	D		22.3	C		24.9	C	
Intersection Delay, s/veh / LOS	27.4						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.58	C	2.31	B	1.91	B	1.96	B
Bicycle LOS Score / LOS	0.86	A	0.98	A	1.02	A	1.24	A

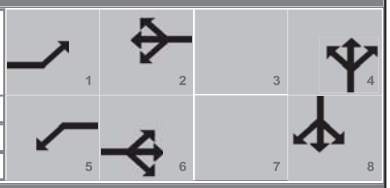
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Background AM Peak-hour	PHF	0.91
Urban Street	SR 40	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	SR 40 at Main Trail	File Name	9- SR 40 at Main Trail_ AM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	106	1134	177	55	1155	21	125	36	18	29	64	173

Signal Information					EB			WB				NB			SB		
Cycle, s	122.7	Reference Phase	2														
Offset, s	0	Reference Point	End	Green	4.4	1.1		66.1	30.0	0.0	0.0						
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.8	0.0		4.8	3.5	0.0	0.0						
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.8	0.0		2.0	3.3	0.0	0.0						



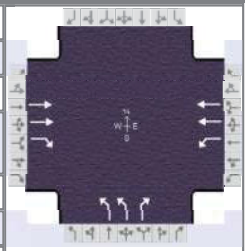
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	1.1	4.0	1.1	4.0		8.0		8.0
Phase Duration, s	13.1	74.0	12.0	72.9		36.8		36.8
Change Period, ($Y+R_c$), s	7.3	6.8	7.6	6.8		6.8		6.8
Max Allow Headway (*MAH*), s	4.0	5.0	4.0	5.0		4.5		4.5
Queue Clearance Time (g_s), s	5.6	39.0	3.8	32.1		29.9		20.9
Green Extension Time (g_e), s	0.3	28.2	0.1	31.2		0.0		1.5
Phase Call Probability	0.98	1.00	0.87	1.00		1.00		1.00
Max Out Probability	0.00	0.65	0.00	0.60		1.00		0.21

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	116	734	707	60	648	644		197			292	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1856	1768	1781	1870	1858		878			1737	
Queue Service Time (g_s), s	3.6	36.3	37.0	1.8	30.0	30.1		9.0			0.0	
Cycle Queue Clearance Time (g_c), s	3.6	36.3	37.0	1.8	30.0	30.1		27.9			18.9	
Green Ratio (*g/C*)	0.59	0.55	0.55	0.57	0.54	0.54		0.24			0.24	
Capacity (*c*), veh/h	268	1016	968	207	1007	1001		264			457	
Volume-to-Capacity Ratio (*X*)	0.435	0.722	0.730	0.292	0.643	0.644		0.744			0.640	
Back of Queue (*Q*), ft/ln (95 th percentile)	63.8	545.8	521.6	33.3	460.9	451.5		279.9			337.8	
Back of Queue (*Q*), veh/ln (95 th percentile)	2.5	21.3	20.9	1.3	18.1	18.1		11.0			13.3	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.23	0.00	0.00	0.12	0.00	0.00		0.00			0.00	
Uniform Delay (d_1), s/veh	16.3	20.8	20.9	18.5	20.0	20.0		47.3			42.3	
Incremental Delay (d_2), s/veh	1.1	2.1	2.3	0.8	1.1	1.1		10.8			3.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Control Delay (*d*), s/veh	17.5	22.8	23.2	19.3	21.1	21.1		58.2			45.3	
Level of Service (LOS)	B	C	C	B	C	C		E			D	
Approach Delay, s/veh / LOS	22.6	C		21.1	C		58.2	E		45.3	D	
Intersection Delay, s/veh / LOS	26.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.68	B	2.30	B	2.30	B
Bicycle LOS Score / LOS	1.77	B	1.60	B	0.81	A	0.97	A

HCS Signalized Intersection Results Summary

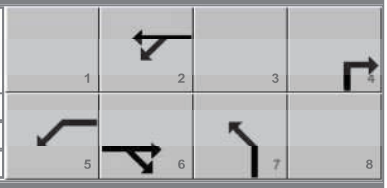
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Background PM Peak-hour	PHF	0.95
Urban Street	US 1	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	US 1 at Nova Rd	File Name	1.1- US 1 at Nova Rd_PM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		1103	725	71	1047		742		65			

Signal Information			
Cycle, s	92.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.1	39.3	25.1	0.0	0.0	0.0
Yellow	5.5	5.5	4.5	0.0	0.0	0.0
Red	2.0	2.0	3.2	0.0	0.0	0.0



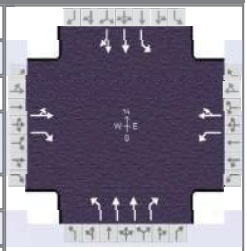
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		
Case Number		7.3	1.0	4.0		9.0		
Phase Duration, s		46.8	12.6	59.4		32.8		
Change Period, ($Y+R_c$), s		7.5	7.5	7.5		7.7		
Max Allow Headway (*MAH*), s		4.9	4.9	4.9		5.1		
Queue Clearance Time (g_s), s		32.4	4.0	20.1		21.6		
Green Extension Time (g_e), s		6.9	0.3	20.2		3.5		
Phase Call Probability		1.00	0.85	1.00		1.00		
Max Out Probability		0.90	0.00	0.77		0.60		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		6	16	5	2		7		14			
Adjusted Flow Rate (*v*), veh/h		1161	578	75	1102		781		68			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1781		1781	1781		1730		1585			
Queue Service Time (g_s), s		25.6		2.0	18.1		19.6		3.0			
Cycle Queue Clearance Time (g_c), s		25.6		2.0	18.1		19.6		3.0			
Green Ratio (*g/C*)		0.43		0.50	0.56		0.27		0.27			
Capacity (*c*), veh/h		1517		249	2004		943		432			
Volume-to-Capacity Ratio (*X*)		0.765		0.301	0.550		0.829		0.158			
Back of Queue (*Q*), ft/ln (95 th percentile)		374.2		34.1	249.5		337.3		52.1			
Back of Queue (*Q*), veh/ln (95 th percentile)		14.7		1.3	9.8		13.3		2.1			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.05	0.00		1.05		0.00			
Uniform Delay (d_1), s/veh		22.6		16.8	12.8		31.5		25.5			
Incremental Delay (d_2), s/veh		2.1		1.0	0.4		5.0		0.2			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		24.6	0.0	17.7	13.2		36.5		25.8			
Level of Service (LOS)		C	A	B	B		D		C			
Approach Delay, s/veh / LOS	16.4	B		13.5	B		35.7	D		0.0		
Intersection Delay, s/veh / LOS	19.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.10	B	0.69	A	2.31	B	2.56	C
Bicycle LOS Score / LOS	1.92	B	1.46	A		F		

HCS Signalized Intersection Results Summary

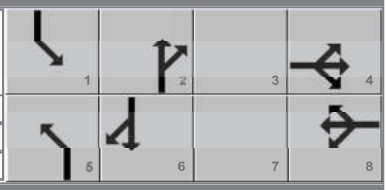
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Background PM Peak-hour	PHF	0.95
Urban Street	Nova Rd	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	Nova Rd at Wilmette Rd	File Name	3.1- Nova Rd at Wilmette Ave_PM.xus		
Project Description	5361.09 Tomoka Oaks Residentail				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	103	84	104	228	110	28	121	788	181	31	716	82

Signal Information			
Cycle, s	101.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.0	6.1	35.9	13.4	16.4	0.0	
Yellow	5.0	0.0	4.0	4.0	4.0	0.0	
Red	2.5	0.0	2.5	2.5	2.5	0.0	



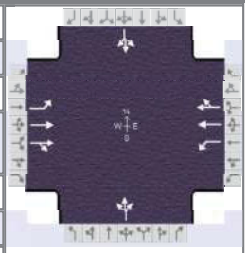
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		11.0		10.0	2.0	3.0	2.0	4.0
Phase Duration, s		19.9		22.9	16.6	48.5	10.5	42.4
Change Period, ($Y+R_c$), s		6.5		6.5	7.5	7.5	7.5	7.5
Max Allow Headway (*MAH*), s		4.3		4.2	4.0	5.0	4.0	5.0
Queue Clearance Time (g_s), s		12.7		15.3	9.1	20.5	3.8	21.9
Green Extension Time (g_e), s		0.7		1.0	0.2	13.3	0.0	13.0
Phase Call Probability		1.00		1.00	0.97	1.00	0.60	1.00
Max Out Probability		0.01		0.08	0.00	0.28	0.00	0.30

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h		197	45	240	145		127	829	71	33	428	412
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1820	1585	1781	1804		1781	1781	1415	1781	1870	1802
Queue Service Time (g_s), s		10.7	2.6	13.3	7.5		7.1	18.5	3.2	1.8	19.9	19.9
Cycle Queue Clearance Time (g_c), s		10.7	2.6	13.3	7.5		7.1	18.5	3.2	1.8	19.9	19.9
Green Ratio (*g/C*)		0.13	0.13	0.16	0.16		0.09	0.40	0.40	0.03	0.34	0.34
Capacity (*c*), veh/h		240	209	287	290		160	1435	570	53	641	618
Volume-to-Capacity Ratio (*X*)		0.821	0.217	0.837	0.500		0.796	0.578	0.124	0.618	0.667	0.667
Back of Queue (*Q*), ft/ln (95 th percentile)		230.2	48	272.3	157.3		156.7	298.5	46.6	43.8	341.6	326.8
Back of Queue (*Q*), veh/ln (95 th percentile)		9.1	1.9	10.7	6.2		6.2	11.8	1.8	1.7	13.5	13.1
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.74	3.63	0.00		1.18	0.00	0.16	0.18	0.00	0.00
Uniform Delay (d_1), s/veh		43.1	39.5	41.5	39.0		45.5	23.7	19.1	48.9	28.5	28.5
Incremental Delay (d_2), s/veh		6.8	0.5	8.5	1.3		8.7	0.5	0.1	11.2	1.7	1.8
Initial Queue Delay (d_3), s/veh		0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		49.9	40.1	50.0	40.4		54.1	24.2	19.3	60.0	30.2	30.3
Level of Service (LOS)		D	D	D	D		D	C	B	E	C	C
Approach Delay, s/veh / LOS	48.1	D		46.3	D		27.6	C		31.4	C	
Intersection Delay, s/veh / LOS	33.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.62	C	2.31	B	1.91	B	2.01	B
Bicycle LOS Score / LOS	0.89	A	1.12	A	1.34	A	1.21	A

HCS Signalized Intersection Results Summary

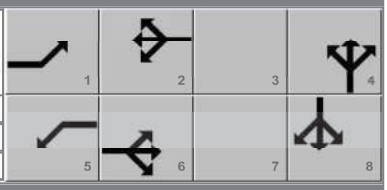
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Background PM Peak-hour	PHF	0.93
Urban Street	SR 40	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	SR 40 at Main Trail	File Name	9.1- SR 40 at Main Trail_ PM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	234	1482	88	7	1456	36	53	7	5	19	6	155

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	11.5	103.0	5.0	21.9	0.0	0.0
Yellow	4.8	4.8	4.8	3.5	0.0	0.0
Red	2.5	2.0	2.8	3.3	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	1.2	4.0	1.3	4.0		8.0		8.0
Phase Duration, s	18.8	128.7	12.6	122.4		28.7		28.7
Change Period, ($Y+R_c$), s	7.3	6.8	7.6	7.6		6.8		6.8
Max Allow Headway (*MAH*), s	4.0	0.0	4.0	0.0		4.5		4.5
Queue Clearance Time (g_s), s	10.8		2.0			21.6		20.6
Green Extension Time (g_e), s	0.7	0.0	2.0	0.0		0.4		0.4
Phase Call Probability	1.00		1.00			1.00		1.00
Max Out Probability	0.00		1.00			1.00		0.95

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	252	848	840	8	804	800		70			194	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1870	1833	1781	1870	1854		672			1718	
Queue Service Time (g_s), s	8.8	39.9	40.7	0.0	41.6	41.9		0.9			0.0	
Cycle Queue Clearance Time (g_c), s	8.8	39.9	40.7	0.0	41.6	41.9		19.6			18.6	
Green Ratio (*g/C*)	0.69	0.72	0.72	0.62	0.68	0.68		0.13			0.13	
Capacity (*c*), veh/h	277	1341	1314	231	1263	1252		125			245	
Volume-to-Capacity Ratio (*X*)	0.909	0.632	0.639	0.033	0.637	0.639		0.558			0.790	
Back of Queue (*Q*), ft/ln (95 th percentile)	309.5	575	567.4	7.3	616.9	606.9		145.9			362.2	
Back of Queue (*Q*), veh/ln (95 th percentile)	12.2	22.6	22.7	0.3	24.3	24.3		5.7			14.3	
Queue Storage Ratio (*RQ*) (95 th percentile)	1.11	0.00	0.00	0.03	0.00	0.00		0.00			0.00	
Uniform Delay (d_1), s/veh	28.5	12.5	12.6	22.3	15.7	15.8		73.1			72.8	
Incremental Delay (d_2), s/veh	15.6	2.3	2.4	0.1	2.5	2.5		3.9			13.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Control Delay (*d*), s/veh	44.1	14.7	15.0	22.3	18.2	18.3		76.9			85.8	
Level of Service (LOS)	D	B	B	C	B	B		E			F	
Approach Delay, s/veh / LOS	18.6	B		18.2	B		76.9	E		85.8	F	
Intersection Delay, s/veh / LOS	23.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.75	B	1.66	B	2.32	B	2.32	B
Bicycle LOS Score / LOS	2.09	B	1.82	B	0.60	A	0.81	A

APPENDIX H

Intersections Summary Work Sheets

2028 Buildout Conditions

Intersection	
Int Delay, s/veh	18.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	139	2	166	0	0	1	74	453	3	0	707	59
Future Vol, veh/h	139	2	166	0	0	1	74	453	3	0	707	59
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	118	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	3	2	3	2	2	100	7	5	2	2	2	11
Mvmt Flow	154	2	184	0	0	1	82	503	3	0	786	66

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1235	1489	426	1063	1521	253	852	0	0	506	0	0
Stage 1	819	819	-	669	669	-	-	-	-	-	-	-
Stage 2	416	670	-	394	852	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.54	6.96	7.54	6.54	8.9	4.24	-	-	4.14	-	-
Critical Hdwy Stg 1	6.56	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.02	3.33	3.52	4.02	4.3	2.27	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 132	123	574	177	117	519	751	-	-	1055	-	-
Stage 1	334	388	-	413	454	-	-	-	-	-	-	-
Stage 2	582	454	-	602	374	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	~ 121	110	574	109	104	519	751	-	-	1055	-	-
Mov Cap-2 Maneuver	222	231	-	207	201	-	-	-	-	-	-	-
Stage 1	298	388	-	368	405	-	-	-	-	-	-	-
Stage 2	517	405	-	406	374	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	93.1	12	1.4	0
HCM LOS	F	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	751	-	-	332	519	1055	-	-
HCM Lane V/C Ratio	0.109	-	-	1.027	0.002	-	-	-
HCM Control Delay (s)	10.4	-	-	93.1	12	0	-	-
HCM Lane LOS	B	-	-	F	B	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	11.9	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	302	132	2	4	0
Future Vol, veh/h	0	302	132	2	4	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	3	9	2	2	2
Mvmt Flow	0	347	152	2	5	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	154	0	-	0	500	153
Stage 1	-	-	-	-	153	-
Stage 2	-	-	-	-	347	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1426	-	-	-	530	893
Stage 1	-	-	-	-	875	-
Stage 2	-	-	-	-	716	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1426	-	-	-	530	893
Mov Cap-2 Maneuver	-	-	-	-	530	-
Stage 1	-	-	-	-	875	-
Stage 2	-	-	-	-	716	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.9
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1426	-	-	-	530
HCM Lane V/C Ratio	-	-	-	-	0.009
HCM Control Delay (s)	0	-	-	-	11.9
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	4.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	54	37	78	5
Future Vol, veh/h	0	0	54	37	78	5
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	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	14	4	2
Mvmt Flow	0	0	61	42	88	6

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	103	0	-	0	82	82
Stage 1	-	-	-	-	82	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1489	-	-	-	915	978
Stage 1	-	-	-	-	936	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1489	-	-	-	915	978
Mov Cap-2 Maneuver	-	-	-	-	915	-
Stage 1	-	-	-	-	936	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	9.4
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1489	-	-	-	919
HCM Lane V/C Ratio	-	-	-	-	0.101
HCM Control Delay (s)	0	-	-	-	9.4
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	40	0	148	10	2	76
Future Volume (Veh/h)	40	0	148	10	2	76
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	50	0	185	12	2	95
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		196	100	100	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		196	100	100	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	97		73	98	100	91
cM capacity (veh/h)	1604		678	765	765	1085

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	50	197	97
Volume Left	50	185	0
Volume Right	0	0	95
cSH	1604	683	1076
Volume to Capacity	0.03	0.29	0.09
Queue Length 95th (ft)	2	30	7
Control Delay (s)	7.3	12.4	8.7
Lane LOS	A	B	A
Approach Delay (s)	7.3	12.4	8.7
Approach LOS		B	A

Intersection Summary			
Average Delay	10.6		
Intersection Capacity Utilization	27.0%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	6.8

Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations						
Traffic Vol, veh/h	0	150	8	51	2	0
Future Vol, veh/h	0	150	8	51	2	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	75	75	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	200	11	68	3	0

Major/Minor	Minor2		Major2	
Conflicting Flow All	90	68	0	0
Stage 1	90	-	-	-
Stage 2	0	-	-	-
Critical Hdwy	6.52	6.22	4.12	-
Critical Hdwy Stg 1	5.52	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	4.018	3.318	2.218	-
Pot Cap-1 Maneuver	800	995	-	-
Stage 1	820	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %				-
Mov Cap-1 Maneuver	0	995	-	-
Mov Cap-2 Maneuver	0	-	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-

Approach	EB	WB
HCM Control Delay, s	9.5	
HCM LOS	A	

Minor Lane/Major Mvmt	EBLn1	WBL	WBT
Capacity (veh/h)	995	-	-
HCM Lane V/C Ratio	0.201	-	-
HCM Control Delay (s)	9.5	-	-
HCM Lane LOS	A	-	-
HCM 95th %tile Q(veh)	0.7	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	1	224	41	91	79	0
Future Vol, veh/h	1	224	41	91	79	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	5	13	4	2
Mvmt Flow	1	257	47	105	91	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	152	0	-	0	359	100
Stage 1	-	-	-	-	100	-
Stage 2	-	-	-	-	259	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1429	-	-	-	636	956
Stage 1	-	-	-	-	919	-
Stage 2	-	-	-	-	780	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1429	-	-	-	635	956
Mov Cap-2 Maneuver	-	-	-	-	635	-
Stage 1	-	-	-	-	918	-
Stage 2	-	-	-	-	780	-

Approach	EB	WB	SE
HCM Control Delay, s	0	0	11.6
HCM LOS			B

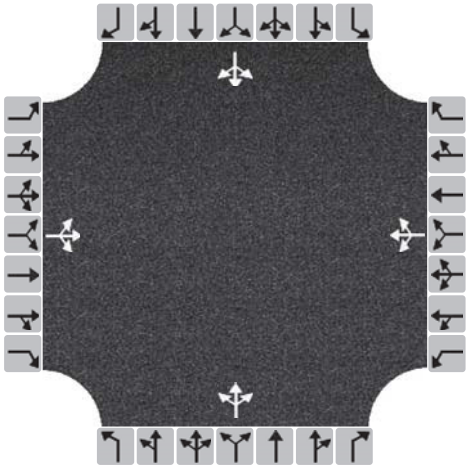
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1429	-	-	-	635
HCM Lane V/C Ratio	0.001	-	-	-	0.143
HCM Control Delay (s)	7.5	0	-	-	11.6
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

HCS All-Way Stop Control Report

General and Site Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Analysis Time Period (hrs)	0.25
Time Analyzed	Buildout A.M. Peak-hour
Project Description	5361.09 Tomoka Oaks Residential
Intersection	S St. Andrews at W Rio
Jurisdiction	Volusia
East/West Street	S St. Andrews Dr
North/South Street	W Rio Pinar Dr
Peak Hour Factor	0.86

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	0	6	16	11	3	0	3	25	17	4	53	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	26			16			52			66		
Percent Heavy Vehicles	2			2			2			25		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.023			0.014			0.047			0.059		
Final Departure Headway, h_d (s)	3.78			4.38			3.88			4.48		
Final Degree of Utilization, x	0.027			0.020			0.056			0.082		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	1.78			2.38			1.88			2.48		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	26			16			52			66		
Capacity (veh/h)	953			822			928			804		
95% Queue Length, Q_{95} (veh)	0.1			0.1			0.2			0.3		
Control Delay (s/veh)	6.9			7.5			7.1			7.9		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh) | LOS	6.9	A		7.5	A		7.1	A		7.9	A	
Intersection Delay (s/veh) | LOS	7.4						A					

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HCS Two-Way Stop-Control Report

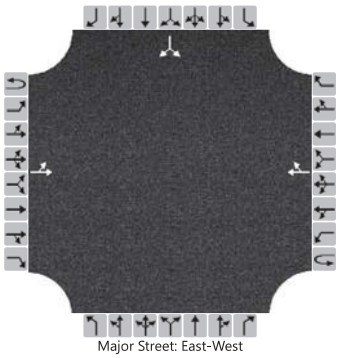
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Buildout A.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at E Rio
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	E Rio Pinar Dr
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		1	25				18	15						26		1
Percent Heavy Vehicles (%)		2												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1													30	
Capacity, c (veh/h)		1574													951	
v/c Ratio		0.00													0.03	
95% Queue Length, Q_{95} (veh)		0.0													0.1	
Control Delay (s/veh)		7.3	0.0												8.9	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)		0.3												8.9		
Approach LOS		A												A		

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HCS Two-Way Stop-Control Report

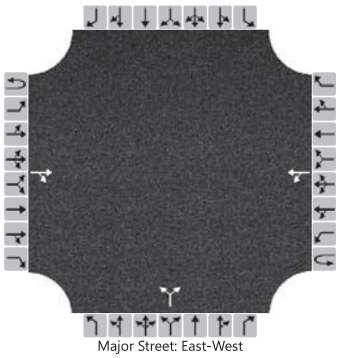
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Buildout A.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetioal

Site Information

Intersection	St. Andrews Dr at Iroquoi
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	Iroquois Tr
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			47	12		17	32			2		8				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						18					11					
Capacity, c (veh/h)						1539					974					
v/c Ratio						0.01					0.01					
95% Queue Length, Q_{95} (veh)						0.0					0.0					
Control Delay (s/veh)						7.4	0.1				8.7					
Level of Service (LOS)						A	A				A					
Approach Delay (s/veh)						2.6				8.7						
Approach LOS						A				A						

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Intersection	
Int Delay, s/veh	8.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	86	0	114	11	1	8	191	761	3	1	678	131
Future Vol, veh/h	86	0	114	11	1	8	191	761	3	1	678	131
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	118	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	4	2	2	2	2	2	2	100	2	2
Mvmt Flow	91	0	121	12	1	9	203	810	3	1	721	139

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1605	2012	430	1581	2080	407	860	0	0	813	0	0
Stage 1	793	793	-	1218	1218	-	-	-	-	-	-	-
Stage 2	812	1219	-	363	862	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.98	7.54	6.54	6.94	4.14	-	-	6.1	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.34	3.52	4.02	3.32	2.22	-	-	3.2	-	-
Pot Cap-1 Maneuver	~ 70	58	568	73	53	593	777	-	-	398	-	-
Stage 1	348	398	-	191	251	-	-	-	-	-	-	-
Stage 2	339	251	-	628	370	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	~ 55	43	568	46	39	593	777	-	-	398	-	-
Mov Cap-2 Maneuver	139	131	-	104	98	-	-	-	-	-	-	-
Stage 1	257	397	-	141	185	-	-	-	-	-	-	-
Stage 2	245	185	-	493	369	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	72.3	32.1	2.3	0
HCM LOS	F	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	777	-	-	244	154	398	-	-
HCM Lane V/C Ratio	0.262	-	-	0.872	0.138	0.003	-	-
HCM Control Delay (s)	11.3	-	-	72.3	32.1	14.1	-	-
HCM Lane LOS	B	-	-	F	D	B	-	-
HCM 95th %tile Q(veh)	1	-	-	7.2	0.5	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	205	318	9	5	1
Future Vol, veh/h	0	205	318	9	5	1
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	3	2	11	2	100
Mvmt Flow	0	216	335	9	5	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	344	0	-	0	556	340
Stage 1	-	-	-	-	340	-
Stage 2	-	-	-	-	216	-
Critical Hdwy	4.12	-	-	-	6.42	7.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	4.2
Pot Cap-1 Maneuver	1215	-	-	-	492	526
Stage 1	-	-	-	-	721	-
Stage 2	-	-	-	-	820	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1215	-	-	-	492	526
Mov Cap-2 Maneuver	-	-	-	-	492	-
Stage 1	-	-	-	-	721	-
Stage 2	-	-	-	-	820	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	12.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1215	-	-	-	497
HCM Lane V/C Ratio	-	-	-	-	0.013
HCM Control Delay (s)	0	-	-	-	12.3
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	171	86	47	4
Future Vol, veh/h	1	0	171	86	47	4
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	1	0	180	91	49	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	271	0	-	0	228	226
Stage 1	-	-	-	-	226	-
Stage 2	-	-	-	-	2	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1292	-	-	-	760	813
Stage 1	-	-	-	-	812	-
Stage 2	-	-	-	-	1021	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1292	-	-	-	759	813
Mov Cap-2 Maneuver	-	-	-	-	759	-
Stage 1	-	-	-	-	811	-
Stage 2	-	-	-	-	1021	-

Approach	EB	WB	SB
HCM Control Delay, s	7.8	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1292	-	-	-	763
HCM Lane V/C Ratio	0.001	-	-	-	0.07
HCM Control Delay (s)	7.8	0	-	-	10.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	64	0	100	9	8	61
Future Volume (Veh/h)	64	0	100	9	8	61
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Hourly flow rate (vph)	75	0	118	11	9	72
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		226	150	150	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		226	150	150	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	95		82	98	99	93
cM capacity (veh/h)	1623		650	707	707	1082

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	75	129	81
Volume Left	75	118	0
Volume Right	0	0	72
cSH	1623	655	1022
Volume to Capacity	0.05	0.20	0.08
Queue Length 95th (ft)	4	18	6
Control Delay (s)	7.3	11.8	8.8
Lane LOS	A	B	A
Approach Delay (s)	7.3	11.8	8.8
Approach LOS		B	A

Intersection Summary			
Average Delay	9.8		
Intersection Capacity Utilization	23.8%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	3.8

Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations						
Traffic Vol, veh/h	0	103	6	169	7	1
Future Vol, veh/h	0	103	6	169	7	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	75	75	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	137	8	225	9	1

Major/Minor	Minor2		Major2	
Conflicting Flow All	241	225	0	0
Stage 1	241	-	-	-
Stage 2	0	-	-	-
Critical Hdwy	6.52	6.22	4.12	-
Critical Hdwy Stg 1	5.52	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	4.018	3.318	2.218	-
Pot Cap-1 Maneuver	660	814	-	-
Stage 1	706	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %				-
Mov Cap-1 Maneuver	0	814	-	-
Mov Cap-2 Maneuver	0	-	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-

Approach	EB	WB
HCM Control Delay, s	10.3	
HCM LOS	B	

Minor Lane/Major Mvmt	EBLn1	WBL	WBT
Capacity (veh/h)	814	-	-
HCM Lane V/C Ratio	0.169	-	-
HCM Control Delay (s)	10.3	-	-
HCM Lane LOS	B	-	-
HCM 95th %tile Q(veh)	0.6	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	2	157	64	254	46	1
Future Vol, veh/h	2	157	64	254	46	1
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	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	167	68	270	49	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	338	0	-	0	374	203
Stage 1	-	-	-	-	203	-
Stage 2	-	-	-	-	171	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1221	-	-	-	627	838
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	859	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1221	-	-	-	626	838
Mov Cap-2 Maneuver	-	-	-	-	626	-
Stage 1	-	-	-	-	829	-
Stage 2	-	-	-	-	859	-

Approach	EB	WB	SE
HCM Control Delay, s	0.1	0	11.2
HCM LOS			B

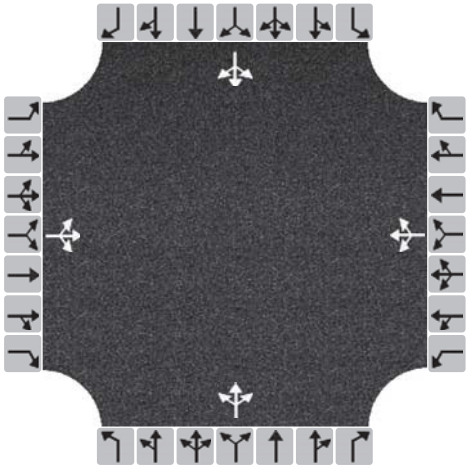
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1221	-	-	-	629
HCM Lane V/C Ratio	0.002	-	-	-	0.079
HCM Control Delay (s)	8	0	-	-	11.2
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.3

HCS All-Way Stop Control Report

General and Site Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Analysis Time Period (hrs)	0.25
Time Analyzed	Buildout P.M. Peak-hour
Project Description	5361.09 Tomoka Oaks Residentail
Intersection	S St. Andrews at W Rio
Jurisdiction	Volusia
East/West Street	S St. Andrews Dr
North/South Street	W Rio Pinar Dr
Peak Hour Factor	0.91

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	1	14	11	15	6	0	15	48	18	3	26	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	29			23			89			32		
Percent Heavy Vehicles	100			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.025			0.021			0.079			0.028		
Final Departure Headway, h_d (s)	5.64			4.37			4.01			4.18		
Final Degree of Utilization, x	0.045			0.028			0.099			0.037		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.64			2.37			2.01			2.18		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	29			23			89			32		
Capacity (veh/h)	638			823			898			862		
95% Queue Length, Q_{95} (veh)	0.1			0.1			0.3			0.1		
Control Delay (s/veh)	8.9			7.5			7.4			7.3		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh) | LOS	8.9	A		7.5	A		7.4	A		7.3	A	
Intersection Delay (s/veh) | LOS	7.7						A					

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HCS Two-Way Stop-Control Report

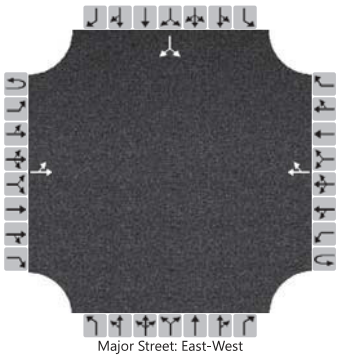
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Buildout P.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at E Rio
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	E Rio Pinar Dr
Peak Hour Factor	0.75
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		0	35				22	16						21		0
Percent Heavy Vehicles (%)		2												10		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.50		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.59		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0													28	
Capacity, c (veh/h)		1556													895	
v/c Ratio		0.00													0.03	
95% Queue Length, Q_{95} (veh)		0.0													0.1	
Control Delay (s/veh)		7.3	0.0												9.2	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)		0.0												9.2		
Approach LOS		A												A		

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HCS Two-Way Stop-Control Report

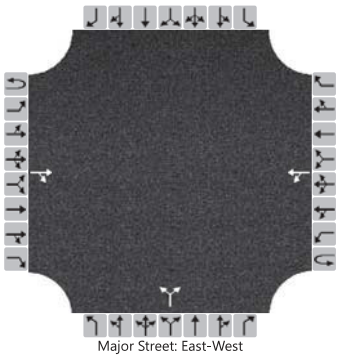
General Information

Analyst	BNH
Agency/Co.	LTG
Date Performed	03.21.2023
Analysis Year	2028
Time Analyzed	Buildout P.M. Peak-hour
Intersection Orientation	East-West
Project Description	5361.09 Tomoka Oaks Residetial

Site Information

Intersection	St. Andrews Dr at Iroquoi
Jurisdiction	Volusia
East/West Street	St. Andrews Dr
North/South Street	Iroquois Tr
Peak Hour Factor	0.81
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			46	9		15	37			9		18				
Percent Heavy Vehicles (%)						2				11		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage				Undivided												

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.51		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.60		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						19					33					
Capacity, c (veh/h)						1533					932					
v/c Ratio						0.01					0.04					
95% Queue Length, Q_{95} (veh)						0.0					0.1					
Control Delay (s/veh)						7.4	0.1				9.0					
Level of Service (LOS)						A	A				A					
Approach Delay (s/veh)					2.2				9.0							
Approach LOS					A				A							

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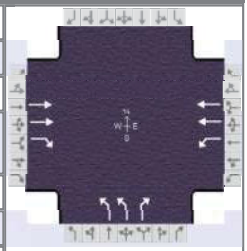
HCS Signalized Intersection Results Summary

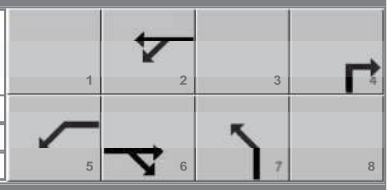
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Buildout AM Peak-hour	PHF	0.89
Urban Street	US 1	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	US 1 at Nova Rd	File Name	1- US 1 at Nova Rd_AM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		1090	745	45	816		539		105			

Signal Information			
Cycle, s	88.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.3	40.7	20.4	0.0	0.0	0.0						
Yellow	5.5	5.5	4.5	0.0	0.0	0.0						
Red	2.0	2.0	3.2	0.0	0.0	0.0						



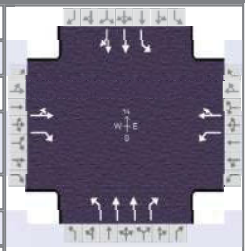
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		
Case Number		7.3	1.0	4.0		9.0		
Phase Duration, s		48.2	11.8	60.0		28.1		
Change Period, ($Y+R_c$), s		7.5	7.5	7.5		7.7		
Max Allow Headway (*MAH*), s		4.9	4.9	4.9		5.2		
Queue Clearance Time (g_s), s		34.1	3.2	14.9		16.5		
Green Extension Time (g_e), s		6.6	0.2	23.2		3.9		
Phase Call Probability		1.00	0.71	1.00		1.00		
Max Out Probability		0.92	0.00	0.71		0.20		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		6	16	5	2		7		14			
Adjusted Flow Rate (*v*), veh/h		1225	639	51	917		606		118			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1781		1781	1724		1716		1585			
Queue Service Time (g_s), s		24.9		1.2	12.9		14.5		5.4			
Cycle Queue Clearance Time (g_c), s		24.9		1.2	12.9		14.5		5.4			
Green Ratio (*g/C*)		0.46		0.53	0.60		0.23		0.23			
Capacity (*c*), veh/h		1645		250	2053		797		368			
Volume-to-Capacity Ratio (*X*)		0.745		0.202	0.447		0.760		0.321			
Back of Queue (*Q*), ft/ln (95 th percentile)		351.9		19.3	176.5		257.4		94.6			
Back of Queue (*Q*), veh/ln (95 th percentile)		13.9		0.8	6.7		10.1		3.7			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.03	0.00		0.80		0.00			
Uniform Delay (d_1), s/veh		19.4		14.5	9.8		31.6		28.1			
Incremental Delay (d_2), s/veh		1.7		0.6	0.2		2.3		0.7			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		21.2	0.0	15.1	10.0		33.9		28.8			
Level of Service (LOS)		C	A	B	B		C		C			
Approach Delay, s/veh / LOS	13.9	B		10.3	B		33.1	C		0.0		
Intersection Delay, s/veh / LOS	16.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.09	B	0.68	A	2.31	B	2.56	C
Bicycle LOS Score / LOS	2.03	B	1.29	A		F		

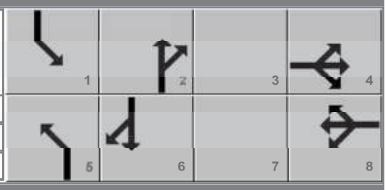
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Buildout AM Peak-hour	PHF	0.93
Urban Street	Nova Rd	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	Nova Rd at Wilmette Rd	File Name	3- Nova Rd at Wilmette Ave_ AM.xus		
Project Description	5361.09 Tomoka Oaks Residentail				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	48	72	129	184	65	31	71	513	132	39	829	63

Signal Information												
Cycle, s	86.0	Reference Phase	2									
Offset, s	0	Reference Point	End	Green	3.2	1.7	33.2	8.6	12.2	0.0		
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	5.0	0.0	4.0	4.0	4.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.5	0.0	2.5	2.5	2.5	0.0		



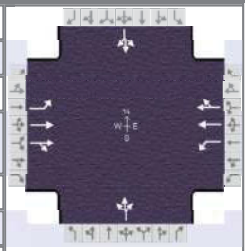
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		11.0		10.0	2.0	3.0	2.0	4.0
Phase Duration, s		15.1		18.7	12.4	41.5	10.7	39.7
Change Period, ($Y+R_c$), s		6.5		6.5	7.5	7.5	7.5	7.5
Max Allow Headway (*MAH*), s		4.3		4.3	4.0	4.9	4.0	4.9
Queue Clearance Time (g_s), s		7.9		11.3	5.7	11.8	4.0	20.9
Green Extension Time (g_e), s		0.7		0.9	0.1	12.4	0.1	11.3
Phase Call Probability		1.00		1.00	0.84	1.00	0.63	1.00
Max Out Probability		0.00		0.01	0.00	0.12	0.00	0.21

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h		129	100	198	103		76	552	43	42	486	473
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1834	1560	1767	1768		1753	1738	1585	1767	1870	1823
Queue Service Time (g_s), s		5.9	5.3	9.3	4.6		3.7	9.8	1.5	2.0	18.9	18.9
Cycle Queue Clearance Time (g_c), s		5.9	5.3	9.3	4.6		3.7	9.8	1.5	2.0	18.9	18.9
Green Ratio (*g/C*)		0.10	0.10	0.14	0.14		0.06	0.40	0.40	0.04	0.38	0.38
Capacity (*c*), veh/h		183	156	252	252		100	1374	627	65	702	684
Volume-to-Capacity Ratio (*X*)		0.704	0.641	0.786	0.410		0.762	0.401	0.069	0.643	0.692	0.692
Back of Queue (*Q*), ft/ln (95 th percentile)		131	102.1	198.7	92.7		84.9	169.5	22.5	46.9	314.1	303.1
Back of Queue (*Q*), veh/ln (95 th percentile)		5.2	4.0	7.8	3.6		3.3	6.5	0.9	1.8	12.4	12.1
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	1.57	2.65	0.00		0.64	0.00	0.07	0.19	0.00	0.00
Uniform Delay (d_1), s/veh		37.5	37.2	35.6	33.6		40.0	18.7	16.2	40.9	22.7	22.7
Incremental Delay (d_2), s/veh		4.9	4.3	5.4	1.1		11.2	0.3	0.1	10.1	1.8	1.8
Initial Queue Delay (d_3), s/veh		0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		42.4	41.6	41.0	34.7		51.2	19.0	16.2	51.0	24.5	24.5
Level of Service (LOS)		D	D	D	C		D	B	B	D	C	C
Approach Delay, s/veh / LOS	42.0	D		38.8	D		22.5	C		25.6	C	
Intersection Delay, s/veh / LOS	28.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.58	C	2.31	B	1.91	B	1.96	B
Bicycle LOS Score / LOS	0.87	A	0.98	A	1.04	A	1.31	A

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Buildout AM Peak-hour	PHF	0.91
Urban Street	SR 40	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	SR 40 at Main Trail	File Name	9- SR 40 at Main Trail_ AM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	108	1142	177	55	1177	21	125	36	18	29	64	179

Signal Information			
Cycle, s	123.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4
Green	4.4	1.2	66.6	30.0	0.0	0.0	5	6	7	8
Yellow	4.8	0.0	4.8	3.5	0.0	0.0				
Red	2.8	0.0	2.0	3.3	0.0	0.0				

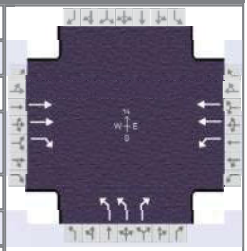
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	1.1	4.0	1.1	4.0		8.0		8.0
Phase Duration, s	13.2	74.6	12.0	73.4		36.8		36.8
Change Period, ($Y+R_c$), s	7.3	6.8	7.6	6.8		6.8		6.8
Max Allow Headway (*MAH*), s	4.0	5.0	4.0	5.0		4.5		4.5
Queue Clearance Time (g_s), s	5.6	39.4	3.8	33.0		30.8		21.5
Green Extension Time (g_e), s	0.3	28.4	0.1	31.4		0.0		1.5
Phase Call Probability	0.98	1.00	0.87	1.00		1.00		1.00
Max Out Probability	0.00	0.67	0.00	0.62		1.00		0.26

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	119	738	711	60	660	656		197			299	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1856	1769	1781	1870	1859		853			1743	
Queue Service Time (g_s), s	3.6	36.7	37.4	1.8	31.0	31.0		9.2			0.0	
Cycle Queue Clearance Time (g_c), s	3.6	36.7	37.4	1.8	31.0	31.0		28.8			19.5	
Green Ratio (*g/C*)	0.59	0.55	0.55	0.58	0.54	0.54		0.24			0.24	
Capacity (*c*), veh/h	264	1020	972	206	1010	1004		257			456	
Volume-to-Capacity Ratio (*X*)	0.450	0.724	0.732	0.293	0.654	0.654		0.766			0.656	
Back of Queue (*Q*), ft/ln (95 th percentile)	65.4	551.4	527.3	33.4	474	465		286.8			348.6	
Back of Queue (*Q*), veh/ln (95 th percentile)	2.6	21.5	21.1	1.3	18.7	18.6		11.3			13.7	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.23	0.00	0.00	0.12	0.00	0.00		0.00			0.00	
Uniform Delay (d_1), s/veh	16.7	20.8	20.9	18.6	20.2	20.2		48.1			42.9	
Incremental Delay (d_2), s/veh	1.2	2.1	2.4	0.8	1.2	1.2		12.9			3.4	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Control Delay (*d*), s/veh	17.9	22.9	23.3	19.4	21.4	21.4		61.0			46.3	
Level of Service (LOS)	B	C	C	B	C	C		E			D	
Approach Delay, s/veh / LOS	22.7	C		21.3	C		61.0	E		46.3	D	
Intersection Delay, s/veh / LOS	26.4						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.68	B	2.30	B	2.30	B
Bicycle LOS Score / LOS	1.78	B	1.62	B	0.81	A	0.98	A

HCS Signalized Intersection Results Summary

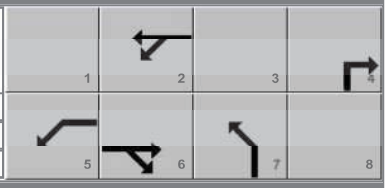
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Buildout PM Peak-hour	PHF	0.95
Urban Street	US 1	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	US 1 at Nova Rd	File Name	1.1- US 1 at Nova Rd_PM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		1103	760	106	1047		763		86			

Signal Information			
Cycle, s	96.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.7	41.4	26.3	0.0	0.0	0.0
Yellow	5.5	5.5	4.5	0.0	0.0	0.0
Red	2.0	2.0	3.2	0.0	0.0	0.0



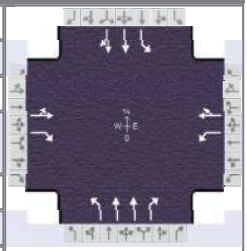
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		
Case Number		7.3	1.0	4.0		9.0		
Phase Duration, s		48.9	13.2	62.1		34.0		
Change Period, ($Y+R_c$), s		7.5	7.5	7.5		7.7		
Max Allow Headway (*MAH*), s		4.9	4.9	4.9		5.1		
Queue Clearance Time (g_s), s		36.7	5.1	22.1		23.1		
Green Extension Time (g_e), s		4.7	0.4	19.0		3.2		
Phase Call Probability		1.00	0.95	1.00		1.00		
Max Out Probability		0.96	0.00	0.80		0.78		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		6	16	5	2		7		14			
Adjusted Flow Rate (*v*), veh/h		1161	615	112	1102		803		91			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1781		1781	1692		1730		1585			
Queue Service Time (g_s), s		26.5		3.1	20.1		21.1		4.2			
Cycle Queue Clearance Time (g_c), s		26.5		3.1	20.1		21.1		4.2			
Green Ratio (*g/C*)		0.43		0.51	0.57		0.27		0.27			
Capacity (*c*), veh/h		1535		256	1922		947		434			
Volume-to-Capacity Ratio (*X*)		0.757		0.437	0.573		0.848		0.209			
Back of Queue (*Q*), ft/ln (95 th percentile)		388.5		54.6	264.3		364.8		73.2			
Back of Queue (*Q*), veh/ln (95 th percentile)		15.3		2.1	10.4		14.4		2.9			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.08	0.00		1.14		0.00			
Uniform Delay (d_1), s/veh		23.1		17.8	13.3		33.0		26.9			
Incremental Delay (d_2), s/veh		2.1		1.7	0.5		6.3		0.3			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		25.2	0.0	19.4	13.8		39.3		27.2			
Level of Service (LOS)		C	A	B	B		D		C			
Approach Delay, s/veh / LOS	16.5	B		14.3	B		38.1	D		0.0		
Intersection Delay, s/veh / LOS	20.8						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.10	B	0.69	A	2.31	B	2.56	C
Bicycle LOS Score / LOS	1.95	B	1.49	A		F		

HCS Signalized Intersection Results Summary

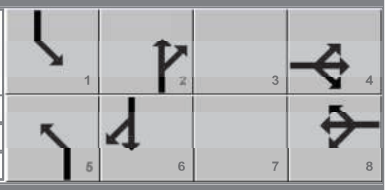
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Buildout PM Peak-hour	PHF	0.95
Urban Street	Nova Rd	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	Nova Rd at Wilmette Rd	File Name	3.1- Nova Rd at Wilmette Ave_PM.xus		
Project Description	5361.09 Tomoka Oaks Residentail				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	105	84	104	228	110	35	121	878	181	35	769	83

Signal Information			
Cycle, s	106.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.3	6.2	39.0	14.0	17.0	0.0	
Yellow	5.0	0.0	4.0	4.0	4.0	0.0	
Red	2.5	0.0	2.5	2.5	2.5	0.0	



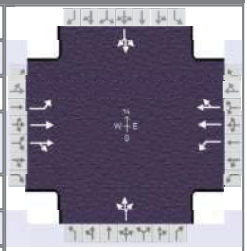
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		11.0		10.0	2.0	3.0	2.0	4.0
Phase Duration, s		20.5		23.5	17.0	51.7	10.8	45.5
Change Period, ($Y+R_c$), s		6.5		6.5	7.5	7.5	7.5	7.5
Max Allow Headway (*MAH*), s		4.3		4.2	4.0	5.0	4.0	5.0
Queue Clearance Time (g_s), s		13.4		16.0	9.5	23.9	4.2	24.1
Green Extension Time (g_e), s		0.7		1.0	0.2	13.9	0.1	13.9
Phase Call Probability		1.00		1.00	0.98	1.00	0.66	1.00
Max Out Probability		0.01		0.12	0.00	0.41	0.00	0.41

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h		199	45	240	153		127	924	71	37	456	441
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1820	1585	1781	1792		1781	1781	1415	1781	1870	1806
Queue Service Time (g_s), s		11.4	2.7	14.0	8.3		7.5	21.9	3.3	2.2	22.1	22.1
Cycle Queue Clearance Time (g_c), s		11.4	2.7	14.0	8.3		7.5	21.9	3.3	2.2	22.1	22.1
Green Ratio (*g/C*)		0.13	0.13	0.16	0.16		0.09	0.41	0.41	0.03	0.36	0.36
Capacity (*c*), veh/h		240	209	284	286		159	1477	587	56	667	644
Volume-to-Capacity Ratio (*X*)		0.830	0.217	0.844	0.534		0.801	0.626	0.120	0.663	0.684	0.684
Back of Queue (*Q*), ft/ln (95 th percentile)		241.7	50.4	286.3	175		164.7	344.9	48	52.1	376.1	360
Back of Queue (*Q*), veh/ln (95 th percentile)		9.5	2.0	11.3	6.9		6.5	13.6	1.9	2.1	14.8	14.4
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.78	3.82	0.00		1.24	0.00	0.16	0.21	0.00	0.00
Uniform Delay (d_1), s/veh		45.1	41.4	43.5	41.1		47.6	24.7	19.2	51.1	29.2	29.2
Incremental Delay (d_2), s/veh		7.2	0.5	10.0	1.5		9.0	0.8	0.1	12.7	1.9	2.0
Initial Queue Delay (d_3), s/veh		0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		52.3	41.9	53.5	42.7		56.6	25.4	19.3	63.8	31.1	31.2
Level of Service (LOS)		D	D	D	D		E	C	B	E	C	C
Approach Delay, s/veh / LOS	50.4	D		49.3	D		28.6	C		32.4	C	
Intersection Delay, s/veh / LOS	34.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.62	C	2.32	B	1.91	B	2.01	B
Bicycle LOS Score / LOS	0.89	A	1.14	A	1.41	A	1.26	A

HCS Signalized Intersection Results Summary

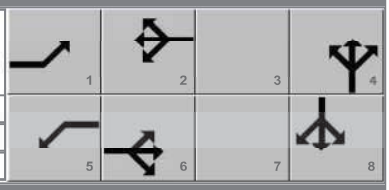
General Information				Intersection Information	
Agency	LTG			Duration, h	0.250
Analyst	BNH	Analysis Date	Mar 21, 2023	Area Type	Other
Jurisdiction	Volusia	Time Period	Buildout PM Peak-hour	PHF	0.93
Urban Street	SR 40	Analysis Year	2028	Analysis Period	1> 7:00
Intersection	SR 40 at Main Trail	File Name	9.1- SR 40 at Main Trail_ PM.xus		
Project Description	5361.09 Tomoka Oaks Residential				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	241	1508	88	7	1471	36	53	7	5	19	6	159

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	13.1	101.1	5.0	22.3	0.0	0.0
Yellow	4.8	4.8	4.8	3.5	0.0	0.0
Red	2.5	2.0	2.8	3.3	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	1.2	4.0	1.3	4.0		8.0		8.0
Phase Duration, s	20.4	128.3	12.6	120.5		29.1		29.1
Change Period, (*Y+R c*), s	7.3	6.8	7.6	7.6		6.8		6.8
Max Allow Headway (*MAH*), s	4.0	0.0	4.0	0.0		4.5		4.5
Queue Clearance Time (*g s*), s	12.4		2.0			22.0		21.0
Green Extension Time (*g e*), s	0.7	0.0	2.0	0.0		0.3		0.4
Phase Call Probability	1.00		1.00			1.00		1.00
Max Out Probability	0.00		1.00			1.00		1.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	259	862	855	8	812	808		70			198	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1870	1834	1781	1870	1854		659			1719	
Queue Service Time (*g s*), s	10.4	41.4	42.3	0.0	43.9	44.2		0.9			0.0	
Cycle Queue Clearance Time (*g c*), s	10.4	41.4	42.3	0.0	43.9	44.2		20.0			19.0	
Green Ratio (*g/C*)	0.68	0.71	0.71	0.61	0.66	0.66		0.13			0.13	
Capacity (*c*), veh/h	284	1337	1311	224	1242	1231		125			249	
Volume-to-Capacity Ratio (*X*)	0.912	0.645	0.652	0.034	0.654	0.657		0.560			0.795	
Back of Queue (*Q*), ft/ln (95 th percentile)	317.3	595.6	588.8	7.5	651.9	642.1		145.9			370	
Back of Queue (*Q*), veh/ln (95 th percentile)	12.5	23.4	23.6	0.3	25.7	25.7		5.7			14.6	
Queue Storage Ratio (*RQ*) (95 th percentile)	1.13	0.00	0.00	0.03	0.00	0.00		0.00			0.00	
Uniform Delay (*d 1*), s/veh	32.5	12.8	13.0	23.3	17.0	17.0		72.9			72.7	
Incremental Delay (*d 2*), s/veh	17.7	2.4	2.5	0.1	2.7	2.7		3.9			13.6	
Initial Queue Delay (*d 3*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0			0.0	
Control Delay (*d*), s/veh	50.2	15.2	15.5	23.4	19.7	19.8		76.8			86.3	
Level of Service (LOS)	D	B	B	C	B	B		E			F	
Approach Delay, s/veh / LOS	19.9	B		19.7	B		76.8	E		86.3	F	
Intersection Delay, s/veh / LOS	24.3						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.75	B	1.66	B	2.32	B	2.32	B
Bicycle LOS Score / LOS	2.12	B	1.83	B	0.60	A	0.81	A

APPENDIX I

Traffic Signal Warrant

Traffic Signal Warrant Study

Nova Road at Tomoka Oaks Boulevard
2026 Build-Out Conditions
(Volusia County / City of Ormond Beach)

LTG Job No.: 5361.04

Prepared For:

Triumph Oaks of Ormond Beach, LLC

Prepared By:

LTG Engineering & Planning

1450 W. Granada Blvd., Suite 2
Ormond Beach, Florida 32714

August 18, 2022

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, 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: Nova Road at Tomoka Oaks Boulevard – Preliminary Traffic Signal Warrant Study
LOCATION: City of Ormond Beach, Florida
CLIENT: Triumph Oaks of Ormond Beach, LLC
JOB #: 5361.04

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Registration No. 9227
386/257-2571

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
REGISTRATION NO. 9227
GEORGE A. GALAN, P.E. NO. 60080

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Appendix A – FDOT's Seasonal Factor and Raw Count Data
Appendix B – Signal Warrants

EXECUTIVE SUMMARY

LTG, Inc. has conducted a Preliminary Traffic Signal Warrant Study (TSWS) at the intersection of Nova Road and Tomoka Oaks Boulevard located in the City of Ormond Beach, Florida. Based on the results of the analysis and engineering judgment, the following recommendations and conclusions were developed:

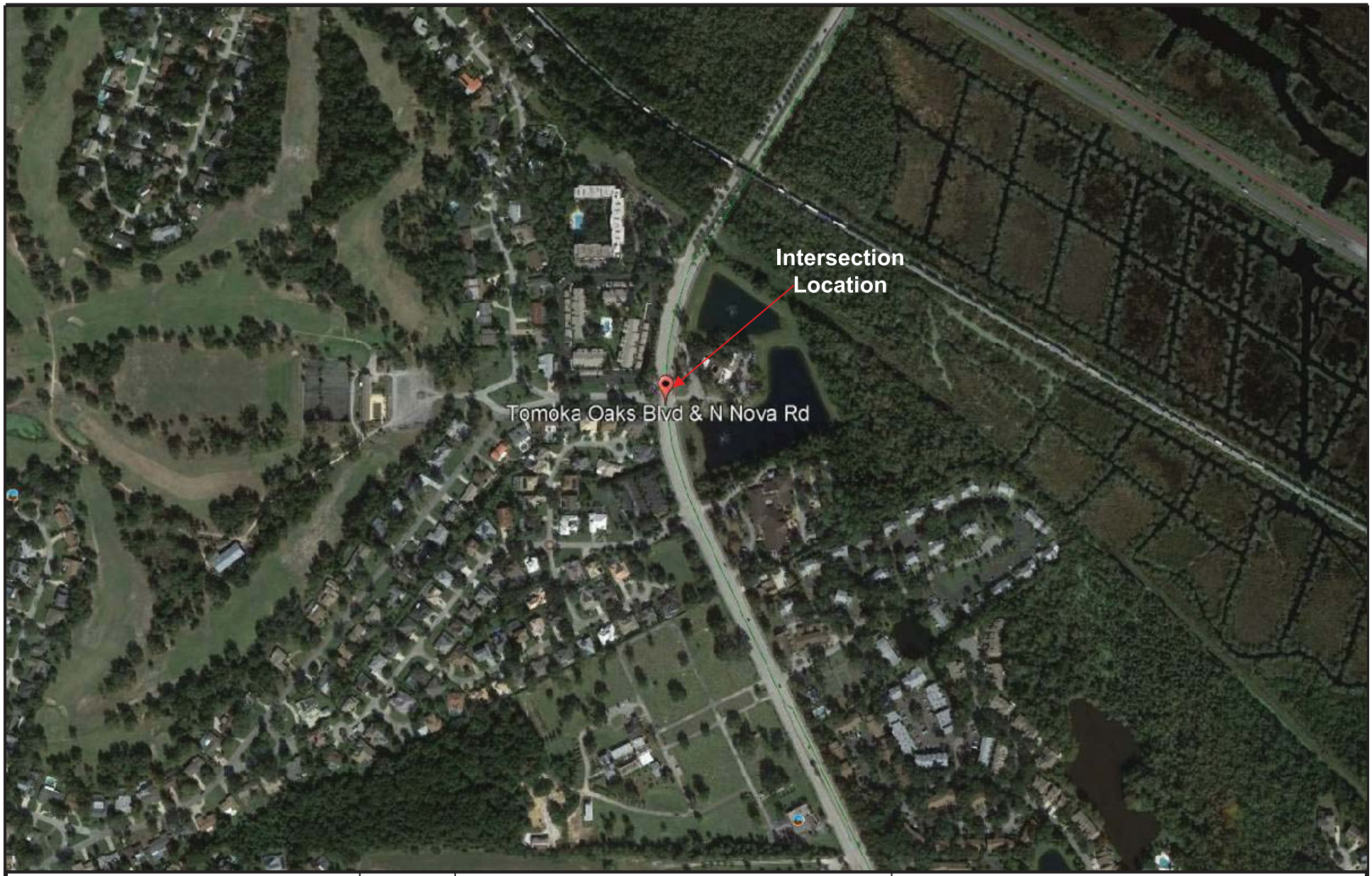
- The intersection meets the following warrants:
  - Warrant 1B: Interruption of Continuous Traffic
  - Warrant 2: 4-Hour Vehicular Volume

LTG's analysis was based on methods which are consistent with those set forth in the *Manual on Uniform Traffic Control Devices* (MUTCD) and standard practice in the State of Florida.

INTRODUCTION

LTG, Inc. has been retained by Triumph Oaks of Ormond Beach, LLC to conduct a Preliminary Traffic Signal Warrant Study (TSWS) at the intersection of SR 5A (Nova Road) and Tomoka Oaks Boulevard, located in the City of Ormond Beach, Florida. The location of the subject intersection is shown in Figure 1.

The purpose of this study is to determine if signalized traffic control may be warranted at the intersection of Nova Road and Tomoka Oaks Boulevard upon build-out of the proposed Tomoka Oaks development. The analysis methods used in conducting this study are consistent with those set forth in the *Manual on Uniform Traffic Control Devices* (MUTCD), the *Manual on Uniform Traffic Studies* (MUTS), and Florida Department of Transportation (FDOT) guidelines and procedures. This report documents the existing conditions, future conditions, signal warrant analysis, and recommendations.



Nova Road at Tomoka Oaks Boulevard Preliminary TSWS	N NTS	**Project Location Map**	LTG Engineering & Planning
		Project No.: 5361.04 / Figure: 1	1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

EXISTING CONDITIONS

The intersection of Nova Road at Tomoka Oaks Boulevard is currently unsignalized. This section of Nova Road is currently maintained by FDOT as an Access Class 5 roadway. Significant features of the roadway are summarized in Table 1 below:

Table 1
Summary of Existing Conditions
Nova Road at Tomoka Oaks Boulevard Preliminary TSWS

Feature	Description
Main Street	Nova Road
Side Street	Tomoka Oaks Boulevard
Area Location	Volusia County
Surrounding Development	Residential and Commercial Land Uses
Land Uses at Intersection	This intersection provides access to existing residential development to the west.
Traffic Control	The eastbound approach is currently under stop-sign control.
Signal Spacing	Nearest signals: Nova Road at US 1, approximately 2,000 ft north Nova Road at Wilmette Avenue, approximately 3,300 ft south (Minimum spacing for Access Class 5 at 45 mph is 1,320 ft.)
Additional Features	Function – North-South principal arterial
	Connectivity – US 1 to the north and SR 40 to the south
	Posted Speed Limit – 45miles per hour (mph)
	Sidewalks – There are sidewalks present along both sides of Nova Road at this location.
	Utilities – There are overhead utilities along the east side of Nova Road.
	Street Lighting – Street lighting is provided along the west side of Nova Road.

Existing Traffic Volumes

The 24-hour directional volume counts were collected at the existing approaches to the subject intersection on Tuesday, May 27, 2021, prior to the end of the Volusia County school year. The eight highest hours were identified from the 24-hour volume counts. The eight highest count hours selected include 9:00 a.m. to 10:00 a.m., and 12:00 p.m. to 7:00 p.m. The existing directional approach volumes are summarized in Table 1 below, with the raw count data attached as Appendix A.

Table 2
24-Hour Approach Volumes
Nova Road at Tomoka Oaks Boulevard Preliminary TSWS

		Major Street			Minor Street
Hour		NB	SB	Total	EB
12:00 AM	1:00 AM	66	59	**125**	9
1:00 AM	2:00 AM	56	50	**106**	0
2:00 AM	3:00 AM	26	59	**85**	5
3:00 AM	4:00 AM	31	58	**89**	2
4:00 AM	5:00 AM	27	27	**54**	2
5:00 AM	6:00 AM	89	58	**147**	9
6:00 AM	7:00 AM	121	135	**256**	15
7:00 AM	8:00 AM	350	334	**684**	74
8:00 AM	9:00 AM	713	600	**1313**	122
9:00 AM	10:00 AM	785	641	**1426**	136
10:00 AM	11:00 AM	650	560	**1210**	82
11:00 AM	12:00 PM	692	689	**1381**	82
12:00 PM	1:00 PM	760	782	**1542**	107
1:00 PM	2:00 PM	793	845	**1638**	104
2:00 PM	3:00 PM	802	815	**1617**	88
3:00 PM	4:00 PM	815	895	**1710**	107
4:00 PM	5:00 PM	717	859	**1576**	98
5:00 PM	6:00 PM	713	825	**1538**	109
6:00 PM	7:00 PM	688	779	**1467**	87
7:00 PM	8:00 PM	480	468	**948**	69
8:00 PM	9:00 PM	364	367	**731**	55
9:00 PM	10:00 PM	243	227	**470**	40
10:00 PM	11:00 PM	136	154	**290**	22
11:00 PM	12:00 AM	99	68	**167**	12
	ADT:	10,216	10,354	20,570	1,436

FUTURE CONDITIONS

The evaluation of signal warrants was based on future roadway conditions. The following presents the methods used to determine the traffic volumes for the preliminary signal warrant evaluation.

Trip Generation

The daily trip generation for the Tomoka Oaks development was calculated using the nationally accepted trip generation software, TripGen (10th Edition), prepared by the Institute of Transportation Engineers (ITE) and is shown in Table 3.

Table 3
Daily Trip Generation
Nova Road at Tomoka Oaks Boulevard Preliminary TSWS

Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single Family	210	Ln(T)=0.92Ln(X)+2.71	300	DU	50%	50%	1,429	1,429	2,858

Hourly Trip Variation

The Tomoka Oaks development will have site access at Nova Road at Tomoka Oaks Boulevard. The anticipated hourly project traffic utilizing the intersection was included to determine the anticipated build-out volumes. The percent of 24-hour traffic was determined using the hourly variation percentages from the existing residential development, which were derived from the 24-hour eastbound (exiting) volumes. Table 4 presents the predicted hourly variation of the project trips for the proposed development exiting through the intersection for the identified eight highest hours. Note that the distribution for left-turning (39%) and right-turning (57%) project trips was obtained from the Central Florida Regional Planning Model (CFRPM) model run used in the TIA.

The raw directional approach data was factored using FDOT's Seasonal Factor (Appendix A) and a growth rate of two percent per year, was applied to determine the 2026 background hourly traffic. Table 5 shows the resultant total mainline and minor street volumes used in the signal warrant, with the highest four hours volumes highlighted based on the minor street approach.

Table 4
Hourly Variation of Project Traffic – Major and Minor Streets
Nova Road at Tomoka Oaks Boulevard Preliminary TSWS

Tomoka Oaks Hourly Variation * Distribution * Exit Daily Project Trips						
				Movement		
				Exit =	1,429	
8-Highest Hours		Enter	Exit	EBL (39%)	EBR (57%)	Total Exiting
9:00 AM	10:00 AM	0.0%	9.5%	53	77	130
12:00 PM	1:00 PM	0.0%	7.5%	42	61	103
1:00 PM	2:00 PM	0.0%	7.2%	40	59	99
2:00 PM	3:00 PM	0.0%	6.1%	34	50	84
3:00 PM	4:00 PM	0.0%	7.5%	42	61	103
4:00 PM	5:00 PM	0.0%	6.8%	38	56	94
5:00 PM	6:00 PM	0.0%	7.6%	42	62	104
6:00 PM	7:00 PM	0.0%	6.1%	34	49	83

Table 5
Preliminary TSWS Total Volumes
Nova Road at Tomoka Oaks Boulevard Preliminary TSWS

Time		Northbound and Southbound					Eastbound				
From	To	NB Raw Data (RD)	NB Hourly Traffic (a=RD*SF)	SB Raw Data (RD)	SB Hourly Traffic (b=RD*SF)	Background Total Hourly Traffic (c=(a+b)*GR	EB Raw Data (RD)	EB Hourly Traffic (d=RD*SF)	EB Background Left-Turn Trips (e)	EB Total Hourly Project Left-Turn Trips (f)	Total Build-Out Hourly Left-Turn Trips (g)
9:00 AM	10:00 AM	785	824	641	673	1,653	136	143	56	53	109
12:00 PM	1:00 PM	760	798	782	821	1,788	107	112	44	42	86
1:00 PM	2:00 PM	793	833	845	887	1,899	104	109	43	40	83
2:00 PM	3:00 PM	802	842	815	856	1,875	88	92	36	34	70
3:00 PM	4:00 PM	815	856	895	940	1,982	107	112	44	42	86
4:00 PM	5:00 PM	717	753	859	902	1,827	98	103	40	38	78
5:00 PM	6:00 PM	713	749	825	866	1,783	109	114	45	42	87
6:00 PM	7:00 PM	688	722	779	818	1,701	87	91	36	34	70

Abbreviations: RD = Raw Data, SF = Seasonal Factor, and GR = Growth Rate
A seasonal Factor of 1.05 and a growth rate of 2.00% per year was applied to the data. Build-out year for Tomoka Oaks is 2026.

PRELIMINARY SIGNAL WARRANT ANALYSIS

The traffic volumes and geometric conditions were compared with the warrants for the installation of traffic signals contained in the latest edition of the *Manual on Uniform Traffic Control Devices* (MUTCD).

For the purposes of the Preliminary Signal Warrant Analysis, Nova Road was considered the major street and the eastbound approach of Tomoka Oaks Boulevard was considered the minor street. The eastbound approach of this intersection functions as two lanes since the existing lane width facilitates separation of left-turn and right-turns. However, right-turns were excluded from the minor approach warrant volumes, and the minor approach was considered a one lane roadway. The analysis was performed under 2026 build-out year conditions. The signal warrant forms are included as Appendix B. Table 6 summarizes the results of the analyses during the study hours:

Table 6
Summary of Signal Warrant Analysis
Nova Road at Tomoka Oaks Boulevard Preliminary TSWS

Warrant		Applicable	Satisfied	Comments
1A	Minimum Vehicular Volume	Yes	No	**Warrant is not satisfied.**
1B	Interruption of Continuous Traffic	Yes	Yes	**Warrant is satisfied.**
2	Four-Hour Vehicular Volume	Yes	Yes	**Warrant is satisfied.**
3A	Peak-Hour Delay	Yes	No	**Warrant is not satisfied.**
3B	Peak-Hour Volume	Yes	No	**Warrant is not satisfied.**
4	Pedestrian Volume	Yes	No	**Warrant is not satisfied.**
5	School Crossing	No	No	This warrant is not applicable.
6	Coordinated Signal System	No	No	This warrant is not applicable.
7	*Crash Experience	Yes	No	**Warrant is not satisfied.**
8	Roadway Network	No	No	This warrant is not applicable.

**Available crash data from Signal4 Analytics between December 2017 and December 2021 was reviewed and determined not to meet warrant thresholds.*

RECOMMENDATIONS

Based on the results of the Preliminary Signal Warrant Analyses and engineering judgement of projected 2026 build-out conditions at the intersection of Nova Road and Tomoka Oaks Boulevard, the following recommendations were developed:

- The intersection meets the following warrants:
    - Warrant 1B: Interruption of Continuous Traffic
    - Warrant 2: 4-Hour Vehicular Volume

Appendix A
Raw Count Data & FDOT's Seasonal Factor

2020 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900 VOLUSIA COUNTYWIDE

MOCF: 0.93

WEEK	DATES	SF	PSCF
* 1	01/01/2020 - 01/04/2020	0.99	1.06
* 2	01/05/2020 - 01/11/2020	0.95	1.02
* 3	01/12/2020 - 01/18/2020	0.92	0.99
* 4	01/19/2020 - 01/25/2020	0.91	0.98
* 5	01/26/2020 - 02/01/2020	0.89	0.96
* 6	02/02/2020 - 02/08/2020	0.88	0.95
* 7	02/09/2020 - 02/15/2020	0.87	0.94
* 8	02/16/2020 - 02/22/2020	0.88	0.95
* 9	02/23/2020 - 02/29/2020	0.90	0.97
*10	03/01/2020 - 03/07/2020	0.92	0.99
*11	03/08/2020 - 03/14/2020	0.94	1.01
*12	03/15/2020 - 03/21/2020	0.96	1.03
*13	03/22/2020 - 03/28/2020	1.05	1.13
14	03/29/2020 - 04/04/2020	1.14	1.23
15	04/05/2020 - 04/11/2020	1.24	1.33
16	04/12/2020 - 04/18/2020	1.33	1.43
17	04/19/2020 - 04/25/2020	1.26	1.35
18	04/26/2020 - 05/02/2020	1.20	1.29
19	05/03/2020 - 05/09/2020	1.14	1.23
20	05/10/2020 - 05/16/2020	1.07	1.15
21	05/17/2020 - 05/23/2020	1.06	1.14
22	05/24/2020 - 05/30/2020	1.05	1.13
23	05/31/2020 - 06/06/2020	1.03	1.11
24	06/07/2020 - 06/13/2020	1.02	1.10
25	06/14/2020 - 06/20/2020	1.01	1.09
26	06/21/2020 - 06/27/2020	1.02	1.10
27	06/28/2020 - 07/04/2020	1.02	1.10
28	07/05/2020 - 07/11/2020	1.03	1.11
29	07/12/2020 - 07/18/2020	1.04	1.12
30	07/19/2020 - 07/25/2020	1.03	1.11
31	07/26/2020 - 08/01/2020	1.02	1.10
32	08/02/2020 - 08/08/2020	1.02	1.10
33	08/09/2020 - 08/15/2020	1.01	1.09
34	08/16/2020 - 08/22/2020	1.01	1.09
35	08/23/2020 - 08/29/2020	1.01	1.09
36	08/30/2020 - 09/05/2020	1.01	1.09
37	09/06/2020 - 09/12/2020	1.01	1.09
38	09/13/2020 - 09/19/2020	1.01	1.09
39	09/20/2020 - 09/26/2020	1.00	1.08
40	09/27/2020 - 10/03/2020	0.99	1.06
41	10/04/2020 - 10/10/2020	0.98	1.05
42	10/11/2020 - 10/17/2020	0.97	1.04
43	10/18/2020 - 10/24/2020	0.98	1.05
44	10/25/2020 - 10/31/2020	0.98	1.05
45	11/01/2020 - 11/07/2020	0.98	1.05
46	11/08/2020 - 11/14/2020	0.99	1.06
47	11/15/2020 - 11/21/2020	0.99	1.06
48	11/22/2020 - 11/28/2020	0.99	1.06
49	11/29/2020 - 12/05/2020	0.99	1.06
50	12/06/2020 - 12/12/2020	0.99	1.06
51	12/13/2020 - 12/19/2020	0.99	1.06
52	12/20/2020 - 12/26/2020	0.95	1.02
53	12/27/2020 - 12/31/2020	0.92	0.99

* PEAK SEASON

27-FEB-2021 10:30:05 830UPD 5_7900_PKSEASON.TXT

Station #: NB
Site ID: NB
Location: Nova Rd NB south of Tomoka Oaks Blvd

File: Nova NB.prn
Steet Name: Nova Rd NB
County: Volusia

TIME	1 NORTH	Total
01:00	56	56
02:00	26	26
03:00	31	31
04:00	27	27
05:00	89	89
06:00	121	121
07:00	350	350
08:00	713	713
09:00	785	785
10:00	650	650
11:00	692	692
12:00	760	760
13:00	793	793
14:00	802	802
15:00	815	815
16:00	717	717
17:00	713	713
18:00	688	688
19:00	480	480
20:00	364	364
21:00	243	243
22:00	136	136
23:00	99	99
24:00	66	66
DAY TOTAL	10216	10216
PERCENTS	100.0	100
AM Times	08:00	
AM Peaks	804	
PM Times	14:45	
PM Peaks	826	

DE Traffic

VOLUME SUMMARY
Thu 5/27/2021

Station #: NB
Site ID: NB
Location: Nova Rd NB south of Tomoka Oaks Blvd

File: Nova NB.prn
Steet Name: Nova Rd NB
County: Volusia

TIME	1 NORTH	Total
00:15	13	13
00:30	15	15
00:45	13	13
01:00	15	15
Hour Total	56	56
01:15	5	5
01:30	4	4
01:45	8	8
02:00	9	9
Hour Total	26	26
02:15	7	7
02:30	8	8
02:45	9	9
03:00	7	7
Hour Total	31	31
03:15	5	5
03:30	6	6
03:45	9	9
04:00	7	7
Hour Total	27	27
04:15	13	13
04:30	26	26
04:45	24	24
05:00	26	26
Hour Total	89	89
05:15	19	19
05:30	24	24
05:45	35	35
06:00	43	43
Hour Total	121	121
06:15	65	65
06:30	78	78
06:45	109	109
07:00	98	98
Hour Total	350	350
07:15	161	161
07:30	185	185
07:45	172	172
08:00	195	195
Hour Total	713	713

Station #: NB
Site ID: NB
Location: Nova Rd NB south of Tomoka Oaks Blvd

File: Nova NB.prn
Steet Name: Nova Rd NB
County: Volusia

TIME	1 NORTH	Total
08:15	225	225
08:30	198	198
08:45	186	186
09:00	176	176
Hour Total	785	785
09:15	157	157
09:30	172	172
09:45	156	156
10:00	165	165
Hour Total	650	650
10:15	153	153
10:30	167	167
10:45	185	185
11:00	187	187
Hour Total	692	692
11:15	198	198
11:30	178	178
11:45	186	186
12:00	198	198
Hour Total	760	760
12:15	187	187
12:30	210	210
12:45	198	198
13:00	198	198
Hour Total	793	793
13:15	201	201
13:30	198	198
13:45	187	187
14:00	216	216
Hour Total	802	802
14:15	198	198
14:30	187	187
14:45	224	224
15:00	206	206
Hour Total	815	815
15:15	198	198
15:30	198	198
15:45	157	157
16:00	164	164
Hour Total	717	717

Station #: NB
Site ID: NB
Location: Nova Rd NB south of Tomoka Oaks Blvd

File: Nova NB.prn
Steet Name: Nova Rd NB
County: Volusia

TIME	1 NORTH	Total
16:15	158	158
16:30	199	199
16:45	181	181
17:00	175	175
Hour Total	713	713
17:15	185	185
17:30	199	199
17:45	162	162
18:00	142	142
Hour Total	688	688
18:15	135	135
18:30	115	115
18:45	124	124
19:00	106	106
Hour Total	480	480
19:15	106	106
19:30	89	89
19:45	94	94
20:00	75	75
Hour Total	364	364
20:15	84	84
20:30	75	75
20:45	42	42
21:00	42	42
Hour Total	243	243
21:15	35	35
21:30	51	51
21:45	24	24
22:00	26	26
Hour Total	136	136
22:15	34	34
22:30	25	25
22:45	16	16
23:00	24	24
Hour Total	99	99
23:15	19	19
23:30	17	17
23:45	11	11
24:00	19	19
Hour Total	66	66

VOLUME SUMMARY
Thu 5/27/2021

Station #: NB
Site ID: NB
Location: Nova Rd NB south of Tomoka Oaks Blvd

File: Nova NB.prn
Steet Name: Nova Rd NB
County: Volusia

TIME	1 NORTH	Total
DAY TOTAL	10216	10216
PERCENTS	100.0	100
AM Times	08:00	
AM Peaks	804	
PM Times	14:45	
PM Peaks	826	

2020 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7941 VOLUSIA I4 RURAL

MOCF: 0.92

WEEK	DATES	SF	PSCF
* 1	01/01/2020 - 01/04/2020	0.91	0.99
* 2	01/05/2020 - 01/11/2020	0.88	0.96
* 3	01/12/2020 - 01/18/2020	0.86	0.93
* 4	01/19/2020 - 01/25/2020	0.85	0.92
* 5	01/26/2020 - 02/01/2020	0.85	0.92
* 6	02/02/2020 - 02/08/2020	0.84	0.91
* 7	02/09/2020 - 02/15/2020	0.83	0.90
* 8	02/16/2020 - 02/22/2020	0.87	0.95
* 9	02/23/2020 - 02/29/2020	0.91	0.99
*10	03/01/2020 - 03/07/2020	0.96	1.04
*11	03/08/2020 - 03/14/2020	1.00	1.09
*12	03/15/2020 - 03/21/2020	1.04	1.13
*13	03/22/2020 - 03/28/2020	1.20	1.30
14	03/29/2020 - 04/04/2020	1.36	1.48
15	04/05/2020 - 04/11/2020	1.53	1.66
16	04/12/2020 - 04/18/2020	1.69	1.84
17	04/19/2020 - 04/25/2020	1.57	1.71
18	04/26/2020 - 05/02/2020	1.46	1.59
19	05/03/2020 - 05/09/2020	1.34	1.46
20	05/10/2020 - 05/16/2020	1.23	1.34
21	05/17/2020 - 05/23/2020	1.19	1.29
22	05/24/2020 - 05/30/2020	1.15	1.25
23	05/31/2020 - 06/06/2020	1.12	1.22
24	06/07/2020 - 06/13/2020	1.08	1.17
25	06/14/2020 - 06/20/2020	1.04	1.13
26	06/21/2020 - 06/27/2020	1.03	1.12
27	06/28/2020 - 07/04/2020	1.03	1.12
28	07/05/2020 - 07/11/2020	1.02	1.11
29	07/12/2020 - 07/18/2020	1.02	1.11
30	07/19/2020 - 07/25/2020	1.01	1.10
31	07/26/2020 - 08/01/2020	1.01	1.10
32	08/02/2020 - 08/08/2020	1.00	1.09
33	08/09/2020 - 08/15/2020	1.00	1.09
34	08/16/2020 - 08/22/2020	0.99	1.08
35	08/23/2020 - 08/29/2020	0.99	1.08
36	08/30/2020 - 09/05/2020	0.99	1.08
37	09/06/2020 - 09/12/2020	0.98	1.07
38	09/13/2020 - 09/19/2020	0.98	1.07
39	09/20/2020 - 09/26/2020	0.97	1.05
40	09/27/2020 - 10/03/2020	0.96	1.04
41	10/04/2020 - 10/10/2020	0.96	1.04
42	10/11/2020 - 10/17/2020	0.95	1.03
43	10/18/2020 - 10/24/2020	0.95	1.03
44	10/25/2020 - 10/31/2020	0.95	1.03
45	11/01/2020 - 11/07/2020	0.95	1.03
46	11/08/2020 - 11/14/2020	0.95	1.03
47	11/15/2020 - 11/21/2020	0.95	1.03
48	11/22/2020 - 11/28/2020	0.94	1.02
49	11/29/2020 - 12/05/2020	0.93	1.01
50	12/06/2020 - 12/12/2020	0.92	1.00
51	12/13/2020 - 12/19/2020	0.91	0.99
52	12/20/2020 - 12/26/2020	0.88	0.96
53	12/27/2020 - 12/31/2020	0.86	0.93

* PEAK SEASON

2020 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7995 VOLUSIA I95

MOCF: 0.92

WEEK	DATES	SF	PSCF
* 1	01/01/2020 - 01/04/2020	0.90	0.98
* 2	01/05/2020 - 01/11/2020	0.89	0.97
* 3	01/12/2020 - 01/18/2020	0.88	0.96
* 4	01/19/2020 - 01/25/2020	0.87	0.95
* 5	01/26/2020 - 02/01/2020	0.87	0.95
* 6	02/02/2020 - 02/08/2020	0.86	0.93
* 7	02/09/2020 - 02/15/2020	0.85	0.92
* 8	02/16/2020 - 02/22/2020	0.88	0.96
* 9	02/23/2020 - 02/29/2020	0.90	0.98
*10	03/01/2020 - 03/07/2020	0.93	1.01
*11	03/08/2020 - 03/14/2020	0.95	1.03
*12	03/15/2020 - 03/21/2020	0.98	1.07
*13	03/22/2020 - 03/28/2020	1.15	1.25
14	03/29/2020 - 04/04/2020	1.33	1.45
15	04/05/2020 - 04/11/2020	1.50	1.63
16	04/12/2020 - 04/18/2020	1.68	1.83
17	04/19/2020 - 04/25/2020	1.55	1.68
18	04/26/2020 - 05/02/2020	1.42	1.54
19	05/03/2020 - 05/09/2020	1.29	1.40
20	05/10/2020 - 05/16/2020	1.16	1.26
21	05/17/2020 - 05/23/2020	1.13	1.23
22	05/24/2020 - 05/30/2020	1.10	1.20
23	05/31/2020 - 06/06/2020	1.07	1.16
24	06/07/2020 - 06/13/2020	1.04	1.13
25	06/14/2020 - 06/20/2020	1.01	1.10
26	06/21/2020 - 06/27/2020	1.01	1.10
27	06/28/2020 - 07/04/2020	1.02	1.11
28	07/05/2020 - 07/11/2020	1.02	1.11
29	07/12/2020 - 07/18/2020	1.03	1.12
30	07/19/2020 - 07/25/2020	1.03	1.12
31	07/26/2020 - 08/01/2020	1.03	1.12
32	08/02/2020 - 08/08/2020	1.03	1.12
33	08/09/2020 - 08/15/2020	1.03	1.12
34	08/16/2020 - 08/22/2020	1.02	1.11
35	08/23/2020 - 08/29/2020	1.02	1.11
36	08/30/2020 - 09/05/2020	1.01	1.10
37	09/06/2020 - 09/12/2020	1.01	1.10
38	09/13/2020 - 09/19/2020	1.01	1.10
39	09/20/2020 - 09/26/2020	1.00	1.09
40	09/27/2020 - 10/03/2020	0.99	1.08
41	10/04/2020 - 10/10/2020	0.98	1.07
42	10/11/2020 - 10/17/2020	0.97	1.05
43	10/18/2020 - 10/24/2020	0.96	1.04
44	10/25/2020 - 10/31/2020	0.95	1.03
45	11/01/2020 - 11/07/2020	0.94	1.02
46	11/08/2020 - 11/14/2020	0.94	1.02
47	11/15/2020 - 11/21/2020	0.93	1.01
48	11/22/2020 - 11/28/2020	0.92	1.00
49	11/29/2020 - 12/05/2020	0.92	1.00
50	12/06/2020 - 12/12/2020	0.91	0.99
51	12/13/2020 - 12/19/2020	0.90	0.98
52	12/20/2020 - 12/26/2020	0.89	0.97
53	12/27/2020 - 12/31/2020	0.88	0.96

* PEAK SEASON

Appendix B
Signal Warrants

SIGNAL WARRANT ANALYSIS

Introduction

- The Signal Warrant Analysis Spreadsheets are a tool for assisting traffic engineers when evaluating the need for a traffic signal installation
- The filled spreadsheets can be used as part of the supporting documents for the signal warrant evaluation

Note: This templates are a useful resource, but it remains necessary to apply engineering judgment and to consider specific environmental, traffic, geometric, and operational conditions

Instructions

Fill in "Orange" areas only	
Automated cells based on in Input Data in "orange" cells	
General Information	Fill in below the general information including: District, County (drop-down menu) City, Engineer, Date Major and Minor Street with corresponding number of lanes and speed limits
Enter Eight Hour Volumes	Any 8 hours of an average day. Major-street and minor-street volumes shall be for the same 8 hours; however, the 8 hours satisfied in Condition A shall not be required to be the same 8 hours satisfied in Condition B for 80% columns only. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.
Enter Four Hour Volumes	Any 4 hours of an average day. Vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only, not required to be on the same approach during each of the 4 hours)
Enter Pedestrian Volumes (4-hr)	Pedestrians per hour crossing the major street (total of all crossings)
Enter Peak Hour Volumes	Vehicular: Any four consecutive 15-minute periods of an average day Pedestrian: Any four consecutive 15-minute periods of an average day representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings)

Input Data

Form 750-020-01
TRAFFIC ENGINEERING
10/15

City:	Ormond Beach				
County:	79 – Volusia	Engineer:	CAM1		
District:	Five	Date:	June 7, 2021		
Major Street:	SR 5A	# Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	# Lanes:	1	Minor Approach Speed:	25

Eight Hour Volumes (Condition A)

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
9:00-10:00 AM	1,653	109
12:00-1:00 PM	1,788	86
1:00-2:00 PM	1,899	83
2:00-3:00 PM	1,875	70
3:00-4:00 PM	1,982	86
4:00-5:00 PM	1,827	78
5:00-6:00 PM	1,783	87
6:00-7:00 PM	1,701	70

Eight Hour Volumes (Condition B)

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
9:00-10:00 AM	1,653	109
12:00-1:00 PM	1,788	86
1:00-2:00 PM	1,899	83
2:00-3:00 PM	1,875	70
3:00-4:00 PM	1,982	86
4:00-5:00 PM	1,827	78
5:00-6:00 PM	1,783	87
6:00-7:00 PM	1,701	70

Highest Four Hour Vehicular Volumes

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
9:00-10:00 AM	1,653	109
1:00-2:00 PM	1,899	83
3:00-4:00 PM	1,982	86
5:00-6:00 PM	1,783	87

Highest Four Hour Pedestrian Volumes

Hours	Major Street (total of both approaches)	Pedestrian Crossings on Major Street
9:00-10:00 AM	1,653	
1:00-2:00 PM	1,899	
3:00-4:00 PM	1,982	
5:00-6:00 PM	1,783	

Vehicular Peak Hour Volumes

Peak Hour	Major Street (total of both approaches)	Minor Street (one direction only)	Total Entering Volume
5:00-6:00 PM	1,783	87	

Pedestrian Peak Hour Volumes

Peak Hour	Major Street (total of both approaches)	Pedestrian Crossing Volumes on Major Street
5:00-6:00 PM	1,783	87

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☑ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours. ☐ Yes ☑ No

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems). ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	9:00-10:00 AM	12:00-1:00 PM	1:00-2:00 PM	2:00-3:00 PM	3:00-4:00 PM	4:00-5:00 PM	5:00-6:00 PM	6:00-7:00 PM
Major	1,653	1,788	1,899	1,875	1,982	1,827	1,783	1,701
Minor	109	86	83	70	86	78	87	70

Existing Volumes

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☑ Yes	☐ No
70% Satisfied:	☑ Yes	☐ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	**9:00-10:00 AM**	**12:00-1:00 PM**	**1:00-2:00 PM**	**2:00-3:00 PM**	**3:00-4:00 PM**	**4:00-5:00 PM**	**5:00-6:00 PM**	**6:00-7:00 PM**
Major	1,653	1,788	1,899	1,875	1,982	1,827	1,783	1,701
Minor	109	86	83	70	86	78	87	70

Existing Volumes

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ Yes ☐ No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

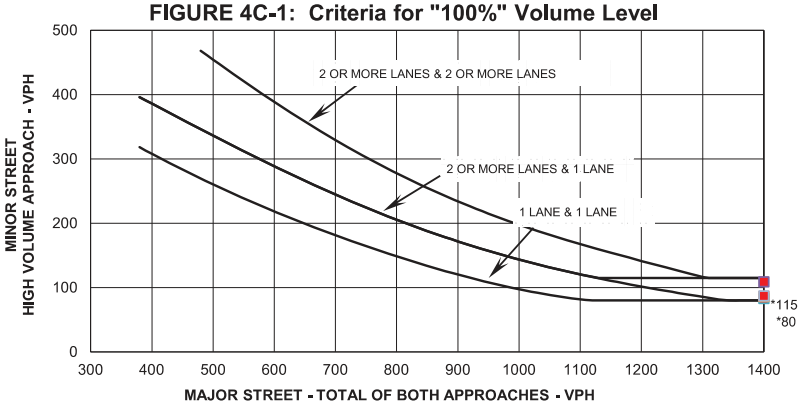
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
9:00-10:00 AM	1653	109
1:00-2:00 PM	1899	83
3:00-4:00 PM	1982	86
5:00-6:00 PM	1783	87

FIGURE 4C-1: Criteria for "100%" Volume Level



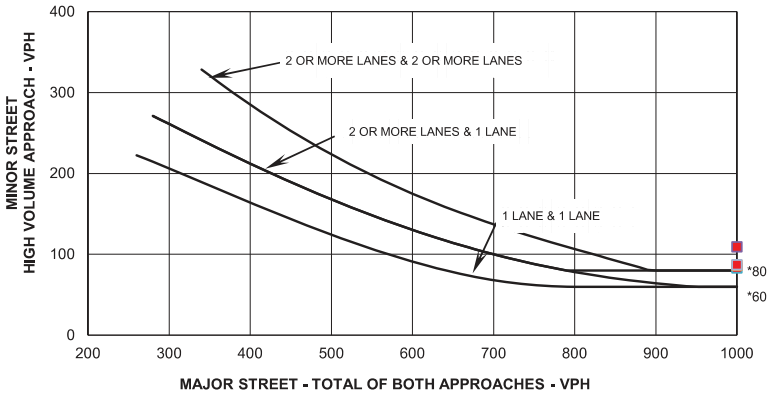
** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
9:00-10:00 AM	1653	109
1:00-2:00 PM	1899	83
3:00-4:00 PM	1982	86
5:00-6:00 PM	1783	87

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☑ 100%

WARRANT 3 - PEAK HOUR

*If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.*

Applicable: ☑ Yes ☐ No
Satisfied: ☐ Yes ☑ No

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume		
Time	Major Vol.	Minor Vol.
5:00-6:00 PM	1783	87

Peak Hour 70% Volume		
Time	Major Vol.	Minor Vol.
5:00-6:00 PM	1783	87

Criteria

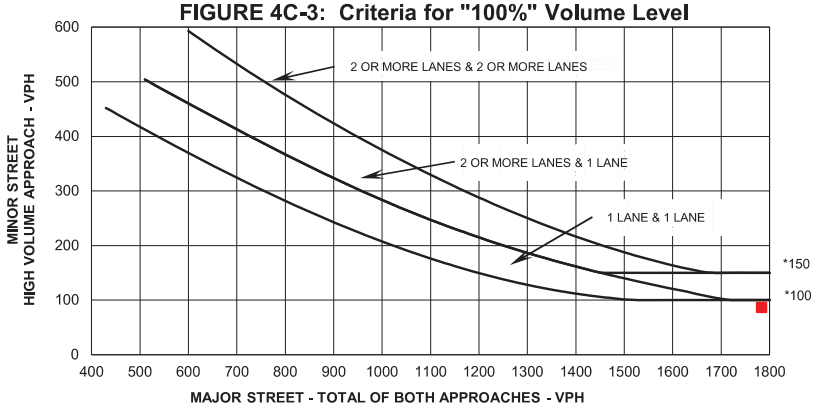
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		
Fulfilled?:	☐ Yes	☑ No

2. Volume on Minor Approach One-Direction *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	100	150
Volume*		
Fulfilled?:	☐ Yes	☑ No

3. Total Intersection Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		
Fulfilled?:	☑ Yes	☐ No

Plot volume combination on the applicable figure below.

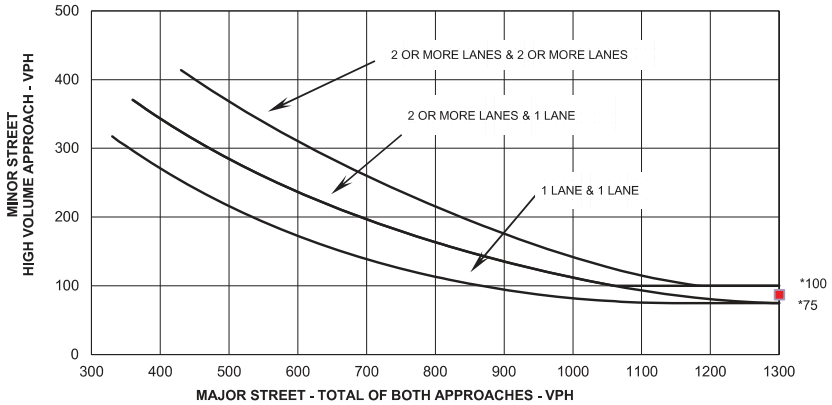
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☐ 100%

WARRANT 4 - PEDESTRIAN VOLUME

For each of any 4 hours of an average day, the plotted points lie above the appropriate line, then the warrant is satisfied.

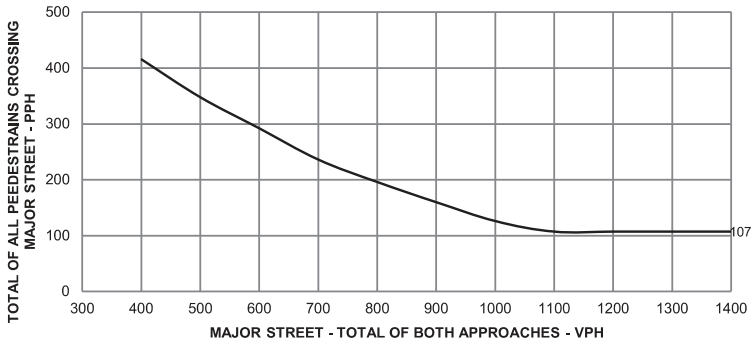
Applicable: ☐ Yes ☑ No
Satisfied: ☐ Yes ☑ No

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Pedestrian Total

Plot four volume combinations on the applicable figure below.

Figure 4C-5. Criteria for "100%" Volume Level



** Note: 107 pph applies as the lower threshold volume*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Pedestrian Total
9:00-10:00 AM	1653	
1:00-2:00 PM	1899	
3:00-4:00 PM	1982	
5:00-6:00 PM	1783	

Figure 4C-6 Criteria for "70%" Volume Level



** Note: 75 pph applies as the lower threshold volume*

WARRANT 4 - PEDESTRIAN VOLUME

For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point falls above the appropriate line, then the warrant is satisfied.

Applicable: ☐ Yes ☐ No

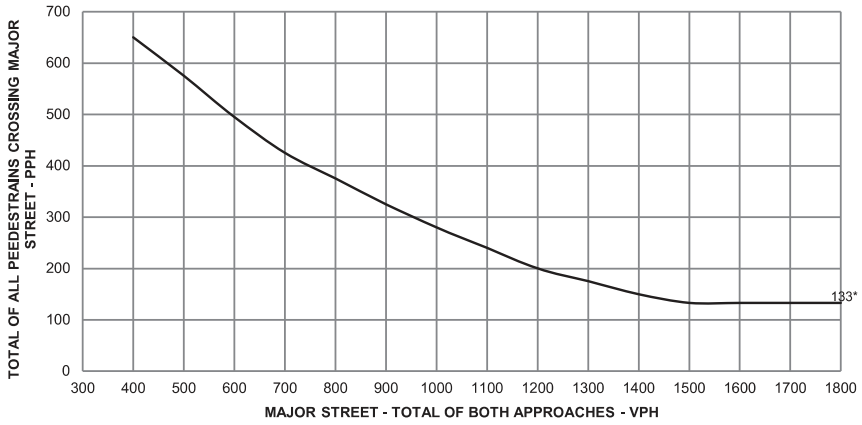
Satisfied: ☐ Yes ☐ No

Plot one volume combination on the applicable figure below.

100% Volume Level

Peak Hour	Volumes	
	Major Street	Pedestrian Total

Figure 4C-7. Criteria for "100%" Volume Level - Peak Hour

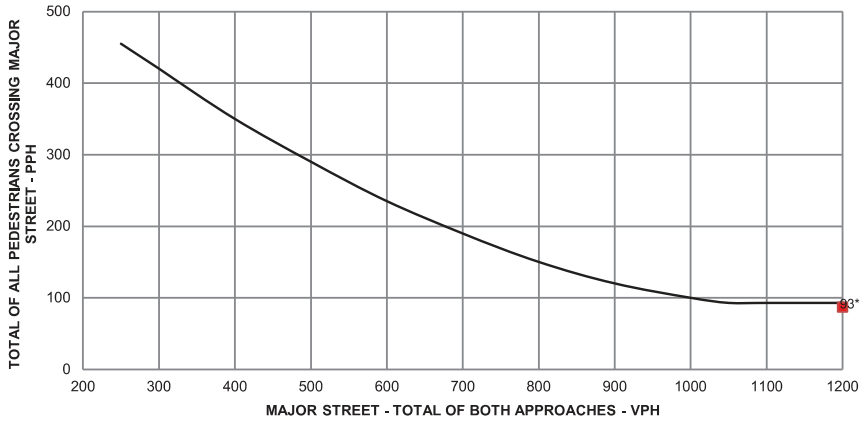


** Note: 133 pph applies as the lower threshold volume*

70% Volume Level

Peak Hour	Volumes	
	Major Street	Pedestrian Total
5:00-6:00 PM	1783	87

Figure 4C-8 Criteria for "70%" Volume Level - Peak Hour



** Note: 93 pph applies as the lower threshold volume*

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	**Ormond Beach**	Engineer:	**CAM1**
County:	**79 – Volusia**	Date:	**June 7, 2021**
District:	**Five**		

Major Street:	**SR 5A**	Lanes:	**2**	Major Approach Speed:	**45**
Minor Street:	**Tomoka Oaks**	Lanes:	**1**	Minor Approach Speed:	**25**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

WARRANT 5 - SCHOOL CROSSING

Record hours where criteria are fulfilled and the corresponding volume or gap frequency in the boxes provided. The warrant is satisfied if all three of the criteria are fulfilled.

Applicable: ☐ Yes ☑ No

Satisfied: ☐ Yes ☑ No

Criteria				Fulfilled? Yes	Fulfilled? No
1. There are a minimum of 20 students crossing the major street during the highest crossing hour.	Students:	Hour:			
2. There are fewer adequate gaps in the major street traffic stream during the period when the children are using the established school crossing than the number of minutes in the same period.		Minutes:	Gaps:		
3. The nearest traffic signal along the major street is located more than 300 ft. (90 m) away, or the nearest signal is within 300 ft. (90 m) but the proposed traffic signal will not restrict the progressive movement of traffic.					

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	**Ormond Beach**	Engineer:	**CAM1**
County:	**79 – Volusia**	Date:	**June 7, 2021**
District:	**Five**		

Major Street:	**SR 5A**	Lanes:	**2**	Major Approach Speed:	**45**
Minor Street:	**Tomoka Oaks**	Lanes:	**1**	Minor Approach Speed:	**25**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

WARRANT 6 - COORDINATED SIGNAL SYSTEM

Indicate if the criteria are fulfilled in the boxes provided. The warrant is satisfied if either criterion is fulfilled. This warrant should not be applied when the resulting signal spacing would be less than 300 m (1,000 ft.).

Applicable: ☐ Yes ☑ No

Satisfied: ☐ Yes ☑ No

Criteria	Fulfilled? Yes	Fulfilled? No
1. On a one-way street or a street that has traffic predominately in one direction, the adjacent signals are so far apart that they do not provide the necessary degree of vehicle platooning.		
2. On a two-way street, adjacent signals do not provide the necessary degree of platooning, and the proposed and adjacent signals will collectively provide a progressive operation.		

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

WARRANT 7 - CRASH EXPERIENCE

Record hours where criteria are fulfilled, the corresponding volume, and other information in the boxes provided. The warrant is satisfied if all three of the criteria are fulfilled.

Applicable: ☑ Yes ☐ No

Satisfied: ☐ Yes ☑ No

Criteria		Hour	Volume		Met?		Fulfilled?	
			Major	Minor	Yes	No	Yes	No
1. One of the warrants to the right is met.	Warrant 1, Condition A (80% satisfied)							
	Warrant 1, Condition B (80% satisfied)							
	Warrant 4, Pedestrian Volume at 80% of volume requirements: # ped/hr for four (4) hours or # ped/hr for one (1) hour.							
2. Adequate trial of other remedial measure has failed to reduce crash frequency.		Measure tried:						
3. Five or more reported crashes, of types susceptible to correction by signal, have occurred within a 12-month period.		Observed Crash Types:	Number of crashes per 12 months:					

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

WARRANT 8 - ROADWAY NETWORK

Record hours where criteria are fulfilled, and the corresponding volume or other information in the boxes provided. The warrant is satisfied if at least one of the criteria is fulfilled and if all intersecting routes have one or more of the Major Route characteristics listed.

Applicable: ☐ Yes ☑ No

Satisfied: ☐ Yes ☑ No

Criteria								Met?		Fulfilled?	
								Yes	No	Yes	No
1. Both of the criteria to the right are met.	a. Total entering volume of at least 1,000 veh/hr during a typical weekday peak hour.		Entering Volume:								
	b. Five-year projected volumes that satisfy one or more of Warrants 1, 2, or 3.		Warrant:	1	2	3					
			Satisfied?:								
2. Total entering volume at least 1,000 veh/hr for each of any 5 hrs of a non-normal business day (Sat. or Sun.)							← Hour				
							←Volume				

Characteristics of Major Routes		Met?		Fulfilled?	
		Yes	No	Yes	No
1. Part of the street or highway system that serves as the principal roadway network for through traffic flow.	Major Street:				
	Minor Street:				
2. Rural or suburban highway outside of, entering, or traversing a city.	Major Street:				
	Minor Street:				
3. Appears as a major route on an official plan.	Major Street:				
	Minor Street:				

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Approach Lane Criteria

1. How many approach lanes are there at the track crossing? ☐ 1 ☐ 2 or

If there is 1 lane, use Figure 4C-9 and if there are 2 or more, use Figure 4C-10. ☐ Fig 4C-9 ☐ Fig 4C-10

WARRANT 9 - INTERSECTION NEAR A GRADE CROSSING

This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing.

Indicate if both criteria are fulfilled in the boxes provided. The warrant is satisfied if both criteria are met.

Applicable: ☐ Yes ☐ No

Satisfied: ☐ Yes ☐ No

Criteria	Fulfilled? Yes	Fulfilled? No
1. A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach; and	☐	☐
2. During the highest traffic volume hour during which the rail uses the crossing, the plotted point falls above the applicable curve for the existing combination of approach lanes over the track and the distance D (clear storage distance).	☐	☐

Use the following tables (4C-2, 4C-3, and 4C-4 to appropriately adjust the minor-street approach volume).

Inputs		Adjustment Factors from Tables
Occurrences of Rail traffic per day		
% of High Occupancy Buses on Minor-Street Approach		1.00
Enter D (feet)		
% of Tractor-Trailer Trucks on Minor-Street Approach		0.50

Table 4C-2. Adjustment Factor for Daily Frequency of Rail Traffic

Rail Traffic per Day	Adjustment Factor
1	0.67
2	0.91
3 to 5	1.00
6 to 8	1.18
9 to 11	1.25
12 or more	1.33

Table 4C-3. Adjustment Factor for Percentage of High-Occupancy Buses

% of High-Occupancy Buses* on Minor Street Approach	Adjustment Factor
0%	1.00
2%	1.09
4%	1.19
6% or more	1.32

* A high-occupancy bus is defined as a bus occupied by at least 20 people

Table 4C-4. Adjustment Factor for Percentage of Tractor-Trailer Trucks

% of Tractor-Trailer Trucks on Minor-Street Approach	Adjustment Factor	
	D less than 70 feet	D of 70 feet or more
0% to 2.5%	0.50	0.50
2.6% to 7.5%	0.75	0.75
7.6% to 12.5%	1.00	1.00
12.6% to 17.5%	2.30	1.15
17.6% to 22.5%	2.70	1.35
22.6% to 27.5%	3.28	1.64
More than 27.5%	4.18	2.09

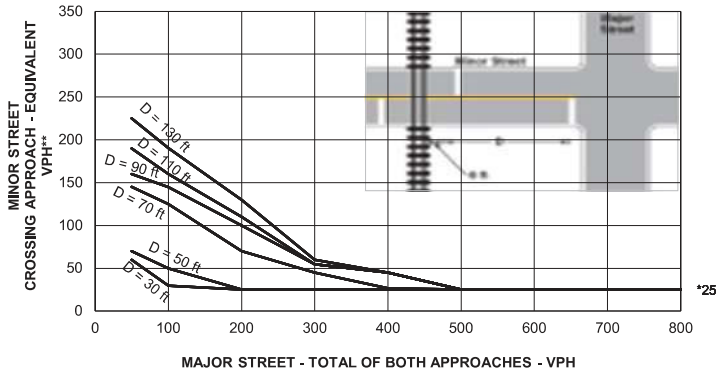
Input the major and minor street volumes before adjustment factors are applied

1 Approach Lane		
D (ft)	Major Vol.	Minor Vol.

After adjustment factors are applied

1 Approach Lane w/Factors		
D (ft)	Major Vol.	Minor Vol.

FIGURE 4C-9: Criteria for 1 Approach Lane at the Track Crossing



** Note: 25 vph applies as the lower threshold volume*

** *Note: VPH after applying the adjustment factors in Tables 4C-2, 4C, and or 4C-4, if appropriate*

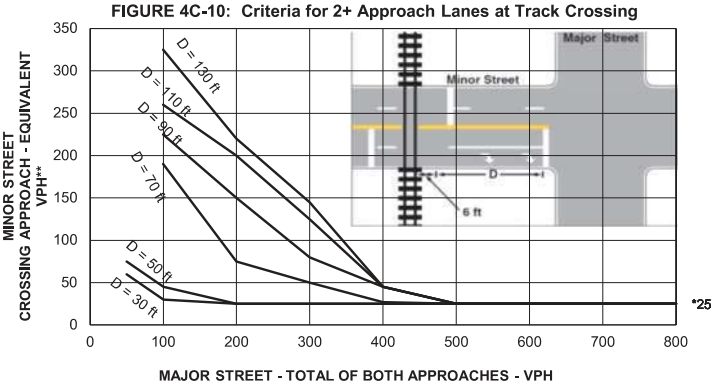
Input D and the major and minor street volumes before adjustment factors are applied

2 or more Approach Lanes		
D (ft)	Major Vol.	Minor Vol.

After adjustment factors are applied

2+ Approach Lane w/Factors		
D (ft)	Major Vol.	Minor Vol.

FIGURE 4C-10: Criteria for 2+ Approach Lanes at Track Crossing



** Note: 25 vph applies as the lower threshold volume*

** *Note: VPH after applying the adjustment factors in Tables 4C-2, 4C, and or 4C-4, if appropriate*

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Ormond Beach	Engineer:	CAM1
County:	79 – Volusia	Date:	June 7, 2021
District:	Five		

Major Street:	SR 5A	Lanes:	2	Major Approach Speed:	45
Minor Street:	Tomoka Oaks	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

CONCLUSIONS

Remarks:

WARRANTS SATISFIED:

☑	Warrant 1	☐ Not Applicable
☑	Warrant 2	☐ Not Applicable
☐	Warrant 3	☐ Not Applicable
☐	Warrant 4	☐ Not Applicable
☐	Warrant 5	☐ Not Applicable
☐	Warrant 6	☐ Not Applicable
☐	Warrant 7	☐ Not Applicable
☐	Warrant 8	☐ Not Applicable
☐	Warrant 9	☐ Not Applicable

APPENDIX J

Intersections Summary Work Sheets

2028 Build-Out Improvement Conditions

Lane Group	EBT	EBR	WBT	NBL	NBT	SBT	Ø1
Lane Configurations							
Traffic Volume (vph)	2	166	0	74	453	707	
Future Volume (vph)	2	166	0	74	453	707	
Turn Type	NA	Perm	NA	pm+pt	NA	NA	
Protected Phases	4		8	5	2	6	1
Permitted Phases		4		2			
Detector Phase	4	4	8	5	2	6	
Switch Phase							
Minimum Initial (s)	6.0	6.0	6.0	6.0	10.0	10.0	6.0
Minimum Split (s)	24.0	24.0	24.0	12.0	24.0	24.0	12.0
Total Split (s)	27.0	27.0	24.0	20.0	40.0	40.0	20.0
Total Split (%)	24.3%	24.3%	21.6%	18.0%	36.0%	36.0%	18%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	
Lead/Lag				Lead	Lag	Lag	Lead
Lead-Lag Optimize?				Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	Min	Min	None

Intersection Summary
Cycle Length: 111
Actuated Cycle Length: 61.4
Natural Cycle: 85
Control Type: Actuated-Uncoordinated

Splits and Phases: 1: Nova Rd & Tomoka Oaks Blvd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	139	2	166	0	0	1	74	453	3	0	707	59
Future Volume (veh/h)	139	2	166	0	0	1	74	453	3	0	707	59
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1870	1870	418	1796	1826	1870	1870	1870	1737
Adj Flow Rate, veh/h	154	2	184	0	0	1	82	503	3	0	786	66
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	3	2	3	2	2	100	7	5	2	2	2	11
Cap, veh/h	313	4	280	0	0	0	392	1996	12	472	1167	98
Arrive On Green	0.18	0.18	0.18	0.00	0.00	0.00	0.08	0.56	0.56	0.00	0.35	0.35
Sat Flow, veh/h	1760	23	1572		0		1711	3536	21	1781	3318	279
Grp Volume(v), veh/h	156	0	184		0.0		82	247	259	0	421	431
Grp Sat Flow(s),veh/h/ln	1782	0	1572				1711	1735	1822	1781	1777	1820
Q Serve(g_s), s	3.7	0.0	5.1				1.2	3.4	3.4	0.0	9.4	9.4
Cycle Q Clear(g_c), s	3.7	0.0	5.1				1.2	3.4	3.4	0.0	9.4	9.4
Prop In Lane	0.99		1.00				1.00		0.01	1.00		0.15
Lane Grp Cap(c), veh/h	317	0	280				392	979	1029	472	625	640
V/C Ratio(X)	0.49	0.00	0.66				0.21	0.25	0.25	0.00	0.67	0.67
Avail Cap(c_a), veh/h	803	0	709				762	1266	1330	1004	1296	1328
HCM Platoon Ratio	1.00	1.00	1.00				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	0.00	1.00	1.00
Uniform Delay (d), s/veh	17.3	0.0	17.8				8.3	5.2	5.2	0.0	12.8	12.8
Incr Delay (d2), s/veh	1.2	0.0	2.6				0.3	0.1	0.1	0.0	1.3	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.6	0.0	3.4				0.5	1.1	1.2	0.0	5.2	5.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.4	0.0	20.5				8.5	5.3	5.3	0.0	14.1	14.1
LnGrp LOS	B	A	C				A	A	A	A	B	B
Approach Vol, veh/h		340						588			852	
Approach Delay, s/veh		19.5						5.7			14.1	
Approach LOS		B						A			B	

Timer - Assigned Phs	1	2		4	5	6						
Phs Duration (G+Y+Rc), s	0.0	32.3		14.3	9.9	22.4						
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0						
Max Green Setting (Gmax), s	14.0	34.0		21.0	14.0	34.0						
Max Q Clear Time (g_c+I1), s	0.0	5.4		7.1	3.2	11.4						
Green Ext Time (p_c), s	0.0	2.8		1.3	0.1	5.0						

Intersection Summary	
HCM 6th Ctrl Delay	12.4
HCM 6th LOS	B

Lane Group	EBT	EBR	WBT	NBL	NBT	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	0	114	1	191	761	1	678
Future Volume (vph)	0	114	1	191	761	1	678
Turn Type	NA	Perm	NA	pm+pt	NA	pm+pt	NA
Protected Phases	4		8	5	2	1	6
Permitted Phases		4		2		6	
Detector Phase	4	4	8	5	2	1	6
Switch Phase							
Minimum Initial (s)	6.0	6.0	6.0	6.0	10.0	6.0	10.0
Minimum Split (s)	24.0	24.0	24.0	12.0	24.0	12.0	24.0
Total Split (s)	27.0	27.0	24.0	20.0	40.0	20.0	40.0
Total Split (%)	24.3%	24.3%	21.6%	18.0%	36.0%	18.0%	36.0%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag				Lead	Lag	Lead	Lag
Lead-Lag Optimize?				Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	Min	None	Min

Intersection Summary
Cycle Length: 111
Actuated Cycle Length: 69
Natural Cycle: 85
Control Type: Actuated-Uncoordinated

Splits and Phases: 1: Nova Rd & Tomoka Oaks Blvd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	86	0	114	11	1	8	191	761	3	1	678	131
Future Volume (veh/h)	86	0	114	11	1	8	191	761	3	1	678	131
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1841	1870	1870	1870	1870	1870	1870	418	1870	1870
Adj Flow Rate, veh/h	91	0	121	12	1	9	203	810	3	1	721	139
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	4	2	2	2	2	2	2	100	2	2
Cap, veh/h	210	0	184	29	2	21	386	1581	6	166	989	191
Arrive On Green	0.12	0.00	0.12	0.03	0.03	0.03	0.10	0.44	0.44	0.00	0.33	0.33
Sat Flow, veh/h	1781	0	1560	927	77	695	1781	3631	13	398	2972	573
Grp Volume(v), veh/h	91	0	121	22	0	0	203	396	417	1	431	429
Grp Sat Flow(s),veh/h/ln	1781	0	1560	1699	0	0	1781	1777	1868	398	1777	1767
Q Serve(g_s), s	2.8	0.0	4.3	0.7	0.0	0.0	3.9	9.4	9.4	0.1	12.4	12.4
Cycle Q Clear(g_c), s	2.8	0.0	4.3	0.7	0.0	0.0	3.9	9.4	9.4	0.1	12.4	12.4
Prop In Lane	1.00		1.00	0.55		0.41	1.00		0.01	1.00		0.32
Lane Grp Cap(c), veh/h	210	0	184	52	0	0	386	774	813	166	592	588
V/C Ratio(X)	0.43	0.00	0.66	0.42	0.00	0.00	0.53	0.51	0.51	0.01	0.73	0.73
Avail Cap(c_a), veh/h	646	0	566	528	0	0	632	1043	1097	262	1043	1038
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.8	0.0	24.4	27.6	0.0	0.0	11.8	11.9	11.9	13.0	17.0	17.0
Incr Delay (d2), s/veh	1.4	0.0	4.0	5.2	0.0	0.0	1.1	0.5	0.5	0.0	1.7	1.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.1	0.0	3.1	0.7	0.0	0.0	2.2	5.3	5.5	0.0	7.8	7.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	25.2	0.0	28.4	32.8	0.0	0.0	12.9	12.4	12.4	13.0	18.7	18.8
LnGrp LOS	C	A	C	C	A	A	B	B	B	B	B	B
Approach Vol, veh/h		212			22			1016			861	
Approach Delay, s/veh		27.0			32.8			12.5			18.8	
Approach LOS		C			C			B			B	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.1	31.2		12.8	12.0	25.3		7.8				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	14.0	34.0		21.0	14.0	34.0		18.0				
Max Q Clear Time (g_c+I1), s	2.1	11.4		6.3	5.9	14.4		2.7				
Green Ext Time (p_c), s	0.0	4.7		0.7	0.3	4.9		0.0				

Intersection Summary	
HCM 6th Ctrl Delay	16.7
HCM 6th LOS	B

APPENDIX K

Intersections Summary Work Sheets – Alternative Scenario Comparison

Intersection	
Int Delay, s/veh	4.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	54	37	78	5
Future Vol, veh/h	0	0	54	37	78	5
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	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	14	4	2
Mvmt Flow	0	0	61	42	88	6

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	103	0	-	0	82	82
Stage 1	-	-	-	-	82	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1489	-	-	-	915	978
Stage 1	-	-	-	-	936	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1489	-	-	-	915	978
Mov Cap-2 Maneuver	-	-	-	-	915	-
Stage 1	-	-	-	-	936	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	9.4
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1489	-	-	-	919
HCM Lane V/C Ratio	-	-	-	-	0.101
HCM Control Delay (s)	0	-	-	-	9.4
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	40	0	148	10	2	76
Future Volume (Veh/h)	40	0	148	10	2	76
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	50	0	185	12	2	95
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)	642					
pX, platoon unblocked						
vC, conflicting volume	0		196	100	100	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		196	100	100	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	97		73	98	100	91
cM capacity (veh/h)	1604		678	765	765	1085

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	50	197	97
Volume Left	50	185	0
Volume Right	0	0	95
cSH	1604	683	1076
Volume to Capacity	0.03	0.29	0.09
Queue Length 95th (ft)	2	30	7
Control Delay (s)	7.3	12.4	8.7
Lane LOS	A	B	A
Approach Delay (s)	7.3	12.4	8.7
Approach LOS		B	A

Intersection Summary			
Average Delay	10.6		
Intersection Capacity Utilization	27.0%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	6.8

Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations						
Traffic Vol, veh/h	0	150	8	51	2	0
Future Vol, veh/h	0	150	8	51	2	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	75	75	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	200	11	68	3	0

Major/Minor	Minor2		Major2	
Conflicting Flow All	90	68	0	0
Stage 1	90	-	-	-
Stage 2	0	-	-	-
Critical Hdwy	6.52	6.22	4.12	-
Critical Hdwy Stg 1	5.52	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	4.018	3.318	2.218	-
Pot Cap-1 Maneuver	800	995	-	-
Stage 1	820	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %				-
Mov Cap-1 Maneuver	0	995	-	-
Mov Cap-2 Maneuver	0	-	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-

Approach	EB	WB
HCM Control Delay, s	9.5	
HCM LOS	A	

Minor Lane/Major Mvmt	EBLn1	WBL	WBT
Capacity (veh/h)	995	-	-
HCM Lane V/C Ratio	0.201	-	-
HCM Control Delay (s)	9.5	-	-
HCM Lane LOS	A	-	-
HCM 95th %tile Q(veh)	0.7	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	1	224	41	91	79	0
Future Vol, veh/h	1	224	41	91	79	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	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	5	13	4	2
Mvmt Flow	1	257	47	105	91	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	152	0	-	0	359	100
Stage 1	-	-	-	-	100	-
Stage 2	-	-	-	-	259	-
Critical Hdwy	4.12	-	-	-	6.44	6.22
Critical Hdwy Stg 1	-	-	-	-	5.44	-
Critical Hdwy Stg 2	-	-	-	-	5.44	-
Follow-up Hdwy	2.218	-	-	-	3.536	3.318
Pot Cap-1 Maneuver	1429	-	-	-	636	956
Stage 1	-	-	-	-	919	-
Stage 2	-	-	-	-	780	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1429	-	-	-	635	956
Mov Cap-2 Maneuver	-	-	-	-	635	-
Stage 1	-	-	-	-	918	-
Stage 2	-	-	-	-	780	-

Approach	EB	WB	SE
HCM Control Delay, s	0	0	11.6
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1429	-	-	-	635
HCM Lane V/C Ratio	0.001	-	-	-	0.143
HCM Control Delay (s)	7.5	0	-	-	11.6
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	171	86	47	4
Future Vol, veh/h	1	0	171	86	47	4
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	1	0	180	91	49	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	271	0	-	0	228	226
Stage 1	-	-	-	-	226	-
Stage 2	-	-	-	-	2	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1292	-	-	-	760	813
Stage 1	-	-	-	-	812	-
Stage 2	-	-	-	-	1021	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1292	-	-	-	759	813
Mov Cap-2 Maneuver	-	-	-	-	759	-
Stage 1	-	-	-	-	811	-
Stage 2	-	-	-	-	1021	-

Approach	EB	WB	SB
HCM Control Delay, s	7.8	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1292	-	-	-	763
HCM Lane V/C Ratio	0.001	-	-	-	0.07
HCM Control Delay (s)	7.8	0	-	-	10.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2



Movement	WBL	WBR	SEL	SER	NEL	NER
Lane Configurations						
Traffic Volume (veh/h)	64	0	100	9	8	61
Future Volume (Veh/h)	64	0	100	9	8	61
Sign Control	Free		Stop		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Hourly flow rate (vph)	75	0	118	11	9	72
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)	642					
pX, platoon unblocked						
vC, conflicting volume	0		226	150	150	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		226	150	150	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	95		82	98	99	93
cM capacity (veh/h)	1623		650	707	707	1082

Direction, Lane #	WB 1	SE 1	NE 1
Volume Total	75	129	81
Volume Left	75	118	0
Volume Right	0	0	72
cSH	1623	655	1022
Volume to Capacity	0.05	0.20	0.08
Queue Length 95th (ft)	4	18	6
Control Delay (s)	7.3	11.8	8.8
Lane LOS	A	B	A
Approach Delay (s)	7.3	11.8	8.8
Approach LOS		B	A

Intersection Summary			
Average Delay	9.8		
Intersection Capacity Utilization	23.8%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	3.8

Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations						
Traffic Vol, veh/h	0	103	6	169	7	1
Future Vol, veh/h	0	103	6	169	7	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	75	75	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	137	8	225	9	1

Major/Minor	Minor2		Major2	
Conflicting Flow All	241	225	0	0
Stage 1	241	-	-	-
Stage 2	0	-	-	-
Critical Hdwy	6.52	6.22	4.12	-
Critical Hdwy Stg 1	5.52	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	4.018	3.318	2.218	-
Pot Cap-1 Maneuver	660	814	-	-
Stage 1	706	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %				-
Mov Cap-1 Maneuver	0	814	-	-
Mov Cap-2 Maneuver	0	-	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-

Approach	EB	WB
HCM Control Delay, s	10.3	
HCM LOS	B	

Minor Lane/Major Mvmt	EBLn1	WBL	WBT
Capacity (veh/h)	814	-	-
HCM Lane V/C Ratio	0.169	-	-
HCM Control Delay (s)	10.3	-	-
HCM Lane LOS	B	-	-
HCM 95th %tile Q(veh)	0.6	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	WBT	WBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	2	157	64	254	46	1
Future Vol, veh/h	2	157	64	254	46	1
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	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	167	68	270	49	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	338	0	-	0	374	203
Stage 1	-	-	-	-	203	-
Stage 2	-	-	-	-	171	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1221	-	-	-	627	838
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	859	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1221	-	-	-	626	838
Mov Cap-2 Maneuver	-	-	-	-	626	-
Stage 1	-	-	-	-	829	-
Stage 2	-	-	-	-	859	-

Approach	EB	WB	SE
HCM Control Delay, s	0.1	0	11.2
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SELn1
Capacity (veh/h)	1221	-	-	-	629
HCM Lane V/C Ratio	0.002	-	-	-	0.079
HCM Control Delay (s)	8	0	-	-	11.2
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection	
Intersection Delay, s/veh	8.4
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SBL	SBR	NEL	NER
Lane Configurations										
Traffic Vol, veh/h	0	0	150	41	91	0	78	5	2	76
Future Vol, veh/h	0	0	150	41	91	0	78	5	2	76
Peak Hour Factor	0.75	0.75	0.75	0.87	0.87	0.87	0.89	0.89	0.80	0.80
Heavy Vehicles, %	2	2	2	5	13	2	4	2	2	2
Mvmt Flow	0	0	200	47	105	0	88	6	3	95
Number of Lanes	0	1	0	0	1	0	1	0	1	0

Approach	EB	WB	SB	NE
Opposing Approach	WB	EB		
Opposing Lanes	1	1	0	0
Conflicting Approach Left	SB	NE	WB	EB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NE	SB	NE	WB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8.1	8.9	8.8	7.8
HCM LOS	A	A	A	A

Lane	NELn1	EBLn1	WBLn1	SBLn1
Vol Left, %	3%	0%	31%	94%
Vol Thru, %	0%	0%	69%	0%
Vol Right, %	97%	100%	0%	6%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	78	150	132	83
LT Vol	2	0	41	78
Through Vol	0	0	91	0
RT Vol	76	150	0	5
Lane Flow Rate	98	200	152	93
Geometry Grp	1	1	1	1
Degree of Util (X)	0.115	0.22	0.198	0.129
Departure Headway (Hd)	4.238	3.959	4.694	4.994
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	843	906	765	717
Service Time	2.275	1.987	2.726	3.032
HCM Lane V/C Ratio	0.116	0.221	0.199	0.13
HCM Control Delay	7.8	8.1	8.9	8.8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.8	0.7	0.4

Intersection	
Intersection Delay, s/veh	9.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SBL	SBR	NEL	NER
Lane Configurations										
Traffic Vol, veh/h	0	0	103	64	254	0	47	4	8	61
Future Vol, veh/h	0	0	103	64	254	0	47	4	8	61
Peak Hour Factor	0.75	0.75	0.75	0.94	0.94	0.94	0.95	0.95	0.85	0.85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	3
Mvmt Flow	0	0	137	68	270	0	49	4	9	72
Number of Lanes	0	1	0	0	1	0	1	0	1	0

Approach	EB	WB	SB	NE
Opposing Approach	WB	EB		
Opposing Lanes	1	1	0	0
Conflicting Approach Left	SB	NE	WB	EB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NE	SB	NE	WB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	7.8	10.6	8.7	8.1
HCM LOS	A	B	A	A

Lane	NELn1	EBLn1	WBLn1	SBLn1
Vol Left, %	12%	0%	20%	92%
Vol Thru, %	0%	0%	80%	0%
Vol Right, %	88%	100%	0%	8%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	69	103	318	51
LT Vol	8	0	64	47
Through Vol	0	0	254	0
RT Vol	61	103	0	4
Lane Flow Rate	81	137	338	54
Geometry Grp	1	1	1	1
Degree of Util (X)	0.103	0.154	0.417	0.078
Departure Headway (Hd)	4.547	4.029	4.436	5.223
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	787	889	812	684
Service Time	2.586	2.062	2.465	3.266
HCM Lane V/C Ratio	0.103	0.154	0.416	0.079
HCM Control Delay	8.1	7.8	10.6	8.7
HCM Lane LOS	A	A	B	A
HCM 95th-tile Q	0.3	0.5	2.1	0.3

Intersection	
Intersection Delay, s/veh	4.1
Intersection LOS	A

Approach	EB	WB	SB	NE
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	200	152	94	97
Demand Flow Rate, veh/h	204	168	98	99
Vehicles Circulating, veh/h	147	2	168	92
Vehicles Exiting, veh/h	119	189	2	259
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	4.6	3.9	3.9	3.6
Approach LOS	A	A	A	A

Lane	Left	Left	Left	Left
Designated Moves	TR	LT	LR	LR
Assumed Moves	TR	LT	LR	LR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
Entry Flow, veh/h	204	168	98	99
Cap Entry Lane, veh/h	1188	1377	1163	1256
Entry HV Adj Factor	0.980	0.907	0.959	0.980
Flow Entry, veh/h	200	152	94	97
Cap Entry, veh/h	1164	1248	1115	1231
V/C Ratio	0.172	0.122	0.084	0.079
Control Delay, s/veh	4.6	3.9	3.9	3.6
LOS	A	A	A	A
95th %tile Queue, veh	1	0	0	0

Intersection	
Intersection Delay, s/veh	4.4
Intersection LOS	A

Approach	EB	WB	SB	NE
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	137	338	53	81
Demand Flow Rate, veh/h	140	344	54	83
Vehicles Circulating, veh/h	123	9	344	50
Vehicles Exiting, veh/h	275	124	9	213
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	4.0	4.8	4.3	3.3
Approach LOS	A	A	A	A

Lane	Left	Left	Left	Left
Designated Moves	TR	LT	LR	LR
Assumed Moves	TR	LT	LR	LR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
Entry Flow, veh/h	140	344	54	83
Cap Entry Lane, veh/h	1217	1367	972	1311
Entry HV Adj Factor	0.979	0.981	0.981	0.976
Flow Entry, veh/h	137	338	53	81
Cap Entry, veh/h	1191	1342	954	1280
V/C Ratio	0.115	0.252	0.056	0.063
Control Delay, s/veh	4.0	4.8	4.3	3.3
LOS	A	A	A	A
95th %tile Queue, veh	0	1	0	0

LTG Engineering & Planning

Via Email: (Steven.Spraker@ormondbeach.org)

Ref: 5361.05

Draft Print
08/31/2023 1:00:30 PM

TECHNICAL MEMORANDUM

To: Steve Spraker, AICP – Planning Direction, City of Ormond Beach

From: Kady L. Dearing, P.E.

Date: August 31, 2023

Subject: Tomoka Oaks Residential – Impact of Nova Road Planned Improvement
City of Ormond Beach, Florida

INTRODUCTION

LTG, Inc. has been retained by Triumph Oaks or Ormond Beach I, LLC to prepare a technical memorandum summarizing the impacts of the planned and programmed Nova Road safety improvements proposed by the Florida Department of Transportation (FDOT). The following documentation and analysis are prepared to address residents' concerns, at the request of City Staff, regarding the effects of the proposed safety improvement in relation to the Traffic Impact Analysis (TIA) Report prepared for the Tomoka Oaks Residential project.

BACKGROUND

The FDOT is conducting a maintenance project for the segment of Nova Road with a focus on the primary segment of SR 40/Granada Boulevard to Wilmette Avenue (approximately 0.5 miles). The goal of the project is to rehabilitate the pavement and improve safety for all roadway users. As a result, the segment is expected to be revised from a 6-lane divided roadway, with shared left-turn lane, to a 4-lane divided roadway separated by a concrete median and enhanced with landscaping areas on the east and west sides of Nova Road. A copy of the project limits and proposed alternatives for the improvement project is provided as **Exhibit A**.

The TIA has been competed in accordance with the analysis standards adopted by the City of Ormond Beach, FDOT, and the River to Sea Transportation Planning Organization (R2CTPO) TIA Guidelines. As such, the study area for the analysis is based on a standard 3% project significance test and agreed upon during the methodology phase of the analysis. The part of Nova Road that will be modified by the safety improvement project was not within the 3% significant threshold for the TIA. However, the segment of Nova Road, from Wilmette Avenue to US-1, was included as part of the analysis and is expected to remain as a 4-lane divided section upon buildout of the safety improvement project. It should be noted that the segment of Nova Road from Wilmette Avenue to US-1 is expected to continue to operate within the adopted level-of-service upon buildout of the Tomoka Oaks Residential project.

SEGMENT ANALYIS

The segment of Nova Road, from SR 40/Granada Boulevard to Wilmette Avenue, was evaluated to determine the operating conditions under the existing roadway configuration and under the future planned configuration with buildout of the proposed development. The latest Annual Average Daily Traffic (AADT) count data, as released by the FDOT for the year 2022, was used. Due to the annual historical trend resulting in a negative growth, using 5-year and 10-year historical data, a 3% annual growth rate was used to determine 2028 background traffic. The results of the segment analysis are shown in **Table 1**.

Table 1
Nova Road Segment Analysis
Tomoka Oaks Residential

Roadway	Segment		No. of Lanes	Adopted LOS	Peak Hour Two-Way Capacity	Existing Peak Hour Two-Way Volume (2022)	Annual Growth Rate	2028 Background Volume	Project Trip Distribution	Project Volume	2028 Buildout Volume
Nova Rd.	SR 40	Wilmette Ave.	6	D	5,114	1,935	3%	2,283	51%	142	2,425
			4	D	3,455						

As shown in Table 1, the future 2028 volume is not expected to exceed the 4-lane divided capacity with inclusion of the proposed development. Therefore, no additional mitigation improvements or funds are required.

CONCLUSION

An additional segment analysis was conducted on Nova Road, from SR 40 to Wilmette Avenue, in order to address residents' concerns regarding the potential impact of the proposed development on the new safety improvements planned by the FDOT. In summary, the segment was not included in the original TIA, as it did not meet the significant test thresholds for analysis. In analyzing the additional segment, with and without the proposed safety improvements, the segment is expected to remain within the adopted level-of-service under 2028 future conditions with inclusion of the proposed development. Therefore, no additional mitigation improvements or funds, other than what was previously reported in the TIA, are required.

Attachments:

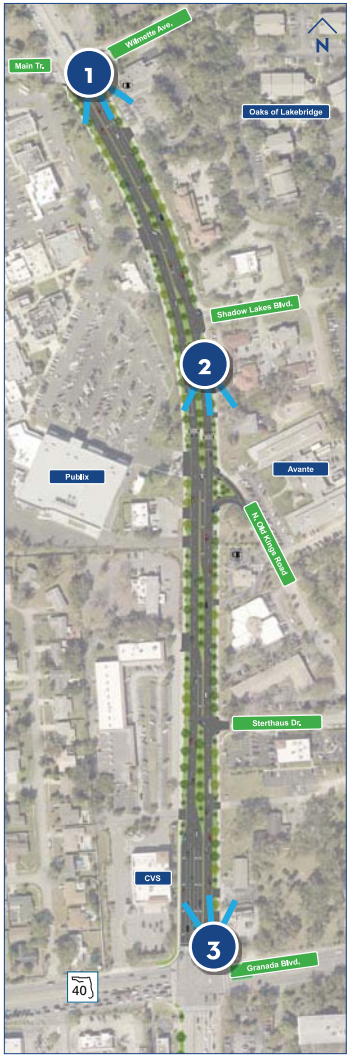
Exhibit A – Nova Road Planned Safety Improvement Alternatives

EXHIBIT A

Nova Road Planned Safety Improvement Alternatives

Nova Road 5A

ALTERNATIVE 1 - Wider Sidewalk and Landscape Buffer



Existing Conditions







Proposed Renderings





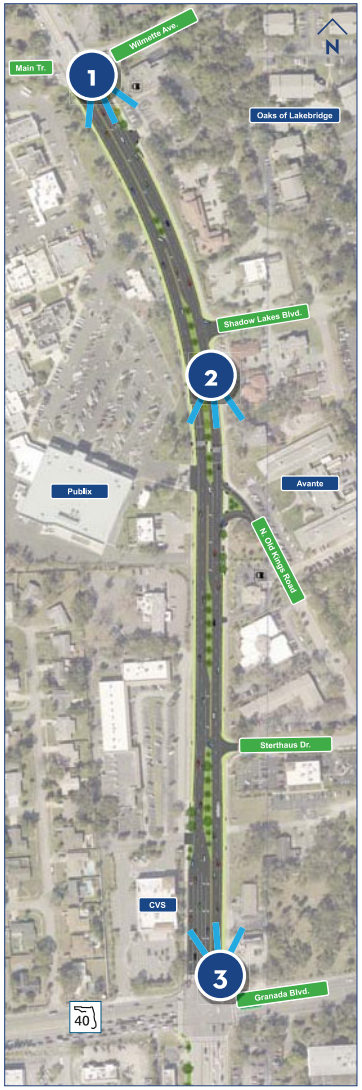


Nova Road Coalition
Financial Project Identification (FPID) No. 450644-1

All meeting materials, including the presentation, are available on the project website at: https://www.cflroads.com/project/450644-1

Nova Road 5A

ALTERNATIVE 2 - Separated Bicycle Lane



Existing Conditions







Proposed Renderings



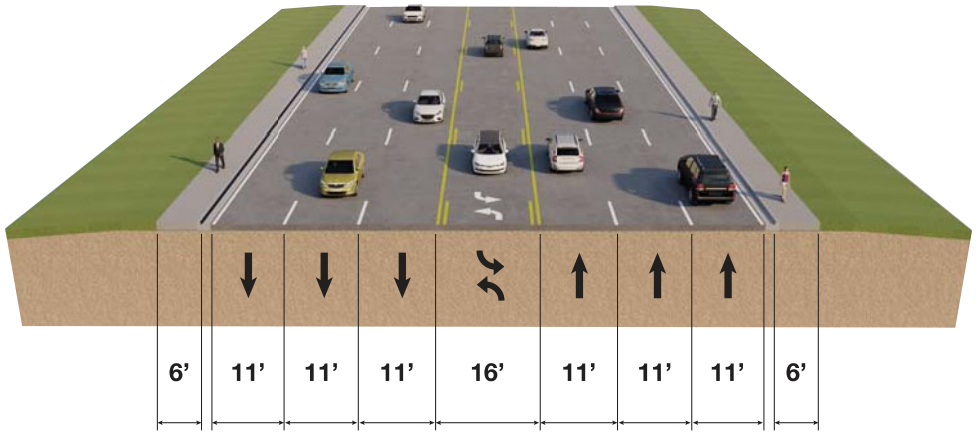




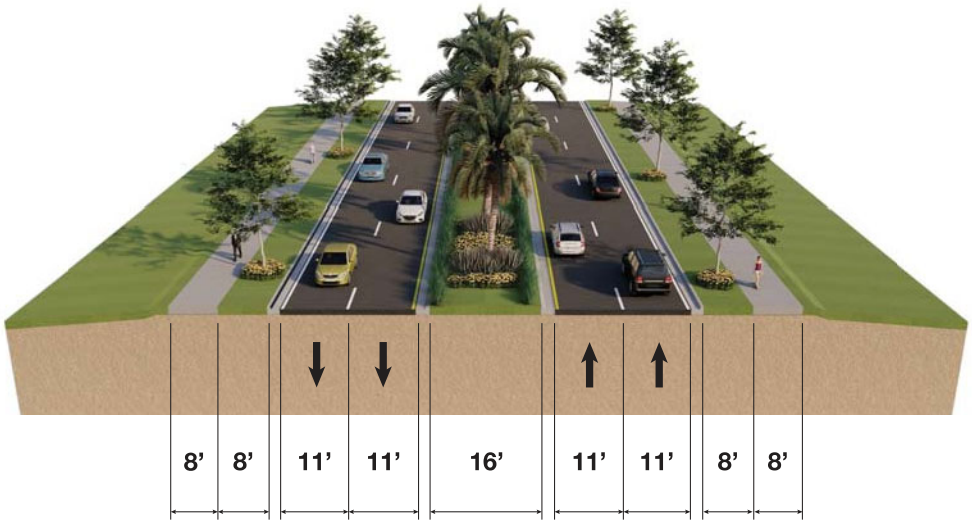
Nova Road 5A

TYPICAL SECTIONS

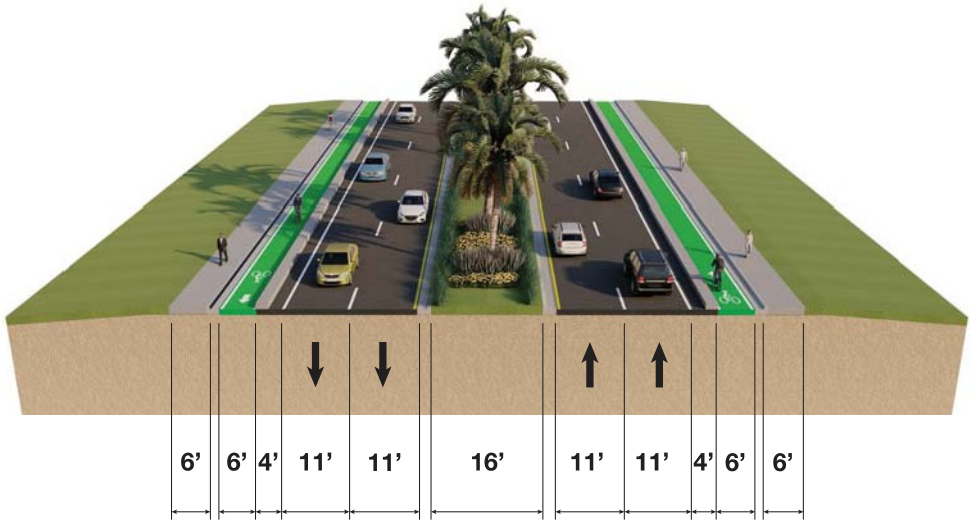
Existing Conditions



Alternative 1



Alternative 2



ATTACHMENT 6

2023 Planning Board minutes

M I N U T E S

ORMOND BEACH PLANNING BOARD

Regular Meeting

July 13, 2023 6:00 PM

Calvary Christian Center
1687 West Granada Boulevard
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present	Staff Present
Angie Shull, Vice Chair	Claire Whitley, Assistant City Manager
G.G. Galloway	Steven Spraker, Planning Director
Al Jorczak	Becky Weedo, Senior Planner
Mike Scudiero	David Allen, Planning Civil Engineer
Barry du Moulin	Cara Culliver, Landscape Architect
Troy Railsback (Absent)	Robin Gawel, Senior Planner
Doug Thomas, Chair	Sarah Cushing, Senior Planner
	Marcella Miller, Recording Technician
	Randy Hayes, City Attorney

II. INVOCATION

Chairman Thomas led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

Mr. Randy Hayes, City Attorney, explained the process for the public hearing. Attorney Hayes recommended that those individuals who sought to give testimony on the application be sworn in by the Board Secretary and to affirm if they took the Oath when they speak.

Attorney Hayes reviewed an outline of procedural and evidentiary matters regarding Quasi-Judicial proceedings regarding the roles of the City Attorney, Planning Board and explanation of a Quasi-Judicial hearing, competent substantial evidence, Burden of Proof, witness testimonies, and the decision making process of the Planning Board. He added that there are two stipulations that the Planning Board members must vote on to: (1) agree to stipulate that the professionals who will testify on behalf of the parties are qualified to do so, and (2) allow Tomoka Oaks HOA to participate in the proceeding as a "party-intervenor".

Attorney Hayes advised the Board that once moving into the public hearing they must vote on the two stipulations aforementioned.

Chairman Thomas stated that the Planning Board members are their neighbors and are volunteers. He continued that the Board tries to do what is best for them and the City of Ormond Beach, and have no special interest.

Chairman Thomas opened the Public Hearing.

V. PUBLIC HEARINGS

A. PRD 2022-043, Tomoka Reserve – Issuance of a Development Order

Chairman Thomas asked Ms. Miller, Recording Technician, to read the Oath. Ms. Miller read the Oath:

"Do you swear that the testimony you are about to give is the truth, the whole truth and nothing but the truth?"

Mr. Galloway motioned to approve of and accept the following stipulations: (1) the parties agree to stipulate that the professionals who will testify on behalf of the parties are qualified to do so; and (2) allow Tomoka Oaks HOA to participate in the proceeding as a "party-intervenor". Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

Mr. Steven Spraker, Planning Director, explained the application for the issuance of a development order for the Tomoka Reserve subdivision. The application seeks to allow the issuance of a development order for 276 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development (PRD), and is located at 20 Tomoka Oaks Boulevard.

Mr. Spraker stated that the property has an existing land use of "Low Density Residential" (LDR) which allows a density of up to 4.3 units per acre. He continued that the purpose of the land use is to protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of

such neighborhoods. Mr. Spraker added that institutional uses may be permitted in accordance with the maximum floor area ratio.

Mr. Spraker continued with the explanation of the existing zoning of Planned Residential Development (PRD). In 2006, there was a zoning map amendment that went from R-2, Single-Family Low Density to PRD, Planned Residential Development. A site specific development order was approved for 122 residential units and the reconfiguration of the golf course. Mr. Spraker stated that one of the conditions of approval was to provide the covenant and restrictions on the golf course because in 2006 it was determined that there was no covenant and restrictions. The development order expired. He explained the process for the issuance of a development order began with a neighborhood meeting, in which the property went through two, then Site Plan Review Committee (SPRC), Planning Board and City Commission. Mr. Spraker explained that the development order is a zoning document that provides the number of lots, landscape buffer, and recreational areas. If approved, the next step is the construction plans as preliminary plat, with detailed engineering, landscape buffers, and roadways, which also goes through the process with the SPRC, neighborhood meeting, back to the Planning Board and then on to the City Commission.

Mr. Spraker reviewed the Tomoka Reserve Site Plan. He continued that the project is approximately 148 acres, with 276 proposed units and a density of 1.87 units per acre. He stated that the project seeks to allow a gated vehicular access while allowing pedestrians to still access the project through sidewalks. Mr. Spraker stated that there is an emergency access easement noted on the plan. The project is not in a designated floodplain, and there are no wetlands on the property. He added that an environmental assessment was provided with the project. Mr. Spraker remarked that the site plan is preserving 34 acres and an additional 9 acres for recreation. A key issue expressed through the process is size of the lots, with the proposal of 80' lots in width, 60' lots in width, and 50' lots in width. He continued that there is a proposed 50' buffer around the perimeter of the site (3.3 miles). The project stormwater areas use berms around exiting vegetation which is a low impact development technique. He added that the historic trees on the property are being sought to be preserved and that they provided the required school concurrency and a Traffic Impact Analysis.

Mr. Spraker reviewed key issues included in the staff report, starting with issue 1, the development ability of the former golf course. Mr. Spraker stated the Planning Board packet included an analysis from Ms. Davis, including a letter from Mr. Brent Spain Esquire. Also included in the packet was an analysis from the City Attorney's office and from the applicant's law firm, Cobb Cole. Mr. Spraker explained the position of the city staff that there is no covenant and restrictions that would prevent the site from being used for residential purposes.

Mr. Spraker reviewed issue 2, the lot size compatibility. Mr. Spraker described the R-2 zoning district which was the original zoning on the property and the surrounding area. The R2 zoning district requires a 100'-wide lot width a 10,000 square-foot lot area size. He explained that part of the applicant's Planned Residential Development request is to provide additional buffers, recreation and open space in order to negotiate lot size. They are not increasing the overall density but reconfiguring it in order to provide additional natural preservation and additional buffer and recreation,

according to Mr. Spraker. Staff discussed its similarity to what happened with an area of west Ormond, where there were applications for subdivisions less than 80' in width. These applications were denied and the subdivisions were made to comply with the 80'-wide lots.

Mr. Spraker discussed issue 3, planting of the 50' natural buffer. The applicant is seeking to use the existing vegetation along the perimeter buffer and in the areas that do not have vegetation, they are seeking to do seven trees and 30 shrubs and grasses, per 100 linear feet, clustered in 20' spacing. The irrigation is proposed to be provided by a truck with a water tank and no permanent irrigation. Mr. Spraker continued that the position of the Site Plan Review Committee (SPRC) is that the type 6 buffer which requires seven trees, 70 shrubs and 70 ground covers per 100' linear feet with staggered planting, should be adopted by the Board as it has worked well in other applications. SPRC staff strongly objects to the use of non-permanent irrigation and believes that this will lead to future land use issues and the Homeowners' Association (HOA) would be tasked with doing the irrigation. Mr. Spraker stated the buffer should not be clustered in a 20-foot buffer depth but rather staggered over the 50-foot buffer area in order to allow for proper tree growth and spacing.

Mr. Spraker discussed issue 4, the setback plan. Mr. Spraker stated that the applicant proposed a setback plan and staff provided an analysis in the staff report. Mr. Spraker reviewed the setbacks proposed by the applicant and the recommendations of the SPRC. Staff does support the front porch setbacks, as they have been successful in Chelsea Place.

Mr. Spraker discussed issue 5, Sheet PD6 note on the lot separation. Mr. Spraker explained that the note allowed variation on the buffer width. Staff recommends that the note be amended to state that the 50' buffer abutting the Tomoka Oaks existing residential lots and areas called out as natural preservation shown on the site plan. The natural preservation area shall not be modified and shall always be vegetative areas (Option 24 in the staff report). Mr. Spraker stated the language within the development order becomes a contract and when they go to construction that is what needs to be presented in the preliminary plat.

Mr. Spraker discussed issue 6, the traffic. The applicant performed a detailed Traffic Impact Analysis (TIA). City staff had the TIA reviewed by the traffic consultants, Traffic Engineering Data Solutions (TEDS) employed by the city. After requests from citizens at the February neighborhood meeting, the applicant updated the TIA traffic counts to get current counts. The TIA concluded that 96 percent of the project trips used Tomoka Oaks Boulevard and 4 percent used Iroquois Trail for external access. He added that the traffic study found that a traffic signal is warranted at Tomoka Oaks Boulevard and Nova Road. Mr. Spraker stated that the TIA concluded that all local intersections operate at a Level of Service "A" or "B", where the adopted Level of Service is a "D". A proportionate fair share calculation was drafted, which is where state law allows them to contribute their fair share for whatever traffic impacts they have. Mr. Spraker referenced another traffic issue that is part of the SPRC review, the intersection of St. Andrews Drive and Tomoka Oaks Boulevard. The intersection is awkward and does not function well. Mr. Spraker stated staff believed that the applicant should bear some responsibility in the reconfiguration, perhaps through a joint partnership through the impact fee credits.

Mr. Spraker stated that comments were received from residents in that they desire sidewalks on both sides of Tomoka Oaks Boulevard, where the applicant only proposed a sidewalk on one side.

Mr. Spraker discussed issue 7, recreation areas. The development order seeks to provide all outdoor recreational areas with no indoor recreation provided. The project has proposed 9 acres of recreational areas, with final details to occur with the preliminary plat.

Mr. Spraker discussed issue 8, environmental analysis. Mr. Spraker states Ayden Environmental submitted site assessment reports and a Soils Management Plan to the Florida Department of Environmental Protection (FDEP), where all work will be managed by them with the oversight of the FDEP. The FDEP approved the site assessment reports and Soils Management Plan in a letter dated November 16, 2022. Mr. Spraker stated that there are no wetlands on the site and it is not in a designated floodplain, and added that any gopher tortoises onsite will be reviewed at the preliminary plat.

Mr. Spraker stated that the applicant has applied for a R-2 Zoning Map application, separate of the PRD, with the intent that if the PRD is not approved, it would be necessary to ensure that they have zoning. He reiterated that the R-2 zoning allows 100' wide lots with a 10,000 square-foot lot area minimum. The setbacks are 30' in the front yard, with the building coverage at 35 percent. Mr. Spraker stated Planned Developments have additional requirements on the natural preservation, requiring 20 percent whereas the Land Development Code (LDC) requires 15 percent. Mr. Spraker continued that the applicant is proposing a 50' buffer within the Planned Development, when only 6' is required under the R-2 zoning guidelines. Mr. Spraker detailed that the R-2 zoning district does not require a perimeter setback, where the Planned Development requires a 40' perimeter setback. The Planned Development site plan includes 9 acres of recreational area and there is no recreation requirement in R-2 zoning.

Mr. Spraker reviewed the correspondence received throughout the proposed project and advised that a city webpage is maintained that shows each project submittal site plan, in which the information and documents were also enclosed in the Planning Board packet. He explained that concerns received included the topics of lot sizes, lot compatibility, stormwater, buffer widths, impacts to the existing wildlife, and traffic. The correspondence received were included in the packet.

Mr. Spraker explained that when reviewing the PRD criteria, the Planning Board should take into consideration: (1) the application submittal, (2) staff report and SPRC comments, (3) written correspondence provided, (4) criteria of the LDC contained within the staff report, and (5) testimony provided at the Planning Board public hearing. He stated that staff recommends denial of the proposed site plan for the issuance of a development order. He continued that there are items that the applicant can do that would change the recommendation including larger lot sizes, adjusting the buffer in terms of the plantings and irrigation, revisions to the setback plan, participation in the diamond intersection with a diamond reconfiguration

requirement at the construction (preliminary plat) phase of the development, and sidewalk additions be on both sides of Tomoka Oaks Boulevard.

Mr. Spraker concluded with thanking Calvary Christian Center with allowing use of their facility for the public hearing, and reminded everyone that there were comment cards in the back for those wishing to speak on the item.

Board Discussion and Questions

Mr. Jorczak asked for clarification of the statement in the Board packet, specifying that denial of the application may lead to the movement of the R-2 Single-Family Low-Density Zoning Map Amendment to provide the property a zoning designation. Mr. Spraker replied that the property is required by state law to have a zoning. If unable to work through the Planned Residential Development (PRD) process, the property is required to have a zoning designation. Mr. Spraker states the applicant has submitted an application to amend to R-2 which allows single-family lots as an allowed use. Under the R-2 zoning, as long as the application meets the criteria in the LDC, there is nothing that the SPRC can do to deny the application. Mr. Spraker continued that they would be required to have 100' wide lots and 10,000 square feet lot sizes, and have to have stormwater and utilities, and 15 percent natural preservation.

Mr. Scudiero asked Mr. Spraker for clarification based on the 147 acres, what the number of single-family homes would be to fall under the second scenario. Mr. Spraker answered that a site plan is required to calculate the number. It has not been submitted to city staff.

Ms. Shull inquired about the 100' wide lots and if that would be throughout the entire proposed property under the R-2 zoning. Mr. Spraker confirmed yes, but commented that there are certain things that staff cannot require such as increased buffers and recreation. The entire basis of the application is the trade of the increased buffers and the natural area for smaller lots in size.

Chairman Thomas disclosed that he met with the attorney for the applicants, Mr. Rob Merrell, Esquire, Cobb Cole Attorneys at Law, at City Hall on July 12, 2023 to discuss the item.

Applicant's Presentation

Mr. Rob Merrell, Esquire, Cobb Cole Attorneys at Law, 2049 S. Ridgewood Avenue, Daytona Beach, and Representative of the developers, thanked the Planning Board and staff for their time. He reiterated the choices that are before the Board, adding the possibility of a custom choice option, if they so desire. He delivered a summary of the project and overview of the rezoning criteria in a PowerPoint presentation, including explanation of the experts testifying about the project and their qualifications.

Mr. Merrell stated that the applicants purchased the property approximately three years ago. Two neighborhood meetings were held as well as other smaller meetings with the HOA and others. He concluded that several revisions have been made to the plan in which Mr. Dwight Durant, Zev Cohen & Associates, will detail.

Mr. Dwight Durant, Zev Cohen & Associates, 300 Interchange Boulevard, stated that the overall plan is for 276 units on 147 acres, where the holding capacity density analysis allows 800 units. He reviewed the site plan and open space plan and explained the benefits of the design, including the water distribution system, versus the golf course fertilizer effects. Mr. Durant continued with details on emergency access. He added that the minimum size lot, surrounding the perimeter of the site is 80' wide by 120' long, which allows additional space between the homes. He continued with information on the lot range widths from 50' to 80', the maintenance plan for the 50' buffer, and the proposed density of 1.87 units per acre. Mr. Durant explained that the open space plan exceeds the LDC standards on preservation areas and that 53 percent of the site is dedicated to landscape buffers, open space, stormwater management systems, and recreation areas. Mr. Durant added that he took the Oath.

Mr. Merrell continued with his presentation and added that he did not take the Oath. He explained the architectural standards of the proposed project, commenting that the neighbors want quality and diversity, similar to what Tomoka Oaks currently has, and that is what is being proposed with the variety of architectural plans.

Mr. Jake Stehr, Zev Cohen & Associates, 300 Interchange Boulevard, began with advising the Board that he took the Oath. He stated that the proposed property 50' landscape buffer is approximately three miles in length. In reference to the buffers, he described the proposed landscape and irrigation plan and remarked that the project requires a six (6') foot landscape buffer which requires two shade trees, 20 shrubs and 20 ground cover per 100 linear feet, and the applicants are proposing seven (7) trees, 30 shrubs and 30 ground cover per 100 linear feet.

Mr. Donald Spence, President and Owner, Native Florida Landscapes, LLC, stated that he is also a Board Certified Master Arborist and Ph.D. of Plant Pathology, University of Florida. Dr. Spence explained that he assisted with performing the tree survey and with the proposed buffer layout design, keeping it as similar to the existing buffer as possible. The layout is designed for a native, drought-tolerant species, that will not need irrigation after establishment.

Mr. Durant reviewed the criteria met in the LDC standards and the compliance of them.

Mr. Mark Karet, Director of Planning and Landscape Architecture, Zev Cohen & Associates, 300 Interchange Boulevard, stated that he took the Oath. He added that he has 35 years of experience in both the public and private sectors, has his Master's Degree in Urban and Regional Planning from the University of Florida, and is also a member of the American Institute of Certified Planners (AICP). Mr. Karet spoke on the project's conformance with the LDC standards and consistency with the Comprehensive Plan. He commented that LDC, Section 2-35(b), deals with more intense uses, such as townhomes and apartment districts, versus what is being presented in the application. He referenced the concern of 'crowding' and noted that the density is less than one half of what is permitted under the Future Land Use designation. The open space and buffers create slight crowding, although more than 50 percent of the site is open space. Mr. Karet added that the property falls in the "Low Density Residential" Future Land Use designation and the proposal aligns with

the land use and LDC, and the application aligns with the goals, policies of the city, supports infill development, and adheres to the intended use of the property.

Mr. Durant explained that the last criteria is on trees and that Mr. Bill Ray, AICP, and Mr. Jeff Flairty, P.E., Environmental and Planning Consultant and Presidents, Ray and Associates, are in attendance for any questions. He concluded that there are no wetlands onsite, and that an Environmental Analysis was performed.

Mr. Michael Hotaling, MAI, Managing Partner, Moody Williams Appraisal Group, 1300 Riverplace Boulevard, Suite 640, Jacksonville, stated that he took the Oath. He continued that he was asked to analyze the home sales as to whether the golf course lots sold for more than the non-golf course lots. Mr. Hotaling advised that he looked through two sets of data from 2021 to current and 2016-2018, and found the only substantial price difference was in the size of the homes. Golf course fronting lots tend to have larger homes, according to Mr. Hotaling, and he found that the gross sales price tends to be higher, but the price per square foot turns out to be lower. He advised that he also analyzed the potential impact of the Planned Development on the existing homes and explained that there has been a paradigm shift in how subdivisions are developed in regulation and the local demand. Smaller lots are being sought after, with smaller yards to mow. The same size house is wanted but with less yard to maintain. More compact neighborhoods with walkability, underground utilities and community amenities are desired. Mr. Hotaling continued that essentially with golf courses, there is a stigma associated, and people pay less for the homes on the golf course because the golf course is closed.

Mr. Sans Lassiter, P.E., President, LTG Engineering and Planning, 1450 West Granada Boulevard, stated that he took the Oath. He stated that he has his Master's Degree in Transportation of Engineering from the University of Florida, and has 45 years of experience. Mr. Lassiter delivered explanation of the traffic analysis, including the warrant for a traffic signal at Tomoka Oaks Boulevard and Nova Road. The development will be going through the proportionate fair share process, with the stacking information and traffic access improvements presented.

Mr. Merrell continued with describing the 9th criteria regarding material and architectural features and standards, which is part of the negotiating process as part of the custom zoning, Planned Residential Development (PRD). He explained the difference from 'by the book' straight zoning. Mr. Merrell commented that the final, 10th criteria is happening now with the expert-testimonies.

Tomoka Oaks HOA Presentation

Mr. Dennis Bayer, Esquire, 109 6th Street, Flagler Beach, legal counsel of the Tomoka Oaks HOA, introduced himself with 35 years of experience in land use and zoning and resides in Ormond-by-the-Sea. He added that he has worked on golf course conversion cases. He stated that buffers, location of lot sizes, and compatibility with lot sizes requires flexibility. Mr. Bayer stated that he has met with the developers, consultants, and staff, and expressed his concerns with size of the significantly smaller lots, traffic and infrastructure. He commented that the HOA supports staff's recommendation.

Mr. Thomas Harowski, Certified Planner and Tomoka Oaks resident, 97 N. St. Andrews Drive, stated that he did take the Oath, and has a Master's Degree in City and Regional Planning, and is a member of the American Institute of Certified Planners (AICP), with 50 years' experience in the field. Mr. Harowski continued that he submitted an analysis of the proposed plan and spoke on compatibility between the proposed project and the neighborhood, traffic concerns, and residential design standards. He suggested the proposed project would be the first thing that people see when they go into the community and will be a defining element to the extent that the new homes will give a different impression of the neighborhood which will change Tomoka Oaks and the existing community. He reiterated the plan for bigger houses on smaller lots. The new houses will be more massive in appearance than the most exceptional in size in Tomoka Oaks now. Mr. Harowski expressed his concerns with the design of the proposed houses on the 50'-wide lot homes with the garages all protruding forward. He added that when going down the entrance street, you will see a continuous row of garages on both sides. He continued with 50'-wide lots on the project, they should be consistent. He explained that he has prepared quality alternative designs. Mr. Harowski noted that diversified design is the final element in the characteristic of Tomoka Oaks, and currently they have wood, brick, stucco and stone and the proposed neighborhood presents a more monolithic look, inconsistent with the current neighborhood. He commented on the design of the homes being repeated throughout the proposed development with 16 models throughout. Mr. Harowski referenced the traffic study and expressed his concern as well with the traffic that would come with the project, and stated that all agree a traffic signal is needed at Nova Road and Tomoka Oaks Boulevard, with an excess of 2,700 additional trips per day. He suggested that the applicant should be required to modify the study to reflect the upcoming changes to Nova Road proposed by the Florida Department of Transportation and an updated diamond intersection with an adequate turning radius. Mr. Harowski concluded with his concern about the sidewalks, with one sidewalk being proposed on only one side, commenting that there should be sidewalks for safety on both sides.

Mr. Spraker provided a reminder that anyone interested in speaking to the Planning Board would need to complete a comment card.

Chairman Thomas opened the public comments.

VI. PUBLIC COMMENTS

Each speaker is allowed three (3) minutes to address the Planning Board.

Audience Comments

Ms. Carolyn Davis, 46 Oakmont Circle, introduced herself as a resident of Tomoka Oaks and confirmed that she took the Oath. She commented that her name may be familiar from the staff report. She advised that she writes the Tomoka Oaks Times newsletter. Ms. Davis hired Attorney Brent Spain, Theriaque & Spain Law Firm, who submitted a letter of opinion citing case law, that a golf course property cannot be developed into residential homes. Ms Davis explained Mr. Spain's legal authority in that he received his J.D. from Florida State University (FSU), where he ranked #7 in his class of 214. She continued that his relevant areas of practice include land use and zoning law, land use litigation, and appellate advocacy. Ms. Davis clarified that her

prevention efforts are independent of the volunteer HOA mitigation efforts and expressed that she respects their efforts. She thanked *Jim, Dennis and Tom* for their presentations. Ms. Davis explained that she felt compelled to take a different path, based upon historical and legal records that would prevent development. She added that she noticed that the developers included their resumes and pictures, of ten professionals to lend credibility to their flawed application. She stated that it is important to let the Planning Board know that she has her own list of credible, seasoned professionals, a number higher than ten, it is the homeowners of Tomoka Oaks and the surrounding neighborhoods that purchased homes believing the golf course would always remain a green area within our neighborhood. She asked the homeowners to raise their hands until her speech was over. She stated that she wanted the Board to see the faces of her credible professionals. Ms. Davis advised that she will provide the City Commission hundreds of resumes and signed and return post cards of public opposition. She stated that Tomoka Oaks residents went to her house today as she was writing this speech to personally deliver their post cards. A realtor, Kathy, asked Ms. Davis to tell the Board that even she does not want the proposed project. Ms. Davis concluded that she agrees with the decision of the city staff and Mr. Spain that the Planning Board should recommend denial. Mr. Spain's opinion will continue to have significant relevance for the denying the R-2 application as well.

Ms. Stephanie A. Cox, 1526 Agatha Drive, Deltona, stated that she did not take the Oath but solemnly swears. She continued that she is a resident of Volusia County and is a licensed real estate broker for over 33 years. She explained that she plans to move to Ormond Beach to be closer to her 4-registered voting children. Ms. Cox expressed that she is tired of the growth, traffic, problems with the schools and infrastructure in the city, as well as the traffic that will come if this development is approved.

Mr. Len Gaspary, 7 Oakmont Circle, stated that he lives on the Tomoka Oaks golf course. He elaborated on his career as a home builder in Volusia County, including homes in Tomoka Oaks. He built four houses on the golf course, as well as four to five houses off of the golf course in Tomoka Oaks. Mr. Gaspary commented that when he was new to the neighborhood, the golf course lots were substantially more expensive then off of the golf course lots, and he chose to live at his home based on the fact that it was on the golf course. He added that 36 years ago, he paid a premium for the lot. Mr. Gaspary continued that at one time you had to get your home plans approved by an architectural review board and had to be administered by the people who developed the Trails subdivision to ensure it would fit in with the community. Mr. Gaspary expressed his feelings about if the golf course is closed, it will impact the value of the homes and lots. He feels that there must be a way to mitigate the loss and value of his house, as it changes the complete character of the community by adding 276 lots, which will add almost 800 people when all is said and done. He confirmed that he took the Oath.

Mr. Jeff Boyle, 614 N. Halifax Drive, stated that he is duly sworn and commented on the proposal having consistency issues. Comprehensive Land Use Planning, Goal 2, says that the development must be compatible with nearby homes, lot sizes and density. Policy 1.1.3. - prohibits altering the neighborhood character by squeezing a new subdivision inside an existing subdivision. Policy 2.1.1. - this project allows unsafe traffic flow, with more than 2,700 daily trips. Policy 2.4.6 - protects the environment from excessive tree removals, too much impervious surface and

stormwater that overflows into the Tomoka River. Policy 1.6.4. - states, preserve natural open space in urban areas, do not eliminate 148 acres of that open space. He continued, in the Land Development Code, Section 1-15, prohibits depreciation of adjacent property values and undue crowding. Section 2-35, requires a PRD to provide an indoor recreation amenity that is missing and substantial community benefits that justify code waivers and exemptions sought by the applicant. Mr. Boyle added that legal questions cloud this golf course conversion, early Tomoka Oaks documents promised a golf course "in perpetuity".

Mr. Boyle stated on October 3, 2006, the City Commission granted a 122-unit Tomoka development order with the condition to preserve the golf course. Everyone was unanimous on the decision, including the City Commission, including the current Mayor and two preceding Mayors, the Planning Board, the Planning Director, city staff, and the applicant's attorney all recognized that it implied unwritten golf course protection existed. He continued that in 2014, the United States Court of Appeals, 11th judicial circuit, upheld unwritten implied golf course protections. It does not have to be in writing. Mr. Boyle advised Chairman Thomas, in case law precedent and in city land use codes, we believe that the Board has solid legal grounds to deny this proposed rezoning.

Ms. Denise White, 9 Fox Run Trail, advised that she lives in the Trails subdivision and thanked the Board for their time and efforts and listening to the residents. She expressed her concern with the development is health and safety of everybody. She understands developers rights and knows why they purchased the land, but explained that thousands are impacted by the development by 450' single-road for residents to get in and out of the neighborhood, and takes issues with the traffic analysis stating that only four percent of residents will be going through the Trails. Ms. White stated that the Trails has small two-lane narrow roads that are laden with medians and that she walks the wider roads on Tomoka Oaks Boulevard. She continued that last year the question was raised by Trails residents about overflow traffic. She commented that it will affect all of them. She asked when looking at the map, at the 450' road, how it is reasonable to expect that it is not affecting everybody's lives and health and safety.

Ms. Ashley Dufrene, 118 N. St. Andrews Drive, stated that in Section 1-15, Article II, Administration Enforcement of the Ormond Beach Land Development Code, it is the Planning Board and City Commissioners' duty to ensure that the proposed use will not substantially or permanently depreciate the values of the surrounding property; create a nuisance; or deprive the adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood on the adjoining properties. Ms. Dufrene advised the Board that the current plan in front of them does everything that a proposed use should not. She said that her and her husband purchased their home in 2015 with the vision of raising their family there as generations did before them. They were looking for peace and tranquility being that they lived in major cities (Orlando, Miami, Atlanta and Washington D.C.) prior to settling in Ormond Beach. Ms. Dufrene continued that they were done with big-city-living and fell in love with Tomoka Oaks as they drove down the road and complete strangers would wave 'hello'. She explained that she felt that they were 'home'. She described that as they walked into the open house they were greeted with windows aligning the back of the home to see what they imagined 'old Florida' looked like with beautiful live oak trees lining what was the second fairway of the Tomoka Oaks

Golf Course. It was beauty that they had not seen in so many years living in congested neighborhoods and concrete jungles for all of their lives. They chose to buy the house even at the top of their price-range. Ms. Dufrene stated that they looked at a house on Rio Pinar that was $50,000 less but knew that the Tomoka Oaks home's view of the golf course was worth the extra expense. She added that eight years later, what was once their peace and tranquility as they are expecting their first child, will be destroyed by a wall of homes lining the back of their house, fifty feet from the edge of their pool. She elaborated that the new homes will block their sunrise-view and be replaced with concrete walls that are everywhere you turn nowadays. The wall of homes will not be finalized for years to come, and for the next 5+ years there will be a construction zone surrounding the beautiful land including their sleeping baby. She commented that hammering, pounding, and dust will circulate as they try to enjoy their haven of peace and privacy. Ms. Dufrene concluded that the proposed use must "not create a nuisance; or deprive adjoining properties of adequate light and air; create excess noise, odor, glare, or visual impacts on the neighborhood and adjoining properties." She closed in saying that she hopes that she illustrated that the plan will do everything that it should not. Ms. Dufrene confirmed that she took the oath.

Ms. Michelle C. Zirkelbach, 328 River Bluff Drive, expressed that she cares deeply and passionately about the home as her and her husband built the home and raised their children there. She added that she cares about her neighbors and neighborhood and cares about the City of Ormond Beach. She continued that the proposed development affects everybody as every resident travels on one of the major thoroughfares in the city. Ms. Zirkelbach stated that Ormond has grown extensively since she moved here in 1989 and she realized that a guiding force in the development is the Comprehensive Plan. She continued that the Comprehensive Plan establishes a community's policies and priorities regarding future development while aiming to preserve the environmental features and community character. She remarked that community character is something that Tomoka Oaks has in spades. The compatibility with existing character is something the developer wants the residents to believe is true. She continued that combability is just a buzzword to her at this point. Ms. Zirkelbach stated that the neighborhood is full of individual architectural design an abundance of majestic trees and established homes. She continued expressing her confusion with the applicants' claims that the proposed 50' wide, 60' wide and the 80' wide lots were compatible with the existing 100'+ lots they currently enjoy throughout Tomoka Oaks. Ms. Zirkelbach stated that her and the other residents are confused about the traffic studies. She apprised the Board that she was a former math teacher and is aware that people can make numbers say whatever they want them to, resulting in all Ormond Beach residents suffering the consequences of the traffic. Ms. Zirkelbach commented that she has been reading and studying a lot about the matter at hand and is reminded of when she studied contracts when getting her real estate license in 2004. She remarked that she never had a buyer ask her to find them a house on a 50', 60' or 80'-wide lot. She continued that they are being faced with the developers maximizing profits per acre. Ms. Zirkelbach concluded that all of the residents that raised their hands signed a contract to buy a home in a golf course community or on a golf course. She expressed lack of care about the expert that said that the home values will go up, if her quality of life goes down.

Ms. Ellen L. Cook, 1 Tomoka Oaks Boulevard, Escondido Condominiums, expressed her concern with the traffic, with her condominium building facing Nova Road. She

stated that the only thing that will not prevent anything is if the proposed development will not be built. She elaborated on the traffic that is seen stacked up and said that it is due to the railroad. She said that it does not matter how many cars are coming or going, that everyone has to stop at the railroad track. Ms. Cook remarked that putting up another traffic signal on Tomoka Oaks Boulevard is not going to matter if the railroad is closed and nobody can pass and turn left onto Nova Road or from Nova Road on to Tomoka Oaks Boulevard as everything comes to a halt. A railroad signal will not be in sync with the traffic signal, she said, and added that there will be accidents. Ms. Cook concluded that only the residents in Escondido and Tomoka Oaks know what goes on there and suggested that they pay attention because it is going to be a big issue.

Ms. Adele Shaw, 1 Tomoka Oaks Boulevard, stated that she took the Oath and lives in the Escondido Condominiums and is also concerned about the traffic. She continued that when she sees the word Reserve in the words Tomoka Reserve, she thinks of nature. Ms. Shaw that the city could have purchased the former golf course. Ms. Shaw expressed her dissatisfaction with the project and lack of natural preservation and recreation in it.

Mr. Tom Fitzgibbon, 51 S. St. Andrews Drive, stated that he lives in Tomoka Oaks and is a member of their HOA Board. Mr. Fitzgibbon confirmed he took the Oath. He expressed his concern with the traffic, stating that the new houses will add 600 vehicles or more and more than 2,700 daily trips at a minimum. The development traffic will block Escondido going in. He continued that turning left from Tomoka Oaks Boulevard onto Nova Road is already dangerous, and commented that there will be twice the amount of cars and trucks will make it worse. Mr. Fitzgibbon remarked that the traffic light may take up to two years to install. He continued that the Granada Boulevard, Main Trail-intersection, where LTG is predicting that after the development is built there, that only 18 more cars in the AM peak hour will exit onto Granada Boulevard, and referenced the part of the report that detailed that there will be 600 more vehicles where many will exit through the Trails to Granada Boulevard to Walmart, Lowes and other locations. Taking the Trails route versus Nova Road is about the same travel time. Mr. Fitzgibbon stated that he takes the route through the Trails as it is a nicer route. He expressed his concern with the data and methodology of LTG traffic study. He stated that residents could not hire a traffic expert because no local traffic agencies approved of the development. Mr. Fitzgibbon explained that none of the narrow roads have sidewalks and puts the residents and kids in danger. The Public Works Department has promised to put in speed tables on Tomoka Oaks Boulevard based on a speeding problem that radars, signs and patrols cannot fix. He commented that four houses down from his house, a female pedestrian was killed by a driver. He stated that he saw a city inspector also almost get hit by a speeding car as well as large delivery trucks that speed blindly around cars, clipping overhead wires and trees. Mr. Fitzgibbon asked the Planning Board and City Commissioners to finish the street work before house construction and to plan the possible development correctly to limit injuries and deaths.

Ms. Denise Corley, 51 S. St. Andrews Drive, stated that she took the Oath, opposes the development and spoke on her topics of compatibility and soil. She continued that the 100'-wide lots create spacious feel along with 13 islands. She added that the proposal looks urbanized with 50', 60', 80'-wide lots covering 50 percent of the land and is incompatible. The proposal tells the fact that centrally located smaller homes

are appropriately screened from the existing neighborhood and she continued that it points to the fact that village-homes on 50'-wide lots are less compatible. Ms. Corley continued that the center cavity is not diverse and the area in the north corridor is spacious, larger and upscale, and expressed that the plans for diversity are sketchy. She asked if there are assurances that the houses will be private homes or if it is a corporate rental housing development, and asked if it would be good for Ormond Beach. Ms. Corley remarked that calling the golf course an infill makes it sound as though it is the ghetto in an urban city. She expressed concerns about the soil and asked the Board to take a close reading of the environmental report where it points to several remediation steps that need to be performed for the soil clean up target levels to be met with standards for residential housing. She asked if it can be trusted that the steps will be followed in accordance to the law and if the soil will continue with unacceptable levels of harmful chemicals, be removed offsite or mixed with the other soil. Ms. Corley suggested that the recommendation that the soil will be transported and piled on open space in amenity areas of the proposal is of no comfort to the existing residents. She expressed her concerns with the fertilizers, poisons, animal feces, petroleum products, rubbish in the drainage ponds as well as the airborne toxins released by moving soil as discomforting as well. She touched on the berms, and stormwater drainage ponds on the perimeter of the proposal and those abutting the 50' buffer of the Tomoka Oaks residents, and mentioned that she hopes the berm is not toxic soil piled up behind the homes. Ms. Corley continued that the swales, ditches and dry ponds proposed are known to be mosquito habitats and that Tomoka Oaks residents utilize ground stormwater pipes. She urged that the Board vote no on the proposal.

Ms. Jane Eddy, 306 River Bluff Drive, stated that she took the Oath and read a letter from another Tomoka Oaks resident, Ms. Julie Frebis, who was unable to attend. "I would like to utilize my time this evening to discuss the overall development occurring in the City of Ormond Beach and the lack of critical infrastructure our city currently has to accommodate the needs of its citizens. I recently had to take my mother to the emergency room. She was suffering with a heart condition that without timely treatment could have easily led to a stroke. We went into the ER around noon and waited five hours for a room. Once in the room, we waited another three hours before we saw a doctor. The doctor ordered medication and due to a lack of staff, she was not given the medication until I called a high-level contact at the hospital to get extra attention. Once I called my contact, she was given the medication about 45 minutes later or almost nine hours since arriving at the ER. This concerns me a great deal. What if her condition was worse and she had a stroke? What about our citizens that do not have someone to call? How many of our current citizens are suffering severe medical consequences due to the lack of critical care infrastructure? What about the families when they need care? This is not the hospital's fault. They are working at break-neck speed to expand their services. This is simply due to having too many people move to our town in too short of a time period. It is time to step on the brake pedals. I work as the employee benefits director for a large company in the area and am acutely aware of the lack of other medical providers in our community. You need to be aware that there is a critical shortage of primary care physicians in the area. Most in our community have to wait up to six months to book a new patient appointment with a primary care provider. Also to my knowledge we only have one provider in all of East Florida that serves the under privileged or maternity care. My question to you is what is more important? Additional tax revenue for the city, and

allowing developers to build to the maximum, or the well-being of the Ormond Beach current residents? The right answer is the well-being of our current residents."

Mr. Scott Ryals, 24 Tomoka Oaks Boulevard, stated that prior to his current address he lived at 66 N. St. Andrews Drive. He stated that he had a decision to make when he saw the problems back in 2006/2008. He commented that it was a very difficult decision to put in 122 units on a golf course he played since 1970. He added that he has been in the neighborhood for 50 years. Mr. Ryals said that he knows every chemical that was put on the golf course before and got his first job there. He elaborated on his familiarity with the golf course and club house. He stated if we let a piece of our city do what's happening, to me and my family, you won't think to highly of Ormond Beach. Mr. Ryals stated that he still lives in Tomoka Oaks and he loves it. Mr. Ryals stated that he knows how mitigation takes place with numbers, and how individual freedoms are taken away over time. He stated that he was the one who stated if anything was done to the golf course property that it would remain a golf course. Mr. Ryals commented that he beat his head night and day on how he can do it. He said that they could only put in 122 units with the 2006 development and did not want to make $150 million off the development. They did not want to impact the traffic. He concluded that he hopes his perspective is understood and that he enjoys Tomoka Oaks and plans on staying there. Chairman Thomas commented that Mr. Ryals had taken the Oath.

Mr. Peter Tupas, 332 River Bluff Drive, confirmed he took the Oath. He stated that he has been a resident of Tomoka Oaks for 27 years and has been a real estate broker for 30 years. He disagrees with comment made about the golf course depreciating the value of the homes on it. He added that a lot of people paid a lot of money because the houses are on the golf course. Mr. Tupas commented on the two-lane access on Nova Road and two-lane access going from Main Trail, and adding 600 cars with rush hour, people will be stacked up. Mr. Tupas stated in the real estate business, anything behind houses impacts there value. He remarked that the traffic light may assist getting people on the road but that the access through Tomoka Oaks will be jammed up getting to the traffic light.

Mr. Ned and Lauren Huhta, 30 Pine Valley Circle, introduced himself and his daughter, and stated that he took the Oath and is a second-generation resident. He explained that he lives in a custom built home and is like none other in the neighborhood. He added that he supports the city staff denial and encourages the Board to do so. Mr. Huhta commented on his support of the Tomoka Oaks residents and remarked that the high traffic levels will be a nuisance to all who travel through the area, and believes that it promotes a lower quality of life. He suggests the applicant provide all of the funding for the configuration of the entry area if approved. He requested that if reuse water for irrigation is provided to the project, then re-use water should be provided to existing Tomoka Oaks residents. Miss Huhta confirmed that they took the Oath.

Mr. Richard Goldhair, 21 Cherokee Trail, advised that he took the Oath. He stated he desired to talk about the construction traffic that will likely last three to five years, as well as weekends on Saturdays 7:00 a.m. to 7:00 p.m. He expressed his hope that the 18-wheelers will not be allowed. If they cannot use the Tomoka Oaks entrance, will there be overflow on the two Main Trail entrances, Nova Road and Granada Boulevard. Mr. Goldhair referenced traffic, including large delivery vehicles

contending with pedestrians, skateboarders and bicyclists at the choke point off of Nova Road with the public shopping center on one side and community center on the other side with the possibility of a catastrophic situation. He continued that trucks accessing Granada Boulevard that get to Rio Pinar and Iroquois to get to the new construction site, they will have to go over the Misners Branch bridge. He expressed concern if the bridge can take the excess weight of the construction trucks and increased traffic. He questioned how the proposed project will affect real estate values and insurance premiums.

Ms. Barbara Handsman Doliner, 108 S. St. Andrews Drive, stated that she took the Oath. She explained that her family has had a thumbprint in Volusia County for 83 years and she has been a resident of the Trails and Tomoka Oaks for 35 years. She added that she raised her children there and that they are all registered voters. Ms. Doliner stated that she has been a professional volunteer in the community for 35 years and expressed appreciation to the Planning Board for volunteering. She thanked the residents for working diligently to maintain the neighborhood. She commented that she does not understand why the proposed project and the people behind the project, are so resistant to what the community has to say. Ms. Doliner stated and repeated, that it does not fit the community. She suggested building it in Miami or elsewhere and not in Tomoka Oaks where they do not want 'cookie-cutter' homes. She added that they do not care if gates or sidewalks are included in the proposal, and concluded that the shoe does not fit and this Cinderella will never have the shoe fit, no matter what way it is packaged. It does not fit. Ms. Doliner reiterated the suggestion for 100'-wide lot executive homes with 120 units. At $700,000 per home, she asked if that was enough money to make, what is the issue here. Ms. Doliner concluded that no consideration was given to increasing police, EMTs and Firefighters. She understands the shortage of doctors, the overcrowded hospitals and the going rate of over 7 hours at the emergency department. The shoe simply doesn't fit.

Mr. James Cameron, 39 Laurel Oaks Circle, stated solemnly swore that all of his comments are true in nature. He stated that he in support of the application and has worked with a local pro-business group for a number of years and has worked with the Volusia County Association for Responsible Development. He expressed the importance of all finding a happy medium that everybody can agree to and said that he talked with Planning Board members as well as with people in opposition to the issue. Mr. Cameron pointed out that he has heard a lot of people say that they have a lot of confidence in Planning staff. He concluded that he hopes a custom zoning can be agreed upon between all parties.

Mr. Renny Herrero, 111 N. St. Andrews Drive, stated that he took the Oath. He stated that he has lived in the community his entire life and is part of six generations. His grandfather was born in New Smyrna in 1918 and installed a love for surfing and golf in him. Mr. Herrero continued that he and his wife married and were excited with the expectation of being near a golf course and has played golf in Tomoka Oaks since the 1980s. He commented that he has played almost every golf course around the community and referenced the statements about 21 different golf courses within 20 miles and another questionable comment on four municipal golf courses, and remarked he did not think that it was factual information. Mr. Herrero stated that he can think of about seven golf courses within 20 miles as well as two municipal golf courses and delivered additional information on the popularity of golf courses and

educational opportunities in reviving ones that are run down. He referenced one in Atlanta where businessmen put their ideas together and put together a plan for educational opportunities for a rebuild. Mr. Herrero commented that golf is still popular and there are 60-80 people out on the LPGA Golf Course swinging a club daily even in the summer heat. He remarked that it is outside and beautiful. He added that the idea to relaunch Tomoka Oaks as a standalone 18-hole course without financial support is not financially sound. Mr. Herrero suggested considering other proposals that would keep the golf course. He concluded that the community could be behind the concept of a use that included the golf course in the redevelopment. Mr. Herrero stated to approve this plan is to settle for lack of possibilities and ideas. We can do better.

Ms. Caroline Herrero, 111 N. St. Andrews Drive, stated that she took the Oath. She stated she lived and grew up in Tomoka Oaks, and enjoyed being outside there in its beauty, ran and rode her bike there. She added that now one of her favorite parts of her daily routine is sharing it with her grandmother when they go on their evening walks. She added that they have noticed the growth of Ormond Beach and how it has changed the experience of living here. Miss Herrero continued that the Developer's Economic Impact Study states that all traffic is engineered to go Nova Road via Tomoka Oaks Boulevard with it being said that there are other alternatives and that they are longer. She clarified that if you exit the neighborhood onto Nova Road to get to Granada Boulevard where the traffic light and Main Trail connect, which is the other exit, it measures approximately two miles even and if you take the short cut through the Trails it measures 1.9 miles to get to the same intersection. She commented that it is already tricky for pedestrians and cyclists on the streets and pleaded with the Board not to approve the proposed project with this density.

8:30 p.m. Chairman Thomas announced an 8-minute break.

Mr. Adam Kipi, 52 Pine Valley Circle, stated that he took the Oath. He stated that he does environmental remediation and litigation for a living and spoke on the environmental report and asked the question of if they are going to dig 2' and then fill it in with clean fill straight over the top with the problem of going 2' just straight over the fairways because it is only affecting the fairways. He suggested that there would be other drainage issues. Mr. Kipi commented on the proposed homes and retention areas, suggesting that there will still be sloping, topography and grading issues. He touched on the traffic light and remarked that it will be an issue. He added that unless the main entrance is widened to Nova Road that they will be backed up, even with a roundabout. Mr. Kipi referenced the applicants PRD and then the addition of a part two, and added that when he moved here in 2021 he noticed on google maps still had Tomoka Oaks displaying a golf course and noticed in pictures that it had been neglected for years and had the thought that if it were to come up for sale that the residents can buy it and make it a golf course again. He suggested commercially, to take it back to a golf course and sign a Rehabilitation Completion Order. He referenced Tomoka Oaks as being a community built around a golf course and to possibly sell it to the city, stating that nobody wants the proposal or houses to be right up to the back of their fences. He suggested to go build off of Airport Road in undeveloped land. He expressed that he feels that it is going to look ridiculous and that it is going to be a nightmare.

Mr. Tyler Brown, 90 N. St. Andrews Drive, stated that he took the Oath. He expressed concern with the compatibility with Tomoka Reserve and Tomoka Oaks. He stated the applicant states the density is 1.87 units per acre for the Tomoka Reserve project and 2.09 for the Tomoka Oaks subdivision. He stated he questions these numbers. Mr. Brown stated when looking at the Volusia County Property Appraiser's (VCPA) Website, there are 547 lots in Tomoka Oaks with a land area of 282.85 acres, which he calculated at 1.93 units per acre and not 2.09 units per acre,. He commented that the number does not include roads or the islands in Tomoka Oaks and he did not have access to that specific data on the VCPA website. Mr. Brown remarked that it is the addition of 148 acres of the golf course that Tomoka Oaks was built around that was the core of the neighborhood. The number for Tomoka Oaks drops to 1.27 units per acre, lower than their proposed development, according to Mr. Brown. He then referenced the newspaper article out this morning that stated the number is closer to 1.003 units per acre at 547 homes and 545 acres. Mr. Brown commended city staff for their observation of the project and concluded that with the concerns raised by residents, the city might want to clarify the units per acre issue, and more, prior to when the Planning Board reviews any recommendation one way or another.

Ms. Missy Herrero, 111 N. St. Andrews Drive, asked if Mr. Cameron, who expressed that he was in favor of the development, was a paid witness and if so, should he have identified himself as a paid consultant?

Attorney Hayes replied that there is no evidence of Ms. Herrero's inquiry.

Chairman Thomas added that there is no proof that he was a paid witness.

Ms. Herrero stated that she has been a resident of Ormond Beach for 30 years and is a native Floridian. She commented that she is not against development and understands that they cannot fight it but we do have the power to shape it. Ms. Herrero stated that she heard from the Planning Board before that Ormond Beach residents do not want to share their sand in the sandbox with people moving to Florida. She shared her personal story about her parents illnesses with COVID in January and how she and members of her family work in the hospital, serving the community for decades. Ms. Herrero explained that they went to the hospital and both the hospital and the emergency department were full with no beds. She advised that she took her 87-year old father there for needed fluids and how they waited for eight hours in the hallway. She added that it is not the hospital or the nurses or doctors faults and that they are doing the best they can. She said that they left at midnight and that her father returned the next day by ambulance and he waited another eight hours in the hallway again. Ms. Herrero stated that they left and he continued to deteriorate, and attended an appointment via tele med and then had to return to the hospital for a third time via ambulance and was then admitted. She continued that his health deteriorated to a point that the family decided to go home on Hospice-care. Ms. Herrero reported that they did not have a Hospice nurse for five days because there was a shortage and he died three days later. Ms. Herrero explained that there is no structure for the existing residents and that this is what people are doing that are living and dying in the community today. She concluded that she hopes that the Board does not have the same experience that she did of the real life experience-data presented, and that she took the Oath and recommends denial of the plan.

Mr. Paul Hughes, 4 Lauren Court, stated that he took the Oath and expressed his concern with the missing logic, delivering history on his experience in the community in that he moved back to family here 30 years ago and bought into Tomoka Oaks Country Club and Golf Course, the greenspace, what the neighborhood offered to the kids with the opportunity to ride bikes and enjoy life. He continued that he supports all of the efforts for the greenspace and quality of life the golf course would offer by stopping the proposed development. Mr. Hughes commented that when it was up for sale he was late and offered to write a check for the 150 acres so that it would stop. He added that he thinks that there are enough people there that could come up with the money or use the city's money or other appropriate resources, including the university what would be interested in involvement to bringing it back to a greenspace, golf course, and avoid this. Mr. Hughes suggested if going through with this project design, there will be five to seven years construction with trucks that will exceed 24 tons, attempt to go over the bridge, which will limit the number of entrances into the neighborhood. He spoke on his traffic concerns, expressing his recommendation of denial, stating that there is no physical way to put 30 pounds of potatoes in a five-pound croker sac. Mr. Hughes concluded that it is too much for this community and that they bought what they bought, for the green space and what it was and have paid dearly for it.

Ms. Janice Rose, 21 Eagle Court, stated that she took the Oath and has lived on the golf course for 32 years. She asked for a provision in the Planned Development order that the Tomoka Reserve HOA is required to preserve and maintain the trees and the buffer around the development now and in the future. She continued that if they do not, the residents of Tomoka Oaks should have the right to sue. Ms. Rose commented that she may not have 30 years to see mature trees behind the property.

Ms. Leah Washington, 12 Oakmont Circle, stated that she took the Oath and that her and her family moved to Tomoka Oaks in September of 2020. She added that her husband is off serving his last tour in the military and they decided to settle down in Tomoka Oaks with their kids. She commented that they are going to call it home forever, the purpose of them not going with her husband during his last tour so that their kids can settle down and call their place 'home' in their forever home, in a place where they can grow up with kids and know the kids for longer than three years at a time. Ms. Washington stated that they live in a community that was advertised as a golf course community. She expressed that they are finding as time goes on that the peaceful community is not there anymore and is not going to exist. She explained how difficult it has been to find a pediatrician in the community going through three different pediatricians offices to get care and stay with her health insurance. She continued that specialty care for pediatrics does not exist in the community as they have had to travel to Lake Nona, Lake Mary and Orlando frequently for care. She added that they have gone through four different dental offices as well due to having to circulate insurance companies and not being able to sustain the patient load. They drop certain insurance companies in order to sustain a better count in their practices. Ms. Washington stated that all of this is happening without the development and asked what she is supposed to tell her kids when they cannot get a pediatrician or sick child appointment for three weeks, then in turn having to sit in the Emergency Room (ER) for six hours. She commented that it is negligible of the community to consider the proposed development. Ms. Washington concluded that the Florida Department of Transportation (FDOT) issued their study recently and quoted statistics that started

in 2011 that came after the area was zoned Residential in 2006. She mentioned rezoning of a particular pod of land, she thinks that changes would have had to occurred within the geographic area around the property which prevents the use of the property under its current zoning. She concluded that it seems that the community has proven that it is not possible to continue the residential zoned area and suggests denying the project all together.

Mr. Logan Pigliacampi, 31 S. St. Andrews Drive, stated that he took the Oath. He stated he lives on the golf course and attended today's meeting to witness what has been ongoing for a few years. He stated that he was born and raised here and that the golf course has been critical to his way of life. He continued that he goes to the University of Florida and feels our fundamentals of living, how we want to expand and conquer everything around us, and want to make it industrialized and improve everything, and how in part of that, the beautiful scenery is ruined. Mr. Pigliacampi mentioned that he recently took a trip across the United States and drove through approximately 23 states and noticed how the levels of air pollution and industrialized trucking and fracking contribute to asthma. He explained an experience that he had when he just cleaned his white car and then when going through Georgia, through a town that experienced something like this proposal, noticed his car was pitch black. Mr. Pigliacampi stated that these things affect him and the Tomoka Oaks residents. He concluded that he has to live the next 60-80 years with this world and issued a warning, pleading about industrializing the area. He remarked that the community needs the trees and not just the limited number of required ground cover. Mr. Pigliacampi urged the Board to vote no and said to think about long term consequences, including the lives of area residents, the wildlife, and impacts of construction.

Ms. Darla Widnall, 7 Shawnee Trail, stated that people have been trying to fight the development for two years. She commented that she heads up the people in the Trails that do not want any residential development on the golf course. She continued that the city spent $125,000 for a two-year survey for Parks and Recreation, where they came up with 10 items, greenspace, parks, and a golf course in Ormond Beach, to name a few. Ms. Widnall commented that she is not a golfer but that the Tomoka Oaks Golf Course was a beautiful one and feels that it still could be. She attended the FDOT meeting where there were experts and she elaborated on the proposed 276 homes in the middle of Tomoka Oaks, and west of Interstate 95 on Granada Boulevard where there will be 10,000 homes. Ms. Widnall stated that she advised them to change whatever they are doing to Nova Road because by 2045 due to the possibility of the 10,000 additional homes. She concluded that she did not take the Oath but swears to tell the truth.

Ms. Debbie Gatz, 32 N. St. Andrews Drive, stated that she took the Oath. She has been in Tomoka Oaks for 27 years. She inquired about the Planned Development buffer and existing trees. She added that due to living in Florida with storms, a lot of their trees have gone down. Ms. Gatz expressed concern with her existing buffer left with all of the 80' vines taking over her landscape. She encouraged the Board to look at the Planned Development to see what is in place for their HOA to take care of those buffers that have existing trees. Ms. Gatz thanked her neighbors and elaborated on her history in the area, living in the Trails prior to Tomoka Oaks. Her family walks a lot and when walking with others, people always refer to the diversity of the homes.

Ms. Beth Rabitaille, 22 Rio Pinar Trail, stated that she has lived there for 30 years and commented that the road is busy with drivers that speed down it. She questions how accurate the traffic report is. She concluded that she did not take the Oath but swears to it.

Tomoka Oaks HOA Rebuttal/Summary

Mr. Dennis Bayer, Esquire, 109 6th Street, Flagler Beach, legal counsel of the Tomoka Oaks HOA, requested that the Planning Board reflect upon what they heard tonight. When the developers were making their initial application they described this as infill. He continued that this is not infill, but instead the filling of greenspace with a residential development. He further explained that infill is where rundown houses and rundown neighborhoods are taken out and replaced with new development. Mr. Bayer reviewed the history of the property as a golf course since 1963. He commented that it is not a golf course now and it they do not get what they want with a PRD, it will not go straight zoning. He suggested reviewing the staff report and criteria and the issues that the developer needs to answer. Mr. Bayer asked how the buffer will be maintained five years from now when the vines take over all of the trees. Mr. Bayer stated that Mr. Harowski provided design options for the smaller lots. Mr. Bayer acknowledged that the issue of medical care may not be in the Land Development Code for concurrency, but it is a factor should be considered for lower density. This development is building in the heart of the existing Tomoka Oaks subdivisions. He urged the Board to go along with the staff recommendations of denial based upon the lack of information that has been given by the developer.

Applicant's Rebuttal/Summary

Mr. Merrell stated their presentation and design professionals addressed many of the questions brought up tonight. The design professionals provided information on the lot widths and the buffer types. Mr. Merrell stated that they desire to hear from the Planning Board and provide responses as needed. What has been presented are options. At the root of this issue, this property has a residential density and land use, which is an entitlement. Mr. Merrell stated an entitlement is automatic. He continued it is not a choice between nothing and the application. It is up to the Planning Board to look at the list in the staff report and provide direction on the residential development of the property. Mr. Merrell stated that they are looking for direction on the options presented.

Chairman Thomas brought the discussion up to the Board.

Board Discussion and Questions

Ms. Shull asked for clarification about the R-2. Attorney Hayes explained the development application based on the PRD zoning before them today. The R-2 is a different issue and not before the Planning Board at this time, and should not form the basis of the Board decision based on a different issue. Attorney Hayes further explained that depending on the decision of the Board, the developer will have a decision to make whether submitting another application to rezone to R-2, come back before the Planning Board, or submit another application for a PRD development order.

Ms. Shull inquired about the irrigation on the buffer and where that water would be coming from. Mr. Spraker replied that irrigation is recommended by staff. There are two reuse ponds that they are seeking to use reuse water and suggested that a well will most likely be needed to supplement the reuse ponds. Mr. Spraker stated that the irrigation water supply would be part of the preliminary plat.

Ms. Shull asked about the self-amending mention. Mr. Spraker answered that the PD6 detailed the amendment of that language. He reiterated the lot layout language that the project can make the lots wider, for examples a 50' wide lot into a 60' wide lot. Staff has no objection to making lot widths wider and the project could not exceed the overall lot total of 276 units. Mr. Spraker commented that if the Board does not like the architectural standards or if they would like something else regarding the submittal, they can discuss and recommend to change. What has been provided is consistent with other Planned Developments.

Chairman Thomas asked for clarification about irrigation and if staff is seeking in ground irrigation. Mr. Spraker explained that in the landscape proposal it is to establish a natural vegetation that after a certain point, no longer requires water. A truck with water would be used to establish the landscaped areas temporarily. Mr. Spraker commented that the concern is if there is a drought, and the buffer dies, it puts the obligation on the HOA. Staff has never seen a buffer of this size utilizing temporary irrigation.

Mr. Scudiero stated that several speakers referenced putting in a traffic signal and asked for confirmation on if it has been approved. Mr. Spraker replied that the response comments stated that it was presented to the Department of Transportation (DOT) and it was verbally approved and Mr. Lassiter may have additional information.

Mr. du Moulin thanked the Tomoka Oaks HOA. He asked if there is a possibility of a win-win type situation, referencing greenspace solar panel farming that everyone can benefit from. It would be for something other than houses. He asked if housing does go in, if they can go in with increased lot size, such as the Broadwater subdivision for million dollar homes instead. Mr. du Moulin stated he is seeking a solution where everyone wins.

Mr. Galloway disclosed that he has friends on both sides of the equation and has spoken with a few Tomoka Oaks residents, as well as Mr. Durant and Mr. Merrell. He asked for the difference between the 80' wide lot from the proposed 100' wide lots. Mr. Durant explained that with the market of what people want to buy, they are interested in the smaller lot widths. Mr. Durant added that the greenspace is the same for both. Mr. Durant stated that they want this project to be successful He continued to be blunt, our future residents don't want to look into the back of the Tomoka Oaks houses. They desire for the buffer to be successful and believe that the proposed plan will be successful. Mr. DuRant stated there is an existing, non-irrigated buffer out on the property today that we are seeking to replicate. He suggested allowing them to put the buffer in as proposed and that if it does not work out, they will try something else. He reiterated that they do not want to irrigate or fertilize and do not want to have run-off. The project is seeking to replicate what the existing buffer is and if there is a need for security, the project can bond the improvements.

Mr. Galloway asked for additional information on the proposed plans inconsistency with the Comprehensive Plan. Mr. Spraker replied that in the staff report it is not one of the reasons why staff recommended denial. It was not said that the proposed plan is inconsistent with the Comprehensive plan. He clarified that the reason for recommending denial were criteria 1 and 4, consistency with the Land Development Code (LDC), as in section 2-35 is permissive and specifies that, *'you may'* do something. He further explained that the issuance of the development order is a negotiated zoning. The area surrounding the property has 100' wide lots. Mr. Spraker continued that it is understood, the design of the project is to provide the buffer in exchange for smaller lots, which would be fine in the interior of the project, but the perimeter should stay at 100'. He also referred to Mr. Durant's comment on the setbacks at 7.5' for a side yard setback, which is smaller than a typical lot. Mr. Spraker concluded that staff did not recommend denial based upon consistency with the Comprehensive Plan.

Attorney Hayes specified that the staff report identifies the criteria that the proposal before them today should be evaluated.

Mr. Mark Karet, referenced the question as to if the plans are consistent with the Comprehensive Plan. He stated that Ormond Beach has land use categories that clearly would have not allowed residential development on the former golf course property, such as the "Recreation & Open Space" land use designation. Mr. Karet continued that the "Low Density Residential" land use allows residential development. Mr. Karet stated that the staff report indicates a policy that could be used to deny the application based on inconsistency with the Comprehensive Plan. Mr. Karet stated, as detailed earlier, the cited policy cannot be used as a reason for denial. He remarked that in order to deny the use, one would need to determine that the residential use is inconsistent and read words which are not in the policy.

Mr. Galloway stated or require 100' wide lots? Mr. Karet replied that the policy only refers to use and does not address lot sizes. Single-family lots next to single-family lots, regardless of lot size, is the same land use.

Mr. Karet stated in the application of Section 2-35 of the Land Development Code, staff is reading words in the language. He stated that what is being said tonight is that compatibility means that it has to be the same thing and that is not what the modern practice of planning says. Mr. Karet commented that compatibility has to be sensitive to the character of the community. He reiterated that it is infill development which is encouraged throughout the Comprehensive Plan. Mr. Karet states that there are many communities that are eliminating single-family only zoning.

Mr. Galloway stated he understands what Mr. Karet is stating, but there are many individuals tonight and notes that state that either they do not want the project or they want 100' wide lots. Mr. Galloway stated that the application is asking for smaller lot sizes and there are questions about compatibility. Mr. Karet stated that staff is seeking 100' wide lots next to the Tomoka Oaks existing 100' wide lots. Additionally, staff is seeking a type 6 landscape buffer of a 50' width with certain plantings that is typically required with industrial development next to low density residential uses. Mr. Karet re-emphasized that city staff is asking for both the 100' lot width and an indusial size landscape planting plan. Mr. Karet stated as a professional planner, that does not stand up.

Mr. Jorczak spoke on the diversity of the housing in the existing Tomoka Oaks community from the size and type, describing them as impressive in comparison with the newer developments out there or a cookie cutter approach. He commented that the existing community has issues with some of the people that service the neighborhood, such as the landscapers and mail carriers, and does not feel is the safest to get through with the amount of traffic there and the vehicles parked on the street. Mr. Jorczak remarked that it is a phenomenal area that we should be looking for excellence in how the piece of property is developed. He suggested that it needs to be something that blends with the existing area that has a character and a flavor and is not going to be an enclave. Mr. Jorczak commended Mr. Harowski on his research for his presentation and suggested doing a little more in researching if the proposed development should or should not go in. He remarked that he appreciates the time, efforts and money spent on creating the Board packet and all that city staff has done to point out what can be done as far as development options.

Chairman Scudiero made a motion to hold a time-certain vote, no later than 10:55 p.m. Chairman Thomas explained that he does not want to put a time-constraint on this and that it is of his top-5 most important issues ever heard in all his years of being on the Board.

Mr. Merrell stated that they appreciate the comments and expressed that the applicants are taking notes and listening to all Board suggestions. Mr. Merrell stated they are okay with a time certain continuance of the application.

Mr. Galloway stated that he has more questions and cannot vote on the issue tonight. Mr. Merrell stated that the applicant team is not seeking to rush the item and are noting all the comments.

Mr. Galloway asked if the staff recommendation of increasing lots to 100' wide around the perimeter were implemented, what would be the density (the number of units) that would be applying. Mr. Merrell replied that the project has been reviewed for a design using the straight zoning classification with 100'-wide lots, R-2. He stated that the design yielded about the same number of units. Mr. Merrell stated getting rid of the 50' buffer, you gain a lot of real estate, but the product would not be as good. Mr. Merrell stated if the project is required to provide 100' wide lots and a 50' industrial type buffer, it is just not a fair trade. Mr. Galloway stated that the project is developing in the middle of an existing neighborhood and those concerns need to be addressed. Mr. Galloway pondered why the abutting property owners did not purchase the former golf course as a community development district.

Mr. Scudiero asked the applicant, if the Board agrees to adopt all of staff and SPRC's recommendations, what the number of houses would look like. Mr. Merrell stated that they have not done this exercise.

Chairman Thomas referenced the presentation of Mr. Harowski. He asked for the design plan for the 50' wide lots and if they included an alley. Mr. Karet replied that there is room for back loaded alley ways. Chairman Thomas replied that would be the only way that he would vote for 50' lots.

Chairman Thomas asked about the open space and recreation planned for the project. Mr. Stehr answered that there would be a sports field, pavilions, pickle-ball courts,

two playgrounds, pocket parks, and added that the plan has not yet been finalized and additional open space and recreation can be added or modified.

Chairman Thomas referenced the traffic direction in between the fields and the parking lot between the areas and expressed his concern for the children's safety. Mr. Stehr advised that they would take it into consideration.

Ms. Shull inquired about the gates. Mr. Stehr stated that they are requesting electronic access gates for vehicular access only. Pedestrians are able to go through on the proposed sidewalks.

Ms. Shull asked about the lot size and density. She stated that the Tomoka Reserve project appeared to have more homes than the Tomoka Oaks subdivisions. Mr. Stehr referenced the density breakdown based on the LDC that was included in the staff report. Ms. Shull said that she agrees with the 100' wide lots around the perimeter but is unsure about the 50' and 60' wide lots in the interior. Mr. Stehr stated that there are condos and apartments abutting the existing subdivision. Chairman Thomas questioned if these were in the neighborhood. Ms. Shull stated the project is a neighborhood inside of a neighborhood. She stated her goal was to be consistent with what is in the existing neighborhood.

Ms. Shull stated she did not believe that the 50' wide lots are consistent with the neighborhood. Mr. Stehr asked if the multifamily was consistent. Ms. Shull stated that she is providing her feedback on the project.

Ms. Shull discussed the setbacks and stated from her experience, they allow for short driveways, which means cars are parked out in the street. Mr. Stehr replied that it is a 25' setback allowing for two cars in the driveway, and two in the garage. Ms. Shull commented that it is too much house on the lot.

Mr. Durant stated that the existing Tomoka Oaks lots are suffering with not enough room in their backyard, therefore they are trying to give flexibility to be able to sacrifice some of the front. He continued that the setbacks would provide additional distances between subdivisions.

Ms. Shull asked if fencing would be allowed inside of the neighborhood, even for those houses backed up to the buffer. Mr. Stehr confirmed that they are.

Ms. Shull asked why it was mentioned prior that 100' wide lots would not work, but that 80' wide lots can. Mr. Merrell replied that 100' wide lots could work, but they are not as good for the developer, and the 80' wide lots work better for the project. There is a concern that there is not a market for 100' wide lots.

Ms. Shull stated, as a realtor, she believes that 100' wide lots would be very desirable.

Chairman Thomas commented that the 100' wide lots in Tomoka Oaks do not stay on the market very long.

Mr. Carl Velie, property owner, for the proposed Tomoka Reserve development, stated that the value of property that is based on building and the land. The land is 20 to 25 percent of the property value, depending on how urbanized that it is. He remarked the bigger the lot width, the higher the cost of the house will be, based on

the house size. Most of the houses in Tomoka Oaks are selling for $400,000 to $500,000 range, and are 40 to 50 years old. Mr. Velie, stated if the project built a new home on the same sized lots then it would likely be an $800,000 home. Mr. Velie added that proposed houses on a 100' lot with 10,000 square feet in lot size will be substantially higher than the typical house in Tomoka Oaks. He stated that they are trying to match the same value on a smaller lot width with similar lot square footage.

Mr. Velie continued that they think they can sell a few 100' lots but he is not sure if they can sell two hundred of them as quick, and may have to wait 15 years. That is not what the developer wants to do. Mr. Velie stated that he does not think people want to buy million-dollar houses unless they are on the river or ocean. He said the project seeks to create a product that will sell quickly, or as good or better than what is in the neighborhood. He stated that there is a difference compatible and comparable. This project will be compatible with a residential use abutting a residential use. Comparable is going different because these will be new homes with new amenities. Mr. Velie stated that the new construction will result in better built and stronger houses. He expressed concern with have a 100' wide house with a value of $800,000 next to a 60' wide house with a value of $500,000. Mr. Velie stated if they thought that they could sell 100' wide lots, they would be all for it. But they do not think that the project can sell 100' wide lots.

Mr. du Moulin stated that if it is designed correctly it could work. Mr. Velie detailed the constraints of the existing property layout. Mr. Velie suggested that there be a quadrant area or pod where the lots are smaller at 50' or 60' lots. He remarked that the studies the applicants have done show that there is not enough demand for the million dollar homes.

Ms. Shull asked why Mr. Velie believes that they cannot sell 100' wide lots. Mr. Velie responded that the study the project has done there is not enough demand for the million-dollar homes. The concern is that there are not 200 or 250 buyers who can purchase the million dollar homes. Ms. Shull commented that they will go a lot farther with the neighbors if there is a higher quality product in the area. Mr. Velie replied that the proposed homes are planned to sell higher than any in the area, other than the riverfront properties that are in Tomoka Oaks. Mr. Velie stated that the cost per square foot is $250 to $300. For a 2,000 square foot house, that would be $600,000. For a 3,000 square foot house, it will be a million dollars and we do not see that demand in the market. Mr. Velie explained his experience in the area and stated that he moved to Florida in 1954 and moved to Ormond Beach in 1964. He was an appraiser for 40 years and learned the life cycle of a neighborhood. Mr. Velie concluded that it is to their advantage to sell the most expensive house that they can sell. Mr. Velie stated that this development will be new and modern. The newer, more expensive homes would enhance the values in Tomoka Oaks.

Chairman Thomas restated that the public participation is closed.

Chairman Thomas inquired about the 80' wide lots and the comment people do not want to have homes next to smaller homes. He stated on the proposed site plan, there are 80' wide lots across the street from 50' and 60' wide lots. Mr. Velie responded that area is the main road. Mr. Stehr answered that after numerous meetings with the neighborhood, the applicants went back to 80'wide lots by 125', matching the R-2

square footage. The 80' wide lots allow relocation of the garage to the side or to the rear.

Mr. Sheldon Rubin, property owner, added that the setback on the 80' wide lot is 25 percent. He remarked that the 10,000 square foot lots with 80' wide lots on the perimeters plus the 50' and the open space, is quite accommodating. Mr. Rubin questioned that he is not sure why everyone is stuck on the 100' wide lot. Mr. Rubin stated that they will be modern, high-priced housing with benefits and a bigger buffer, in which they agreed to the plantings for. He expressed concern for the disconnect. Mr. Rubin stated through the process there has been a desire to lock down this site plan and show exactly what is desired. He reiterated that we did not have any flexibility with the rules. So, on the inside lots we show 50' wide lots. Mr. Rubin added that if they have to put an alley on some of the 50' wide lots, that they will do so if given the opportunity. There needs to be flexibility in the design. He concluded that it is a superb site plan.

Mr. Jorczak stated that increasing lot widths would decrease the lot total and also reduce the traffic impacts. He asked if there were a catastrophic event and in an emergency evacuation for the entire area, how long would it take to get the residents out with the current road situation, with a huge number of people in a short period of time with limited road structure to do it.

Mr. Lassiter replied that they did not analyze a mass evacuation situation. He confirmed that they did a standard peak hour evaluation. He continued that without a traffic signal it will take a long time. Mr. Lassiter replied that when doing beachside analysis they do have to look at hurricane evacuation times. He continued that there is plenty of advance warning. He confirmed that the traffic analysis showed that the proposed plan works. Mr. Lassiter referenced the traffic signal and advised that what they did to the traffic signal study, and that the Department of Transportation (DOT) approved it with the following two items, (1) peak hour analysis to show that it will not work with a two-way stop; and (2) intersection control evaluation.

Mr. Jorczak expressed concern with overall traffic impacts that the city has experienced. He stated that the options to address traffic are limited based on transportation costs and funding. Mr. Jorczak stated that the Hand Avenue extension has been discussed for many years to alleviate traffic on SR40 and there is no plan to anything soon. Mr. Jorczak stated he hoped that in the planning process some of the citywide traffic problems can be addressed.

Mr. Lassiter stated that beachside developments required to perform a hurricane evacuation analysis. He stated when the PM peak hour analysis shows that it is working well, this is criteria in the hurricane evacuation analysis. Mr. Lassiter stated that the project works in the PM peak hour. Mr. Lassiter referred back to the question on the traffic signal. He stated that a signal warrant analysis was performed and FDOT verbally agreed with the analysis and are requesting the peak hour analysis and an intersection control analysis.

Mr. Jorczak asked if the warrant analysis coordinated with the railroad. Mr. Lassiter stated that is required as part of the study. Mr. Lassiter detailed how traffic signals work with emergency vehicles and train horns.

Chairman Thomas asked Mr. Lassiter if a study was done of the Trails intersection on Route 40. Mr. Lassiter replied that a statement was made earlier that the distance is close but he stated the traffic time was not. The main entrance to Tomoka Reserve is very close to Nova Road and the travel speeds to get out the Main Trail going out to State Road 40 is much slower. Mr. Lassiter stated the distribution is based on the travel time.

Chairman Thomas expressed his concern with the project traffic when going to Tomoka Elementary School at the intersection of the Trails subdivision and SR40. Chairman Thomas detailed the route from the Tomoka Reserve project onto Nova Road and West Granada Boulevard. He stated the left hand turns onto Old Tomoka Road are problematic and do not have long stacking lanes.

Chairman Thomas detailed the issue with the intersection of Main Trail and SR40 and a single lane to go straight or make turning movements. He expressed concern about the increased traffic at this intersection. Chairman Thomas added that the only solution he sees is if the city to make a right-hand turn lane out of the Main Trail onto Granada Boulevard, a southbound right turn (west onto SR40).

Mr. Scudiero accepted that a majority of the traffic from Tomoka Reserve will go to Nova Road based on its proximity. One question has arisen is what would that do to the existing Tomoka Oaks population that now does not want to deal with the backup in the morning onto Nova Road Would residents on South St. Andrews and Rio Pinar, go out through the Trails to avoid the Nova Road backup. Mr. Lassiter explained that because of how the existing homes are built, around the two relative access points, whether Main Trail or Nova Road, 64 percent of all existing traffic that has access to Main Trail and Tomoka Oaks, use Main Trail and 36 percent use Nova Road access. Mr. Lassiter added that because of the location of the proposed project, its primary impact is going to be on Nova Road, a state road, and less impact on Main Trail to SR40.

Chairman Thomas stated that there are approximately 1,000 homes that are in the Trails, 500+ homes in Tomoka Oaks, and now proposing to add 276 more lots, totaling approximately 1,800 homes. Chairman Thomas stated that there would be approximately 1,800 homes with approximately 3,600 vehicles going out three exits through Tomoka Oaks and the Trails.

Mr. Lassiter stated that we counted them all. Mr. Lassiter explained that the traffic analysis process has gone through several rounds of review by the Department of Transportation (DOT), by the City and the City's consultant, as well as the County. He stated that they all agreed we came to the right conclusion based on how traffic studies are conducted.

Chairman Thomas stated he believed that the traffic counting is flawed. Mr. Lassiter stated that traffic counting now uses video which is not flawed and is more accurate.

Ms. Shull asked if the count was done during school times. Mr. Lassiter replied yes. Ms. Shull expressed uncertainty about how the traffic analysis is performed and stated in the manor in which people drive and at the speeds they drive, she does not feel comfortable about adding additional traffic and backups to the Tomoka Oaks and Trails neighborhood areas.

Chairman Thomas inquired about the current City of Ormond Beach population. Mr. Spraker answered approximately 44,000. Mr. Spraker added that the time was approaching to conclude this meeting.

Chairman Thomas asked the Board to share additional closing comments for the applicants.

Mr. Galloway stated what he is hearing are concerns with density. He referenced it as trying to put five pounds of sugar in a one-pound bag. He continued that unless the HOA is willing to come up with a Community Development Fund to buy the property from the property owners, that something will be built there. Mr. Galloway stated that he just does not feel like 276 units is what needs to be put in that donut hole. He stated that there are 500 homes that exist and they bought with the expectation of a golf course. He spoke on the American Dream, the ability to own a home, no matter how large or how much it costs. Mr. Galloway stated that there has to be a happy medium here. The homeowners have to realize that something will be built there or there needs to be a purchase of the property from the HOA and/or residents. Mr. Galloway stated that it should not be my tax dollars paying for a park. Mr. Galloway stated that he hoped that the applicant team is listening tonight.

Mr. Velie replied that when he and the other property owners first started the process, they originally had a different engineering firm that drew up a plan for units and they declined that route as they wanted something consistent with the subdivision. He explained that he took a 1.85 mile circle on Google Earth around the neighborhood over the Trails, from Misners Branch East, Tomoka Oaks Condo North, Escondido, Tahlequah, Tomoka Meadows and Harbor Oaks. He added that he took every plat and platted it out, and found that they have less density than the Trails residential section, not including the Villas, at 1.91 units per acre and Tomoka Oaks is 2.09 units per acre. He further detailed that Mallard's Reach is 2.23 units per acre and Tahlequah is 3.06 units per acre, and considering the entire Trails subdivision is 3.4 units per acre. Mr. Velie concluded that any other subdivision in the city has higher density than what is being proposed with Tomoka Reserve.

Mr. Galloway commented that he values Mr. Spraker and thinks the City of Ormond Beach has the best city Planning Director and believes that the applicants need to reassess and come back. He added that he has faith that something will increase the value of the homes there.

Mr. Jorczak agrees with the city's comments on the issues were appropriate. On some issues, he stated he may have gone further. He continued with remarks on the influx of people moving to the area, and how things are not going to get getter with the hospitals or traffic. He commented that Ormond Beach considers themselves to be a jewel on the east coast and is a special community, therefore should not be augmenting what has been done in other major cities, but should be looking for excellence. Mr. Jorczak concluded that he would like to see a better mix on the lot sizes. He stated the wider lot widths would reduce density and ensure a higher value of houses.

Mr. du Moulin concurred with Mr. Jorczak and stated he would like to see an increase in the lot sizes.

Ms. Shull concurred with Mr. Jorczak as well on the density and lot sizes. She remarked that the homeowners are compromising and know something is going to be built there, and advised the developers to compromise as well and work with them symbiotically. Ms. Shull concluded suggesting for the developers to take into consideration the unique piece of property that it is as well as the interconnected density and traffic.

Mr. Scudiero commented that he would like to see the golf course reopened, but that compromise between the applicants and the homeowners are necessary. He concluded for the applicants to find ways to make it more palatable for everyone. Mr. Scudiero stated a compromise is needed.

Chairman Thomas referenced earlier remarks on the irrigation for the plants and stated that if the applicants cannot abide by staff's suggestions, to at least do a bond so that the homeowners are not stuck with not having the vegetation buffer as promised. He spoke on the 50'-wide lot sizes, and said that he is opposed, but that if the Board agrees with them, he will support if there is an alley and a garage in the back. Chairman Thomas stated that in Venetian Bay, there is a section that is set off by itself and where they do not have garages in the front of the houses. He added that he would love to see 100'-wide lots. He commented that both the developers and the landowners have rights. Chairman Thomas stated that the residents also have rights. Chairman Thomas remarked that whatever goes in is going to be impacting the resident's lives. Chairman Thomas agreed with Mr. Galloway that something will be built and there needs to be compromise. He stated that he understood there are residents who are seeking no development, but he believes that something He concluded that when he moved to the city 50 years ago, the population was approximately 30,000. There has been a growth of 14,000 people, and commented that the traffic reflects more than that.

VII. OTHER BUSINESS

It was discussed that the item requires a continuation for the applicants to bring other ideas and options back for another public hearing in front of the Planning Board and for the Planning Board to have more time for the support decision-making process. It was determined, taking the availability of the Planning Board, staff, and applicants, that the continuation meeting will be held on Monday, August 21, 2023 at 6:00 p.m. (location is to be determined). Mr. Spraker explained that the Planning Board is scheduled to meet on August 10, 2023 for the monthly Planning Board meeting as planned as well.

City Attorney Hayes stated that when the Board resumes this meeting, the item would be where it is now with Board member comments and discussion. The applicant and HOA attorney should be provided an opportunity to provide any updates. City Attorney Hayes stated a motion and a second would be needed for the continuation.

Chairman Thomas entertained a motion for the continuation date.

Mr. Galloway motioned for a continuation of the meeting on August 21, 2023 at 6:00 p.m. with a location to be determined. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

VIII. MEMBER COMMENTS

Mr. Jorczak thanked the citizens of Ormond Beach for their input and expressing their opinions.

Ms. Shull thanked the audience members and staff for their input.

Chairman Thomas commented that he is interested in the City of Ormond Beach having another hospital. He added if the zoning could be amended where a hospital could be built taller than seven stories. Mr. Spraker replied that it would be a charter amendment.

IX. ADJOURNMENT

The meeting was adjourned at 10:57 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Marcella Miller.

M I N U T E S

ORMOND BEACH PLANNING BOARD

Regular Meeting

August 21, 2023 6:00 PM

Tomoka Christian Church
1450 Hand Avenue
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present	Staff Present
Angie Shull, Vice Chair	Steven Spraker, Planning Director
G.G. Galloway	David Allen, Planning Civil Engineer
Al Jorczak	Cara Culliver, Landscape Architect
Mike Scudiero	Sarah Cushing, Senior Planner
Barry du Moulin	Marcella Miller, Recording Technician
Troy Railsback	Randy Hayes, City Attorney

Doug Thomas, Chair (arrived at 6:05 p.m.)

II. INVOCATION

Mr. Railsback led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO *THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF* THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. APPROVAL OF THE MINUTES

Mr. Scudiero motioned to approve the July 13, 2023 Minutes. Mr. du Moulin seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas opened the Public Hearing.

Attorney Hayes explained the continuation of the July 13, 2023 Planning Board meeting on Tomoka Reserve and how the meeting ended at the question, answer and decision component of the meeting agenda and where it continues this evening. Attorney Hayes stated that there will be no public comments unless it is the pleasure of the Board and added that the disclosure parts continue to apply. Recent updates have been proposed from the applicants as of last week on August 16th and staff advised that they need more time and have not been able to review the full context of the proposed changes, therefore today is more a material hearing and the issue could be continued to a later date. Recommendations were made for the Chairman to let the applicant, attorney and HOA attorney talk and decide if more time is needed to analyze the new plans.

VI. PUBLIC HEARINGS

A. PRD 2022-043, Tomoka Reserve – Issuance of a Development Order – continuation of the July 13, 2023 meeting

Mr. Spraker, Planning Director, suggested that if the Board is interested in considering the new site plan that there should be a new public hearing for it, as well as advertisement of it, and for it to go through the Site Plan Review Committee (SPRC) and the public hearing. Today the Board has the ability to act on what they heard at the July 13th Planning Board meeting. Mr. Spraker concluded that the Board may want to see something else which will require resubmittal.

Applicant's Opening Remarks

Mr. Rob Merrell, Esquire, Cobb Cole Attorneys at Law, representative for the applicant, stated that he respects Mr. Spraker's wish for additional time to analyze the new plan and added that another updated plan was submitted on Friday. He advised the Board that he is interested in feedback from them and to come to a consensus at the next public hearing.

Attorney Hayes remarked that he suggests more of a summary presentation, than a full fledge question and answer discussion which is the purpose of a public hearing.

Chairman Thomas stated that he does not want to get back into a heavy discussion but more a summary of the new proposal and hear from the Homeowners' Association (HOA).

Tomoka Oaks HOA Opening Remarks

Mr. Dennis Bayer, Esquire, 109 6th Street, Flagler Beach, legal counsel of the Tomoka Oaks HOA, stated that he too respects Mr. Spraker's decision if the major or material changes require the continuation of the matter. Mr. Bayer added that he would like time to discuss the continued areas of significant disagreement that the

HOA has. He expressed his concern with the July 13th Planning Board meeting closing comment that was made that something will be built on the property but that the project was too dense, and remarked that going from 276 units to 272 units is not a material change in their eyes, and would like to be able to discuss that and other areas of concern.

Applicant's Summary of Changes

Mr. Merrell went over key issues of concern explaining that most of them have been resolved.

Key issue: lots sizes: Mr. Merrell started with the changes with the lot sizes around the perimeter of the development addressing the requested 100'- wide lots around the perimeter, with the request for them to match the existing Tomoka Oaks properties along the perimeter, the 50'- wide lots that were eliminated and now solely 60'- wide lots around the perimeter. He added that the greenspace, road alignments and stormwater ponds are staying the same. Additional 90'- wide lots and 100'- wide lots were added as well along the perimeter, where it was previously 80'- wide lots. Mr. Merrell commented that he does not think that anyone is going to see their neighbors' lot from the backyard with the buffer.

Key issue: Buffer: Mr. Merrell touched on the buffer, plantings, irrigation and maintenance and said that they agree with the number of bushes and understory trees to be planted in a type 6 buffer per staff's suggestion, but want to use a Florida-friendly type landscape that does not have to be frequently watered but more a wild landscape. Regarding a permanent irrigation system, Mr. Merrell expressed that there are other alternatives. He added that they are in agreement to offer a two-year bond if it needs to be replaced.

Key issue: Dimensional standards: Mr. Merrell continued that they are agreeing with staff's requested setbacks and dimensional standards.

Key issue: PD6 note on lot separation: Mr. Merrell continued that they are agreeing with staff's requested note modification on lot separation.

Key issue: Traffic: Mr. Merrell stated that staff requested that the diamond be reconfigured to a circle shape, and the applicants are suggesting a similar shape with rounded edges, allowing better flow as well as adding landscaping in the island. Regarding the proportionate share, it has been decided that the applicants are taking care of it 100 percent on their own. Mr. Merrell added that it was agreed to add sidewalks on both sides of the street. He further explained that it has been agreed to add a provision that says that the applicant will make application for permits for the signal within 30 days of the subdivision approval and such permits will be issued prior to the issuance of the subdivision construction permit, to be sure that the light is put in before anyone is traveling there on the road. Mr. Merrell referenced the architectural design requests and stated that the architectural standard language has been reworked. He continued and spoke on the request for a potential vehicular cut-through at the amenity area and it has since been reconfigured.

Key issues: Neighborhood meeting at preliminary plat: Mr. Merrell stated that the applicants agree to conduct a neighborhood meeting.

Key issues: architectural standards: Mr. Merrell stated that the architectural standards have been updated.

Key issues: amenity space parking lot: Mr. Merrell stated that the site design was amended based on the concern of cut through traffic.

Tomoka Oaks HOA Summary

Mr. Bayer commented that he does not think that the golf course remaining a golf course is near a determination yet and added that if there is a party that feels that the property has to stay a golf course it will be up to the courts to decide and not an issue for him or Mr. Merrell. He continued that the HOA set up a Board that continues to try and negotiate with developers to make the project more compatible, with significant areas of disagreement still existing.

Mr. Bayer brought up an aforementioned comment from the last meeting that this development is having significant impact on the quality of life for the existing tax-paying property owners which is fueling the comments that were made. He referenced the density, and the history of the site, mentioning that the last project proposed and approved by the City of Ormond Beach on this property was 100+ homes and significant open space in 2006, when the recession hit and projects did not get developed. Mr. Bayer added that the site is not urban infill and is a development of open recreational greenspace that has been developed around by homeowners that expect it to remain an open space. He continued that their decision is that the perimeter lots should be 100'- wide and asked staff if it is 100'- wide on the front of the lot and rear of the lot, or just 100'- wide on the rear of the lot and not the front. Mr. Bayer expressed concern with what is being said about the homeowners not even seeing the project because of the buffer and commented that they will be able to see them as secondary impacts, which includes the traffic.

Mr. Bayer touched on the traffic concerns and stated that the traffic study looks at the delays in traffic intersections and does not consider the fact that Nova Road is about to lose lanes under the Department of Transportation (DOT) proposal, or the possible fuel tank storage project. He was pleased with the agreement to the two sidewalks and stated that he hopes that the proposed updated rounded diamond area helps, and looks forward to having third party traffic consultants review it.

Mr. Bayer mentioned the architectural concerns and stated that Mr. Harowski, Certified Planner and Tomoka Oaks resident, worked on language so that they are not cookie-cutter, where every other house looks the same. Mr. Bayer elaborated on the HOA proposal that the same house model may not be used more than three times within a single lot phase and to have more diverse housing, and requests that the architectural plan be enhanced over and above what it is currently.

Mr. Bayer referenced the proposed buffer and explained that in his history in practicing law he has seen where neighbors complain that other neighbors are cutting down the buffer and seek Code Enforcement action and wants to see enforcement action that the property owners abutting the golf course would have the ability to do.

He asked for language pertaining to what happens after the two year bond, as well as the wild versus manicured buffer, and whether the HOA or developers will be responsible for it. Mr. Bayer concluded that with multiple sets of plans that there are still several concerns necessary to make the project more compatible with the interest of the current property owners.

Board Discussion

Chairman Thomas brought the discussion up to the Board. He reviewed the choices before the Board. Chairman Thomas disclosed that he received a phone call from Mr. Barshay. Chairman Thomas stated to Mr. Barshay that they should discuss the project with the homeowners and the HOA. Chairman Thomas commented on the new material with the change of lots, and staff's suggestions and advised the Board that it needed to be decided if it was going to be reviewed as new material or accept the submittal that was discussed on July 13, 2023 and continue on with a recommendation.

Mr. du Moulin stated that he accepts it as new material and should go back to SPRC for review.

Mr. Galloway agreed that it is new material and stated that he talked to people from both sides and hates to prolong it but that staff needs more time and thinks it will be fair to all parties.

Mr. Jorczak concurred with Mr. Galloway and commented that there are still questions to be raised. The overall density and lot sizes need more review. He added that it is an enclave within an enclave and has concerns with the architectural standards.

Mr. Scudiero reviewed the three options of voting it up, vote it down based on the July 13, 2023 meeting only, or continue the meeting and let the new presentation be formally made and legally advertised. He stated that he is not comfortable voting on the previous rendition with another rendition coming. He added that it is probably going to go to court and asked what the attorneys want to do.

Attorney Hayes explained the process and the Planning Boards role in it. The function of the Planning Board is to review the application and determine if the changes are not new material or act on the proposal that was submitted on July 13, 2023, and vote up or down. The new changes, once folded into the application go to City Commission but they lose the benefit of the experience of the Planning Board. Another option suggested is to continue with another meeting date with more discussion before it goes to City Commission.

Mr. Railsback apologized for missing the first Tomoka Reserve meeting and commented that he supports the position of the full benefit of the City Commission being a recommendation for a final plan and encouraged another meeting, incorporating as much of a concession and fine-tuning to benefit the community as well as property owners so that the process is not repeated again. He expressed interest in reducing density with the 100'- wide lots and putting a roundabout design in rather than a diamond.

Ms. Shull concurred with the Board and commented that the project has evolved. She disclosed that she met with Mr. Carl Velie and Mr. Ray Barshay on July 3, 2023 following the first set of plans and now the plans are different. Ms. Shull wants to make sure that all comments are addressed and added that it is not a typical neighborhood and that there needs to be time to address everything. She concluded that the property is infill but not derelict land and is a beautiful property.

Mr. Galloway expressed the importance on whatever decision is made.

Chairman Thomas concurred with Ms. Shull and added that he is glad it is being considered as new material and questioned that if there are changes now, what changes might arise between this meeting and when it goes to City Commission. He suggested making the best attempt and to consider the new material and move forward, giving the applicants a reaction to their recent summation for guidance.

Attorney Hayes stated that it should be general sound advice only and not getting into too much detail.

Ms. Shull stated that there is still too much density and would like to see bigger lots, even with the 60' – wide lots and commented on the congestion. She added that there are too many cars in the area creating congestion. Ms. Shull remarked that something still needs to be worked out with the irrigation for the buffer and added that she agrees that the architectural designs should be different.

Mr. Railsback commented that he has concerns with the density and squeezing a lot of property in and wants to see a more conforming development. He expressed his concerns with the buffer becoming a problem in the future and that there needs to be a requirement for whose responsibility it is to maintain it. Mr. Railsback added that he hopes the irrigation saves on water as well. He added that the architectural design should be controlled, and suggested that they should not be all the same color scheme in the same vicinity. He suggested that the diamond area should be a one-way traffic roundabout.

Mr. Scudiero stated that the changes discussed tonight are a step in the right direction. Mr. Scudiero referenced the density and stated that the compromise between 0 and 276 is not 272 and expressed his hopes that they keep working, commenting that there is not much change.

Mr. du Moulin questioned if it is legally right to build on this land. Mr. du Moulin referenced the past agreements stating the land would be a golf course. Mr. du Moulin stated additional work needs to be done and he wants to ensure that the land is not built on if there are restrictions that only allow a golf course.

Mr. Jorczak expressed that he still has concerns with the enclave within an enclave and suggested that whatever is developed blend in more efficiently with what is already there as far as lot sizes and the density perspective and not inconvenience the surrounding community. He commented on the minimal land left in the City of Ormond Beach. There are over 53 facilities in the community that are funded by the taxpayer, including open spaces and sports areas. Mr. Jorczak added that what is put

into a specialized area with the rest of the community and be an asset to the City of Ormond Beach is going to take all the input they can get from city staff from a technical standpoint and give it a hard look at the economics from the developers standpoint on how the property can be used. Mr. Jorczak concluded that there is more work to do on the proposal.

Mr. Galloway referenced the last Board meeting where 475 homes were approved in Plantation Oaks and explained the difference between the two projects where that land was designed to hold 475 homes. He continued that he is interested in seeing a spreadsheet on how the proposed homes inside of the existing homes will affect those homes' resale value. He added that he is concerned with the buffer and who will be responsible for the maintenance. Further expressing his concern with the buffer, he referenced a swamp area on Clyde Morris Boulevard where the brush behind the homes caught fire approximately six months ago. The number of lots are questionable as well he said. He spoke on development and reiterated that something will go in there and that the question is in the number of homes. Mr. Galloway concluded that it is a possibility that a few key people could go in and offer the developer a price and someone purchase it and then it will be seen what they want to do.

Chairman Thomas elaborated on recent experiences, one relative to the concern of the lot sizes in seeing homes as close as 10' from one another in Jacksonville, Florida. It was discussed and determined that depending on the area, there is 5' to 20' between homes in a subdivision on a 60'- wide lot typically. He continued that he and his wife noticed that traffic was congested going into the Trails from Interstate 40 on Sunday at 1:35 p.m., with eight cars going into the neighborhood and then four of the cars going though to Tomoka Oaks, expressing his concern with the traffic. Chairman Thomas commented that Tomoka Oaks is a traditional neighborhood where you have to search hard and far to find two homes alike and does not like the idea of dropping cookie-cutter homes into a well-established, traditional neighborhood. He added his concern with the density and that he hopes that there are a lot of changes before meeting again.

Attorney Hayes reviewed the available dates to hold the next Tomoka Reserve continuation Planning Board meeting, Tuesday, September 26 or Thursday, September 28, 2023.

Mr. Spraker stated that as part of the motion it is requested to hold a time-certain date before the new plan is submitted to the SPRC, which is requested by staff to be September 6, 2023.

Board discussion ensued and September 26, 2023 was decided upon as the next Planning Board meeting date.

It was discussed that the item requires a continuation for the applicants to bring other ideas and options back for another public hearing in front of the Planning Board and for the Planning Board to have more time for the support decision-making process. It was determined, taking the availability of the Planning Board, staff, and applicants, that the continuation meeting will be held on Tuesday, September 26, 2023 at 6:00 p.m. at Calvary Christian Center. Chairman Thomas asked the residents to keep the

comments to new questions or comments in reference to tonight's meeting and limit speaking time to 1 ½ - 2 minutes.

Chairman Thomas entertained a motion for the continuation date.

Mr. Galloway motioned for a continuation of the meeting on September 26, 2023 at 6:00 p.m., and for all the plans to be submitted to the Planning Department on or before September 6, 2023. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

VII. OTHER BUSINESS

No other business was discussed.

VIII. MEMBER COMMENTS

Mr. Jorczak recommended that citizens of Ormond Beach attend the upcoming fuel farm County meeting for the safety of the community.

The Board thanked the staff and thanked everyone for attending.

Chairman Thomas requested for the applicant to choose different colors on the updated project plans.

IX. ADJOURNMENT

The meeting was adjourned at 7:13 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Marcella Miller.

M I N U T E S

ORMOND BEACH PLANNING BOARD

Regular Meeting

September 26, 2023 6:08 PM

Calvary Christian Center
1687 West Granada Boulevard
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present	Staff Present
Angie Shull, Vice Chair	Claire Whitley, Assistant City Manager
G.G. Galloway	Steven Spraker, Planning Director
Al Jorczak	Cara Culliver, Landscape Architect
Mike Scudiero	Robin Gawel, Senior Planner
Barry du Moulin	Sarah Cushing, Senior Planner
Troy Railsback	David Allen, Planning Civil Engineer
Doug Thomas, Chair	Randy Hayes, City Attorney
	Marcella Miller, Recording Technician

II. INVOCATION

Chairman Thomas led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. APPROVAL OF THE MINUTES

Mr. Jorczak motioned to approve the August 21, 2023 Minutes. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas opened the Public Hearing.

Attorney Hayes explained the continuation of the August 21, 2023 Planning Board meeting on Tomoka Reserve. Recommendations were made by staff, Planning Board, and the HOA attorney to allow more time to analyze the previous set of new plans. Tonight, the Planning Board can make a recommendation to the City Commission or request additional information. Attorney Hayes added that the recent material submitted, according to the applicants, is consistent with the Comprehensive Plan and Land Development Code (LDC) regulations and staff disagrees and recommends that the application be denied. He concluded that the witnesses are not required to be re-sworn and directed for those wishing to speak to announce their name and whether or not they have been sworn in.

Chairman Thomas and the Planning Board discussed the allotted speaking time for residents and audience members and it was determined to allow three minutes per person. Chairman Thomas opened the public hearing.

VI. PUBLIC HEARINGS

A. PRD 2022-043, Tomoka Reserve – Issuance of a Development Order – continuation of the July 13, 2023 meeting

Staff Presentation

Mr. Spraker, Planning Director, thanked Calvary Christian Center for hosting the meeting and stated that the application is for the issuance of a development order for the Tomoka Reserve subdivision, at 20 Tomoka Oaks Boulevard. He continued that the existing land use is "Low Density Residential" and the existing zoning is Planned Residential Development (PRD). The zoning district does not have a development order associated with it any longer and has since expired, the reason for the public hearing.

Mr. Spraker continued that the project has gone through two pre-application meetings, the Site Plan Review Committee (SPRC),a neighborhood meeting, and today, the third Planning Board meeting. Mr. Spraker stated that if there is a recommendation tonight, the tentative City Commission meeting date will be November 07, 2023 at Calvary Christian Center. Mr. Spraker explained the issuance of a development order review process. A PRD is a zoning document that shows lots, landscape buffers, open areas, recreational areas, and architectural standards. A PRD does not require engineering construction plans that include stormwater and utilities, which will come later with a preliminary plat. The preliminary plat would go through a neighborhood meeting, Planning Board and City Commission.

Mr. Spraker displayed a recap of the July 13, 2023 site plan with the proposal of 276 units, a mixture of 50', 60', 80' wide lots. He explained the August submittal that was before the Planning Board, with a mixture of 60', 80', 90', and 100' wide lots, but because it was submitted after it was advertised, it required a new public hearing. He continued that the applicant agreed with some SPRC recommendations, including

the building coverage, setbacks, note for lot separation, Tomoka Oaks diamond improvements, sidewalks on both sides of Tomoka Oaks Boulevard, neighborhood meeting for the preliminary plat, the timing of the traffic signal, updated architectural design language and the removal of the cut-through of amenity space parking area.

Mr. Spraker stated that a new site plan was submitted on September 06, 2023, and the changes are primarily the mixture of lot sizes along the perimeter of the boundary of the project of 80' wide lots and interior, 60' wide lots. Other aspects of the site plan that did not change were the gated vehicular access of the subdivision, it is not in the wetlands or floodplain. Mr. Spraker added that other characteristics that did not change were the environmental assessment provided, the 34 acres of natural preservation, recreational areas, 50' buffer around the site, preservation of historic trees, the school concurrency and Traffic Impact Analysis provided.

Mr. Spraker stated that the two remaining key issues are the perimeter lot sizes and the material and irrigation of the 50' buffer. The SPRC continues to recommend 100' wide lots on the perimeter where the site plan shows 80' wide lots as the former and surrounding zoning district of R-2 are 100' wide lots.

Mr. Spraker continued that the existing conditions today with the 3.3 mile buffer in the planting plan states that there are native trees and shrubs that will provide screening between the existing homes and the proposed development. Another existing condition is the existing vegetation to be able to use and gaps of landscaping to be planted, and 70 percent of the 50' buffer with trees and shrubs for visual screening. Mr. Spraker stated that the proposed plan shows that the buffer shall be 50' wide containing five trees and 50 shrubs. No groundcover was proposed in the plan. The existing vegetation would be used for gaps of landscaping to be planted. Mr. Spraker added that watering would be provided by a large water tanker truck, not permanent irrigation. The plan offered a maintenance bond for two years and requires an 80 percent survival rate to release the bond.

Mr. Spraker delivered an overview of staff's recommendations, including the City's Landscape Architect, of a type 6 buffer of seven trees, 70 shrubs, and 70 ground cover plants. The proposed plan does not meet the visual screen requirement of the LDC. He stated that staff is supportive of the use of native/xeric plantings. He added that that the irrigation by water tanker truck does not comply with the LDC. Mr. Spraker expressed concerns with the fact that the watering plan shifts compliance to the future HOA. It can involve additional maintenance and costs, as well as the 2-year bond and 80 percent survival plant rate.

Mr. Spraker reviewed the correspondence that was received and that was also included in the meeting packet. Some of the correspondences included the compatibility with the existing Tomoka Oaks, property value concerns, loss of quality of life, traffic concerns, golf course perpetuity and related uses, the existing configuration of the diamond intersection, Tomoka Reserve HOA concerns, wildlife concerns and buffer concerns.

Mr. Spraker delivered an overview of the Planning Board review criteria consisting of the application submittal, staff report, SPRC comments, written correspondence provided, criteria of the LDC contained within the staff report, and testimony provided at the Planning Board public hearing. He stated that staff recommends denial of the proposed site plan for the issuance of a development order, based on the

perimeter lot sizes and the buffer planting plan. Mr. Spraker continued that if the Planning Board believes that it is appropriate they can recommend approval. Either recommendation of approval or denial goes to the City Commission for the final decision.

Applicant's Presentation

Mr. Rob Merrell, Esquire, Cobb Cole Attorneys at Law, representative for the applicant, stated that Mr. Don Spence will speak again on the buffer and Mr. Michael Hoteling, on the lot widths, the two key issues. Mr. Merrell recapped on the PRD due to its custom zoning for the property. He asked the Board for suggested items in negotiation for an agreement.

Key issue: Buffer:

Mr. Don Spence, Master Arborist/Native Plant Expert, Ph.D., Native Florida Landscapes, explained that he has been working with landscaping and native design for 25 years. Three years ago he completed a tree survey for the property and beginning in January, started work on the buffer plan. Mr. Spence stated that it is based on a low density residential and a buffer planting plan that had three or four plants to fill in gaps along the shrubs. He continued that several months later, they got pushback from the City as they wanted a type 6 buffer. He explained the reasons that the team felt it was not appropriate as a type 2 buffer is outlined for low density residential. A type 2 buffer is three trees and 30 shrubs. The team proposed a bonified, meaningful type 4 buffer with five trees and 50 shrubs, to fill in the gaps to provide visual screening between the existing homes and the homes that are proposed to be built. Mr. Spence expressed his concern with the said irrigation requested, as the existing trees and trees to be planted are native and once established over the next six to seven months, will not need it, same as the existing buffer that is not being watered. He stated that the goal is to plant plants that mimic the existing trees in the buffer, claiming that if the tree dies it will be replaced per the two year bond.

Mr. Spence continued reviewing the buffer planting plan and stated that the 50' wide buffer, that would be managed by the HOA, if there are tree problems would not be able to plant across the entire buffer due to many of the homes having fences or walls. In the plan, the center 20' of the buffer would be the planting zone. He continued that trees and shrubs need full sun and cannot be planted underneath of canopies. Mr. Spence stated that space is needed for access (15' on the development side and space for neighbors on the backside). He added that access is needed behind the property lots of the homes built to manage trees and any invasive plant problems, therefore cannot plant across along the entire width of the buffer. Mr. Spence reassured that the plants will be watered and made sure of their survival at 100 percent from the initial plan of 80 percent, after two years. The site will develop in phases and the bonds will follow in phases and long-term maintenance will be driven by the legal agreement that the HOA develops. Mr. Spence reviewed a table that explains the watering phase for the trees and shrubs and stated that the plan meets and exceeds what the University of Florida recommendation is. He continued that they are not willing to dig up the buffer for ground coverings and feel it does not add to the visual screening. He pointed out that a water tanker truck is in the plan for irrigation and backed up his point with the LDC guideline specifying that if using native/xeric plants a permanent irrigation system is not required. Mr. Spence concluded that there is no standard for a type 6 buffer being applied in a residential setting and no example of an industrial buffer design against residential.

Mr. Merrell stated that the proposed buffer plan is well founded and innovative, concurring with Mr. Spence, and added that a permanent irrigation system would tear up the manicured grass.

Key issue: Lot sizes:

Mr. Michael Hoteling, MAI, Managing Partner, Moody Williams Appraisal Group, stated that he has been appraising commercial, residential, subdivision type properties for 20 years. He spoke on the appropriateness of the lot sizes and stated that most of the lots of the homes being proposed are 2,100 to 2,900 square feet and most of the lots that get sold are between 60' wide and 80' wide, with some 100' wide. Mr. Hoteling commented that this will be a nice subdivision where the homes can range from $600,000 to possibly over $1 million. He added that when pricing the homes in Tomoka Oaks three weeks ago, there were no homes for sale that exceeded $700,000, except for those along the water. Mr. Hoteling concluded that what is being proposed to be built will add value to the existing development and not detract from it.

Mr. Merrell stated that the alternative to the custom zoning is straight zoning. The subject property is low density residential in which the zoning classification does not have all of what is being offered through the proposed project. He explained the reason it was decided to go through the PRD process and propose the combination of lots is because the market does not do 'Tomoka Oaks lot sizes' at 100' by 100' anymore. Mr. Merrell added that the applicants wanted the mixture of lot sizes starting at 50' wide lots and a larger landscape buffer for separation. The minimum guidelines for the landscape buffer is required to be 50' and if adding all of the green around the outside it is an average of 129' of greenspace between both properties. Doing straight zoning at a 6' buffer requirement as opposed to the 129'. The straight zoning would have also offered only two trees and 20 shrubs as the landscaping buffer requirement. Mr. Merrell added regarding outdoor recreation, and the open space and parks, that they are a concession as part of the negotiating PRD. Mr. Merrell referenced the architectural standards and how the applicants listened to the neighbors and their dislike of cookie-cutter homes. He touched on the pedestrian connectivity being volunteered, stating that they would add sidewalks out to Nova Road. Mr. Merrell concluded that something is going to be built, whether based on custom zoning or straight zoning.

Board Questions of the Applicant

Mr. Scudiero asked what the average lot square footage is in the existing Tomoka Oaks development versus what the perimeter lots would be with the 80' wide, 90' wide, and 100' wide lot range.

Mr. Dwight Durant, Zev Cohen & Associates, stated that what is being proposed are 80' wide by 120' deep lots, approximately 10,000 square feet, and the existing typical Tomoka Oaks lot is 100' by 120', approximately 10,000 to 12,000 square feet. The inside lots are approximately 7,000 – 8,000 square feet. It was discussed that some of the proposed lots have a different rear width and can be above 10,000 square feet.

Mr. du Moulin inquired about the proposed irrigation of the buffer and if there is a specific amount of time that the water tanker truck would irrigate. Mr. Merrell replied that the detailed proposal and plan is in the board packet materials.

Chairman Thomas asked about the different proposed façades of the homes and asked for clarification on if it is every 4th house before duplicating the same façade,

expressing that he does not like every other house repeating the same design. He added that currently in Tomoka Oaks you will not see two houses within 200', 300' and 400'. Mr. Merrell replied that the same façade cannot be next to each other or across the street, and urged Chairman Thomas and the Board to be specific in what it is exactly that they would like to see. Mr. Merrell clarified that the applicant is not trying to recreate or replicate Tomoka Oaks, an older product and design, but bring forward the quality and variety that they have asked for.

Mr. Railsback referenced the elevations and colors of the homes and stated that they should be not 'cookie cutter' in design. He asked what is being done for the softening of the diamond and if it will be a roundabout instead. Mr. Merrell relied that the diamond is proposed to be reconfigured to an amoeba shape, with rounded corners, allowing better flow for vehicles, including buses, as well as adding landscaping in the island.

Mr. Jake Stehr, Zev Cohen & Associates, read the material included in the recently submitted plans that stated architectural variations in the variety of house sizes designs in the neighborhood is encouraged to facilitate it so that the two adjacent homes on the same side of the street as well as the house across the street and its two adjacent homes have to have a minimum of three different design elements of the following ten elements.

Ms. Shull asked if the plan was referencing different design elements (example brick and siding) or if the whole house is different. Mr. Stehr answered elements such as roof pitch and roof type, the skin/exterior finish material, color, garage orientation and size, porch size and location, number of stories, window sizes and shapes, window location and decorative elements. He concluded that houses cannot be mirrored across the street from one another and that options will be given to future home buyers.

Mr. Galloway asked for clarification on the buffer. Mr. Merrell explained that their idea is to leave the places that already have bushes and trees alone. The reason for not wanting to lay groundcover down is to avoid tearing the ground/landscaping up and put wild landscaping in. Mr. Merrell added that if landscaping was put in along the entire 50' buffer it would not be able to be accessed and maintained, according to Mr. Spence.

Mr. Jorczak inquired about what the average required time for the trees, based on size, that is going to be planted to be able to provide 100 percent screening in all of the areas that trees have not been supplied to fill the gaps. He commented that it will determine if it will be three, five, or ten years before the trees will provide the screening. Mr. Spence replied that different trees grow different ways and it is hard to tell. The trees are designed to provide a canopy and the shrubs will provide the visual appearance between the homes. There is not going to be 100 percent complete vegetative screening, as the code only calls for 40 percent. Mr. Spence concluded that there will be gaps for a while and in time the plants, natives and shrubs will mature and will reseed themselves in the buffer, creating a denser buffer over time.

Ms. Shull asked Mr. Spraker for explanation of the request for the 50' buffer, the irrigation, and type 6 buffer. Mr. Spraker answered that one of the key factors expressed was the buffer and the lot sizes during the pre-application neighborhood meetings and the SPRC meetings. The goal is to provide the buffer to mitigate for some of the loss of the natural buffer that is there today. Tattersall, RidgeHaven, and Tymber Creek Apartments are projects that have natural buffers. He stated that staff

is not against the native or xeric plantings, but are against taking a former golf course, developing it into residential, and leaving gaps in the buffer. He added that Ms. Culliver, Landscape Architect, is available to go through the details of the recommendation if necessary. Mr. Spraker added that staff believes that irrigation is a key source for the plantings.

Tomoka Oaks HOA Presentation

Mr. Dennis Bayer, Esquire, 109 6th Street, Flagler Beach, legal counsel of the Tomoka Oaks HOA, expressed his disappointment with the applicant's response to the HOA in negotiating the architectural standards, traffic impacts and buffers. A few of the architectural ideas were agreed upon, but not on having the different architectural styles close to one another. Another HOA request was for buffer enforcement once the two-year performance bond is over. No comments were received back from the applicants regarding if that language was acceptable or not. Mr. Bayer rebutted Mr. Merrell's comment and said that property is currently zoned PRD and the last development proposed that came to the Board was to convert the golf course, which was PRD with part of the property being a golf course, and part of it residential. He spoke on the PRD and R-2 zoning and referenced a Florida Supreme Court case, The Snyder Decision, a landmark land use decision that has been in place in the Florida Supreme Court since 1993. Based on it, he remarked that the City Commission can say that they do not want R-2 zoning and that they want it to stay PRD, given the unique circumstance presented by the property. Mr. Bayer continued that they agree with staffs comments on the issue with the buffer and stated that the buffer is typically required between the new residential development and the existing residential development and are typically at a much higher standard than residential next to residential, as the use is being surrounded, therefore a different buffer requirement. Mr. Bayer referenced the Matanzas Shores Golf Course conversion where they required a lot of different issues with the buffer that was much greater than the standard residential buffers, which is part of the golf course conversion process. He stated that this is not the standard development review and is very unique. Mr. Bayer concluded that the HOA agrees with staff on the 100' wide lots on the perimeter and the type 6 buffer, and the recommendation of denial to the City Commission.

Mr. Tom Harowski, Certified Planner and Tomoka Oaks resident, 97 N. St. Andrews Drive, expressed the resident's frustration with the developments with the late withdraw of the plan that they presented at the last meeting, and the lesser plan submitted. He spoke on the applicants list of concessions in response to staff comments and stated that it did not affect the project in size or layout. The addition of the sidewalks on Tomoka Oaks Boulevard and the modification of the island, he says are basic safety issues. Mr. Harowski commented that the basic issues remain the same since the beginning. He continued that the applicants refuse to apply the staff recommended 100' wide lots on the perimeter or offer reasonable solutions. The threatened alternative of R-2 standard zoning, which requires 100' wide lots throughout seem acceptable to the applicant as an alternative and should be acceptable for a portion of the project. Mr. Harowski remarked that they turned to the design guidelines but still need to include the requirement for diversity in garage door orientation and the way the driveway faces. The compatibility is not having clusters of units that are the same. He remarked that the design that they have seen does not get that point. Mr. Harowski spoke on the important factor of the traffic signal

application and how a 30-day period was mentioned previously and stated that the application should be made promptly.

Audience Comments

Ms. Flavia Cassasola, 21 N. St. Andrews Drive, asked if the proposal gets approved if a moratorium has been considered on the noise level, 24 hours a day/7 days a week, from sunrise to sunset. She mentioned that people walk and bike the neighborhood at all hours of the day and remarked that the Mac tucks can be driving through as well as jack hammers working at all hours of the day and night, including weekends and holidays. Ms. Flavia asked if the construction schedule has been considered. She added that the investors bought the property to make money and that she has been in opposition since the beginning as there has been no compromise in the 272 units. Ms. Cassasola concluded that it is going to impact Tomoka Oaks, the Trails and Talaquah as well as the traffic and recommends denial.

Ms. Ashley Dufrene, 118 N. St. Andrews Drive, said that she took the Oath and reminded the Planning Board that the City of Ormond Land Development Code (LDC), Section 1-18, states that the proposed use will not substantially or permanently create a nuisance, deprive adjoining properties of adequate light and air or create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties. Ms. Dufrene remarked that she lives on the golf course and knows that all three of those will happen if the development takes place without the proper guidance that the City and HOA is providing.

Ms. Bonnie Kloepfer, 23 Tomoka Oaks Drive, did not take the Oath prior but does so now. She commented that she is at the mouth of the Tomoka Oaks Golf Course. She added that she has a brand new white house and it will get filthy from the trucks and dirt from construction. She continued that the issue of 1,100 cars per day going back and forth is insane and cannot imagine what the traffic will be like. Ms. Kloepfer commented on their sentiments on trying to make it easy for the residents and their claim of compromising. She expressed her discontent with proposed number of homes. Ms. Kloepfer referenced yesterday's newspaper in regards to the purchases of one million plus homes on the rise in Volusia and Flagler Counties. She concluded her comments with the expression "if you build it, they will come", and said that she would like a proposed development such as Tomoka Estates or Estates of Tomoka Reserve instead of jammed in houses.

Ms. Denise White, 9 Fox Run Trail, The Trails, stated that she took the Oath. She thanked the Board for their time and service. Ms. White added that a reduction of four homes does nothing for the safety, traffic, density or lifestyle issues and changes nothing whatsoever. She remarked that it will impact everyone's lives and safety. Ms. White spoke on the merit of the old adage, "just because you can build does not mean that you should."

Mr. Jeff Boyle, 614 N. Halifax Drive, took the Oath and stated that the data in numbers in Volusia County are causing loss of sight in the big picture. He referenced the Comprehensive Plan policies and goals and remarked that the latest site plan is not compatible with adjacent homes and added that the revisions protect the neighborhood character, and does not guarantee safe traffic flow. Mr. Boyle continued that the revisions do not preserve natural open space. He stated that the golf course should have been zoned Open Space/Recreation, and commented that it is a mystery why it was not. The zonings protect adjacent property rights. Rezonings threaten those rights. Mr. Boyle said that Tomoka Oaks defines everything that is

good about Ormond Beach with a quality environment, quality homes and quality people who have suffered this thread with heroic dignity after paying premium property taxes to the City for over 60 years. Mr. Boyle stated that the revised site plan disrespects the city, the spirit and intent of the land use codes, the residents of the Trails and other nearby communities and the people of Tomoka Oaks. He added that they deserve better. He concluded that the revised plan is not Ormond Beach and is not who they are.

Ms. Ronnie Ranieri, 216 Rio Pinar Trail, swears to the Oath, and expressed her concern with 272 houses with only one point of egress. Another concern expressed is the traffic in the mornings and the safety of the kids that are walking or riding bikes to Tomoka Elementary School and the private Temple school. She commented that it is a tragedy waiting to happen. Ms. Ranieri remarked that reducing the plan by four houses from 276 is not going to work. She added that hundreds of cars are going to be coming out of the neighborhood at rush hour in the morning. Ms. Ranieri commented that most families have two cars and with the number of houses that are proposed, is worried about the kids.

Ms. Connie Colby, 108 Robal Lane, stated that she is concerned about it being a gated community as school busses do not go into gated communities. The children in middle school can walk and ride their bikes but middle school busses will have to come in the community somewhere to pick the kids up and will have to park outside of the gate, near the roundabout which would stop traffic. Ms. Colby continued that in her neighborhood a lot of the parents drive their kids to the bus stop or pick them up in the afternoon which will lead to more people parking along the road, causing a traffic mess. Ms. Colby pointed out that according to one of the maps, and with her experience living in gated communities, there has to be an emergency exit for emergency vehicles and suggests that there be a plan for it. Ms. Colby concluded that a lot of the proposed properties are close together and expressed her concern for boat, trailer, and RV storage on the properties.

Ms. Kelsey Kipi, 52 Pine Valley Circle, vowed to take the Oath, and commented that the reduction of the four homes on the plan is nothing and explained how they made lots slightly larger at the expense of the greenspace. She added that the developers purchased the golf course and asked why it could not a golf course that goes in. Ms. Kipi stated that Tomoka Oaks Golf Course closed due to a lack of maintenance to the course and not a lack of interest in the sport. Two local golf courses, both Halifax Plantation and Riviera, both have waitlists, according to Ms. Kipi. She suggested to restore the course and the membership with follow and profit will be made, and the greenspace will remain. No more angry citizens and no more debating on lot sizes and buffer zones and no more FDEP requirements. Ms. Kipi concluded to restore the course or sell it to someone who is willing to do so.

Ms. Lauren and Mr. Ned Huhta, 30 Pine Valley Circle, stated that they took the Oath. Ms. Huhta stated that she is a third generation resident and her grandfather designed and built their home. She expressed their concern with the signage for Tomoka Reserve and asked for specifics of where the signage will be located. Mr. Huhta added that he grew up in the house. He asked if the reclaimed water is going to be used for the proposed neighborhood residents as well as those around the perimeter. He asked if an adjoining property owner has a say in what is planted in the buffer and can decide on something mutually agreeable. Mr. Huhta remarked that they do not like Magnolia trees.

Ms. Wendy Dedo Findes, 16 Oakmont Circle, stated that she did not take the Oath but does now, and has lived in Tomoka Oaks for 27 years. She asked if the Planning Board has visited the Tomoka Oaks Golf Course or driven through Tomoka Oaks. She added that it is a very quiet, residential community and when the kids are in school, people are walking around quietly. Ms. Dedo Findes stated to build the proposed development inside of the golf course area will be a catastrophe. She said that there are no sidewalks, therefore kids ride their bikes in the narrow streets due to the neighborhood initially tailored to an older community. Ms. Dedo Findes added that the Trails are going to be affected. She spoke on the light at Tomoka Oaks and Nova Road and how it will be a havoc, with only one ingress and one egress through Tomoka Reserve which will spread out through Main Trail, Iroquois, and Rio Pinar. She continued that are a lot more children in the community now, including her 6th grade son at Ormond Beach Middle School (OBMS). She expressed her concern for all of the kids. Ms. Dedo Findes stated that all of this should be of consideration, the children, quality of life, and the environment. Ms. Dedo Findes concluded that wildlife have been displaced because there is nowhere to go with all of the developments.

Mr. Tyler Travis, 888 Willow Run, stated that he rents in Tomoka Oaks, and just moved here from Virginia and elaborated on his experience in a dense, high-traffic area in Virginia and offered a contrary, counter-perspective, expressing his respect for the current residents. He continued that he likes his privacy but is also interested in smaller lot sizes to be able to afford a home. Larger lots and estates would price him out, according to Mr. Travis. He is interested in new construction, and spoke on the architectural designs and how the applicant plans to alternate styles throughout. With townhomes it was only door color or shutter color that changed. Mr. Travis commented on the traffic and said that as long as there are sidewalks and traffic crossing lights, just as he was in a dense area in Virginia and it was not an issue. The kids had to walk to the bus stops, other than the younger kids whose parents took them to school. He added that he has a young child and had no problem playing with them out in the streets in their neighborhood.

Mr. Robert Banker, 1 Tomoka Oaks, #135, Escondido, stated that when the HOA President raised the idea of 276 units going in, the residents wanted it changed. He agreed with the President that then it went down to 272 units, that he did not like it and that it was not much of a change. Mr. Banker continued that he would like to see the number 0, unsure if it will happen. He commented that the applicant stated that they were going to put in $600,000, $800,000, and possibly $1 million homes. Mr. Banker stated that the plan shows a section in the middle similar to appearance as a sardine can which he does not see them being 7', 8', 10', 15' to 20' apart. He suggests that they will not sell for more than $100 to $150,000. A $700,000 will not be next to a $150,000 and still maintain value. He referenced the infrastructure and commented that no one is considering what it will do to the Publix area. Mr. Banker stated that the President commented that something is going in, and he asks why and what is the hurry. He spoke on a unilateral amendment and how the language for it should be stricken. Mr. Banker asked how when the construction is going on with the trucks backing up at the traffic signal, how the traffic will be going in and out.

Ms. Michele Zirkelbach, 328 River Bluff Drive, stated that she swears to the Oath. She thanked the Planning Board members for their time. In reference to time, she added that Mr. Merrell started out his presentation with the remark that a lot of hours have gone into talking about of stuff, and the irony in the statement. She commented

that for every hour that Mr. Merrell has spent, it is a billable hour for him and the residents match him hour for hour times every resident in the neighborhood and have more invested in this in manpower hours and are ready to have a real negotiation. Ms. Zirkelbach stated that when Mr. Merrell sits at the mediation table when someone comes back with a less than 2 percent reduction, he takes it for what it is a slap in the face. She continued that is where they are, 276 homes, down to 272, is not a meaningful move on their part in which finds offensive. She continued, and referenced Chairman's remark on speaking directly to the plan that that represented, and said that she finds it unacceptable. She spoke on the previous proposal approved, keeping parcel greenspace golf course and having less homes and nothing has been proved in terms of traffic. Ms. Zirkelbach stated that if continuing with this back and forth, for the Planning Board or City Commission to ask the hard questions about the traffic study. She stated that when looking at the traffic study and its statement that one car is going to be going to Tomoka Elementary out through Nova Road, that they have more common sense. She concluded that she agrees that something is going to go in there and offered food for thought on the market out there not for smaller lots and commented that Kings Landing subdivision in Port Orange is being brokered by Realty Pros, Mr. Buzzy Porter and Mr. Bill Navarra, whom she esteems, but said they are one acre home sites that are selling for $250, 000, $267, 000 to $278,000. Ms. Zirkelbach stated that if the threat is R-2 zoning and all of the lots being 10,000 square feet that the whole concept should be reconsidered as one-acre lots. One-acre lots is where it is at!

Ms. Missy Herrero, 111 N. St. Andrews Drive, stated that she has lived there for over 30 years and residents have spent thousands of dollars for legal representation to defend their quality of life and safety of their community. She continued that they do not have money to gain in the war of attrition. She said that they have been meeting with different members of the development and Board for over two years. Mr. Ray Barshay was quoted in the newspaper for saying that they just have not been able to tell their story, and Ms. Herrero commented that she does not know what they have been doing for two years. He invited them to see the quality of the product that they wanted to build out at Plantation Bay, on 80' wide lots. Ms. Herrero asked before she took her time to do so, what was behind the 80' wide lots. The answer was a golf course. Ms. Herrero spoke directly to the new plan and said that it is still not compatible in the existing neighborhood. 60' and 80' wide lots does not fit. The proposed buffer is the most inexpensive approach to the buffer. She mentioned a comment brought up by their HOA Attorney, that it is not a neighborhood backed up to a neighborhood, it is a neighborhood where people invested in property and homes on a golf course for views and privacy and are losing that, so the buffer should not be treated as a regular Residential to Residential buffer. Ms. Herrero commented that Mr. Rubin is from South Florida where she grew up, and her friend sent her miles and miles of buffers, dense, diverse, and well-maintained examples, with no water trucks driving along the buffer. She suggested that if it has to be built to some extent that it needs to be done in the best, high-quality possible approach as the reality is that the environmentally-friendly innovative approach is the least expensive and the most profitable for the developer. Ms. Herrero commented that there is information on how when golf courses are developed it affects the value of homes, with experts that say the opposite, and she said that data can be provided for it. She added that they do not have millions of dollars to win on this and they do. She suggested that if someone had time to pick apart the experts, it does not all add up and urged the Board vote no.

Ms. Dale Ryals, 20 Eagle Court, stated that she was not hear at the last meeting to take the Oath. She commented that her husband was in the hospital over the last month at Advent Hospital and when transported by ambulance and admitted to the Emergency Room, where he had to stay for two days due to no available room in the hospital. She continued that the hallways were lined with patients. The hospital claimed that they are not going to improve with only two hospitals. Ms. Ryals stated that when the development order was done the neighborhood was told by the City Commission that the golf course was needed for holding and draining the water to be able to put it back into the aquifer. She added putting rows of the houses with concrete and asphalt roads will have sewer drains and it will end up in the Tomoka Basin. They were told they could not add too many chemicals to the golf course so that it would not get into the Tomoka Basin. Ms. Ryals commented on the million and a half gallon water that had to be added to the reclaimed water, in which 250 of it came from St. Johns, and 250,000 came from her husband's pocket. The mylar-rubber liners was not paid for so her husband had to pay a lot of money to put the liners in, which could be an EPA problem.

Mr. John Rhoades, 39 N. St. Andrews Drive, stated that on his property, the city sewer and water/electricity come in from Nova Road through his yard/easement. He was aware when he purchased the property. He added that the infrastructure is going to have to come in from somewhere through easements or the main road which will tear up roads and create a miserable quality of life. He continued that the traffic and noise will be horrible and wants people to be aware of it when they are coming through resident's yards. Mr. Rhoades concluded that he appreciates the Boards time and trouble.

Mr. Paul Hughes, 4 Lauren Court, stated that he has taken 30 years of Oaths with the Government as an officer and added that his Oath is his bond. He commented that Tomoka Oaks is the body and the donut hole looks more like the large intestines. He remarked that hope is not a good plan for investments and added that there is no detailed entrance, drawing or plans that have put up to the gated, private, profit-motivated, smaller lot community. Mr. Hughes stated that the Escondido neighborhood has not seen any drawings to see how their lives will be altered with all of the underground utilities, sewers, that are max capacity now will all have to be altered at an extreme cost. He spoke on the northeast section where it has been cleared already on the plans and asked how they got a land use variance to alter the neighborhood standard to demolish a house or use for a rear entrance for EMS. Mr. Hughes remarked that he sees the issue with the watering for the plants and claims it will not be water that is treated. He referenced the Misners Branch Bridge and the overweight trucks that will be going over it and asked who will pay the construction costs when it has to be closed down for maintenance. He added that the plans do not include the utilities, and concluded that a person with nothing to hide, hides nothing.

Mr. John Measel, 16 Eagle Court, spoke on not irrigating the buffer and commented that if you do not water grass, you will get nothing but weeds and sandspurs. He added his concern with the traffic diamond and the thought that it will be suitable to add another 500-600 cars daily. He stated that it is not suitable now. Mr. Measel suggested to put a traffic circle and concluded that the traffic will be horrible.

Applicant's Rebuttal

Mr. Merrell thanked the residents for being there and spoke on the number of units that were reduced and stated that it started at 300 and is at 272. He reiterated the

straight zoning concept, the alternative in negotiating the zoning. He referenced the Snyder Case law and stated that it has nothing to do with rezoning of property that is surrounded by the exact same zoning. The limit of what you can ask for was talked about and it was said that you cannot think you are going to get the limit of what the Comprehensive Plan allows. Mr. Merrell referenced Mr. Spraker's report in that the Comprehensive Plan allowance is 4.3 units per acre, 632 units, which was their starting point.

Mr. Merrell referenced Mr. Harowski and thanked him and his input and suggestions on architecture and commented that they did not do all of what was suggested and remarked if the Board wants a particular thing to let the applicants know. On the traffic signal timing, Mr. Merrell remarked that if the light was not put in based on the DOT's timing that they would put the money up to have it built when the permit was issued and Mr. Lassiter will process the FDOT request. Mr. Merrell advised the Planning Board that if they feel differently to make it part of the motion.

Mr. Merrell referenced Ms. Flavia's remarks and stated that they have proposed construction time limits, on the cover sheet of the plan, Monday – Saturday, 7am – 7pm. He advised that it will not be 24/7 and it will not take place on Sundays.

Mr. Merrell refenced Ms. Lauren and Mr. Ned Huhta's inquiries on signage and answered that the plan is to have a sign like what was exhibited at the first hearing, at the entrance to the Tomoka Reserve community, not the entrance to Tomoka Oaks. The City Utility Department will have the answer on reclaimed water. Mr. Merrell stated that they are happy to discuss the types of trees.

Mr. Merrell thanked Mr. Travis for his remarks.

Tomoka Oaks HOA Rebuttal

Mr. Bayer referenced the Board members comments over the last couple of Board meetings that the project is too dense, with no significant reduction, as well as staff's comments on why the Type 6 buffer is appropriate and why it needs to be maintained and irrigated. He remarked that he understands a natural look and does not think it is a natural area with issues. Mr. Bayer spoke on the traffic circle and how it should be a requirement. He added that there has not been any substantive change since the last meeting and based on that he agrees with staff's recommendation of denial with it being time to go to City Commission. Mr. Bayer concluded that he respects the request that it go with the recommendation of the Planning Board of no, that it is not adequate and the way the property should be developed.

Live Stream Update

Mr. Spraker stated that staff is aware the livestream cut out from one link and are not able to re-establish that link. He stated a new live link has been established that is on the city's Facebook page and the city website. He stated he is aware that audience members are getting e-mails and texts and the city Public Information Officer (PIO) is also providing the new link.

Applicant's Rebuttal

Mr. Merrell stated at the end of the day, in response to Mr. Bayer, he pretty much repeated what has been talked about all along which is what to do with the lot sizes and the buffer in terms how it is planted and maintained. Mr. Merrell stated you heard a difference of opinion and they were professional opinions, very well thought out. He stated that there were hopes that the Board listened to them and looked at the

package that was in front of them, because if they said, "yes, but.." Mr. Merrell stated that is the safe route and then the City Commission knows that the Planning Board is willing to say the proposed houses can be built, but on suggested terms. Mr. Merrell continued that if the Planning Board says no for them to say why and explain because there are things in the reasons presented to you that you could say why and that it may not be the type of evidence that is needed to say no. He asked the Board to think about those things.

Break

Chairman Thomas stated that the Board is going to take a break at 8:14 p.m. The meeting resumed at 8:27 p.m.

Board Discussion

Chairman Thomas thanked all of those who spoke and for their input. He stated it is very important that the Board gets that and hopes that they all feel that over the three meetings that they have all been treated with dignity and respect and that true feeling that the Board really does care about their thoughts, wants to hear from them, and considers their opinions. Chairman Thomas stated that he wanted to remind the audience, "we are you - we are no different than you, we are just the volunteer people who sit up here and want to do what is best for our overall community." He thanked the audience for attending and for their participation. Chairman Thomas stated they are bringing the discussion up to the Board and the Board will have the discussion among themselves. He stated that the public hearing is closed, and cannot acknowledge anybody in the audience without the Board asking for them, and commented to please not raise any hands because it is closed for the public participation.

Mr. Jorczak stated that in the staff report it was discussed for the replacement of any of the plantings that may die and the two-year bond being put up to replace those issues. He stated that he noticed in some developments where there are dead trees long after the development has been completed and wondered if the city has any information with respect to developers who are responsible for going to do replacements in a certain time period and what the evidence generally is throughout the community. Mr. Jorczak stated that there have been a lot of developments that he has not gone through after they have been built to see what the propensity is for that to happen irrespective of the information that had been presented as to what it takes for the shrubbery to mature and then survive without any irrigation. Mr. Jorczak inquired if there was any data that could be shared as to an incidence of that happening and the time period to resolve it if another development was under no compunction or no city responsibility to do that replacement.

Mr. Spraker stated that staff does not have any empirical data to answer this question. He stated that typically a subdivision is constructed by a developer with inspections of landscaping at the end of construction to ensure whatever was supposed to be built is there and then it is turned over to a Homeowners' Association (HOA) for maintenance. Mr. Spraker continued if there are complaints about gaps in buffers or dead material, Neighborhood Improvement staff will investigate and look at the approved plans and seek to come to a resolution. The city Landscape Architect is often times included in the review. Mr. Spraker stated that there is a method for enforcement. Attorney Hayes stated that there are conditions in the development order and the obligations for maintenance are with the Homeowners' Association

(HOA). Staff seeks to work with the respective parties to find a solution. Attorney Hayes continued that there are enforcement provisions that code enforcement staff can enforce.

Mr. Jorczak asked if irrigation is a typical part of a development order. Mr. Spraker referenced the example of the Pineland subdivision that used a natural area that did not require new irrigation. He stated that wherever there are landscape plantings there is a requirement for irrigation.

Ms. Shull asked about long-term irrigation for other properties and referenced the applicant's request not to use an irrigation system. Mr. Spraker stated that if it is planted then there is an irrigation system and if it is a natural area, it is already established and no additional irrigation is installed. He referenced the natural areas and wetlands within the Pineland subdivision. Mr. Spraker stated that Tomoka Reserve has areas that will not need irrigation based on the natural areas. He continued that the city Landscape Architect advised that as new landscape material is planted, irrigation is required.

Ms. Shull asked why the plan did not want to include groundcover material and asked Mr. Spraker elaborate. Mr. Spraker stated that a buffer is sought between two developments and the groundcover is a tool to accomplish the buffer. Mr. Spraker stated in staff's opinion, the type 6 is an appropriate buffer. He concluded that if there is a desire to trade groundcover material for more trees or shrubs, that it is possible through the development order process. The groundcover is one of three layers that make up a landscape buffer.

Ms. Shull asked about maintenance and vine maintenance. Mr. Spraker stated that a normal course of maintenance would include managing vines and such material. He explained that he understood that the desire of the buffer is to let it grow natural and that SPRC staff are focused on the gaps in the buffer and filling the gaps. Ms. Shull inquired if the maintenance would be taken over by the HOA. Mr. Spraker confirmed that is correct.

Mr. Scudiero remarked that this is an applicant who appears before us quite often, and the least that can be done is to provide direction. Mr. Scudiero commented that he does not love the plan and did not think that was a secret. He stated that his biggest hang-up is the density. He continued, not just density in general, because of some of the lots being larger throughout the perimeter, commenting at least you cannot always see in other neighborhoods around the city where the density is higher. Mr. Scudiero stated that his concern is the references to the donut, which is not a completely inaccurate description. He stated if you are going to fill the donut in, it has to be with the same material as the rest of the donut. Mr. Scudiero stated his concern here is that the lot sizes, not just lot widths, need to be consistent throughout. He stated that would be his biggest suggestion to the attorney.

Mr. Scudiero added that when you take a neighborhood that is 50 or 60 years old, there is no way to re-create every style of home and architecture as so much has change in that time period. Mr. Scudiero stated that the homes today, even if they are the same square footage, they are vastly different than what was built originally in Tomoka Oaks. Mr. Scudiero continued that it is owed to the surrounding residents to make the development as close as possible – make the donut as contiguous as possible. He added and as consistent as possible. Mr. Scudiero concluded explaining his heartburn is that the development plan does not get anywhere close, especially with the 60' wide lots in the center, to the existing development.

Mr. Railsback commented that he concurred with Mr. Scudiero's comments. He stated that he read the application and all of the submittals. He stated that he previously lived in the Trails and was familiar with this area, which was one of the residents' concerns. He stated that he believed the Board members have a very intimate perspective of that area of the community. Mr. Railsback added that he served on the Quality-of-Life Board and that elements such as traffic and continuity are important to his decision-making process. He stated that in his review he could not ignore the fact that there is an open question of should the property always be a golf course. Mr. Railsback compared it to someone who bought on a lake or on the river and if someone was going to develop a houseboat development behind them. He stated that would invade on their original thought process of where they wanted to live and what they decided to purchase.

Mr. Railsback stated that if something goes in there that is not a golf course, considering the conformity and compatibility discussed and whether concessions were made. He commented that from the perspective of what could go there, 632 units are allowed under the land use and there are other concurrency issues that would pair that number down. Mr. Railsback stated that he is works in the area of HOA/condo unit development and has been thinking of the issues of development and what should of or could have been done that would be better for the surrounding area. He identified parking as an issue. Mr. Railsback expressed concern with so many vehicles with short driveways and two or three cars parking in the street when you have guests. He stated that he did not want this to be an afterthought and wishes there were longer driveways.

Mr. Railsback commented that he would like much less density and how that is his major concern. He offered the estate home concept as an alternative concept that would be more compatible. He continued that it is going to take an established neighborhood with larger lots and homes that are not 7 ½ feet offset from the property line, effectively 156' apart, then something greater than that should be in place, adding that there are no homes in Tomoka Oaks that are 15' apart or that have the same building elevations. Mr. Railsback stated in order to get his support there would need to be enhanced architectural standards that separate similar building elevations and much less density. He remarked that if you have a larger home price per square foot, rather than a ton of smaller homes, you can get to the same range and get a project that is better conforming to the area. Mr. Railsback expressed concerns about the traffic flow, including the thoroughfare leading into Rio Pinar, Iroquois, and Main Trail and out to SR40. He stated it will become a racetrack at different times of the day with safety concerns. Mr. Railsback expressed his concerns with Rio Pinar and North/South St. Andrews Drive. He expressed that a higher density project would provide additional traffic impacts and does not know how that many cars would work through that area.

Mr. Railsback stated he agreed with the donut comments. He stated the new development should be the same design or better. Mr. Railsback expressed support for greater sized lots or a greater size home and the rising tide will bring everything up.

Mr. du Moulin stated he rode his bike from Winding Woods through the area and Tomoka Oaks is a unique community with the houses beautifully maintained with its own character. Mr. du Moulin expressed that he is still shaky on the legal issues on whether or not the former golf course can be built upon. He stated that if the

developers want to be good stewards to their neighbors, the community, and to Ormond Beach that they should consider a larger scope for the housing development. Mr. du Moulin recalled at the last Planning Board meeting that there was a project called the "Enclave" which had larger lots sizes, 12 homes on 26 acres. He stated that the only problem was that it had septic systems and that is not applicable here. He suggested if something was to go on the former golf course, if it legally can go in there, the developers need to expand the acreage per lot.

Mr. du Moulin continued that he was concerned with the traffic and suggests that the traffic studies are flawed. He stated that the Fishkind study was also flawed. Mr. du Moulin expressed additional concerns with the traffic patterns and expressed that the traffic studies do not cut it. He stated the project needs to consider larger lots that would reduce the overall traffic demand and suggested a rotary at Tomoka Oaks Boulevard and Saint Andrews Drive diamond.

Mr. Jorczak stated that he has spent a considerable amount of time reviewing this project and concurs that it is unique. He expressed a concern that the proposed houses would be cookie-cutter homes which is quite a bit different than the existing neighborhood surrounding the project. Mr. Jorczak stated if this project were 5 miles from the center of town, it may be appropriate, but this is dropped into an existing residential subdivision that has an atmosphere. Mr. Jorczak stated that he understood the business model that the developer is working with and what homes that they believe that they can sell. He commented that the elephant in the room for him has been the change in lot size. Mr. Jorczak stated that this property could be even better than the existing Tomoka Oaks homes. He encouraged the developer to take a look at other potential economic models with larger lot sizes. Mr. Jorczak continued that the former golf course is such a unique piece of property and how he would like to see what is already there expanded as opposed to a standard development model.

Mr. Jorczak expressed concerns about traffic from the project and traffic in general. He stated that traffic is a common issue that happens everywhere - the infrastructure does not catch up to the level of development. Mr. Jorczak continued that traffic is astounding and getting worse by the year, and it will continue to get worse. He stated these elements have to be dealt with in a fashion to minimize the effects, including the use of larger lots. He stated that both issues of traffic and density can be helped with larger lots. Mr. Jorczak commented that the land area's limited access should also be considered. He stated that there is not one project before the Planning Board that has not discussed access. He acknowledged that the property will likely be developed in some residential fashion. Mr. Jorczak stated that density, traffic/safety, diversity of building styles, and compatibility with the surrounding neighborhood are all key issues and concerns. He concluded that the comments of the other Board members are valid comments and there needs to be a better job of mitigating the impacts of this development than what is in front of them.

Mr. Galloway commented that he wanted to be clear that he has friends, professionally and long term, on both sides of this equation. Mr. Galloway stated to the resident who asked about the board members familiarity with this area, that he and his family have spent a lot of time in Tomoka Oaks and the Trails.

Mr. Galloway stated he has done research in relation to this application and lots being built in this area. The first thing is that not a single developer has been able to develop to maximum land use density allowed. He added that it seems that developers ask for the moon and we pull back the density. He stated that 60 to 70 percent of the lots that

his company pulled were between 55' and 65' in width. He continued that 30 to 40 percent were 70' to 80' in width. Mr. Galloway stated that they could not find any new subdivisions with 100' wide lots. He stated that a 50' wide lot would probably cost the builder $100,000 today. There are no more $25,000 lots. Mr. Galloway continued that a 100' wide lot, not on the water, would likely cost between $185,000 and $250,000, and then there is the cost of the house construction.

Mr. Galloway recalled he did a tape measurement prior to the meeting and the buffer would go from the stage to the curtain at the end of the seating area. The new house would have a 30' setback, plus the 50' buffer, and the Tomoka Oaks 25' setback. Mr. Galloway stated that there would 115' from house to house. He commented that he never has seen an inner-city neighborhood have that much space between the back of the houses. He expressed his concerns including the potential of neighbors to take down trees.

Mr. Galloway stated that the applicant did what he had asked of them by putting in a combination of lot sizes. He remarked that what they did not do was listen. He continued expressing that everyone has property rights – the developer has property rights and homeowners have property rights – what they did not do was listen to the neighborhood. Mr. Galloway stated that he could vote for this project if it had less density. He continued that he thought that the project would come back with 220, 230, 240 – maybe 250 lots. Mr. Galloway stated he was a little shocked and a little disappointed that the number of lots was not less. He stated he is not sure if they are still asking for the moon or if they will take what the City Commission will give.

Mr. Galloway commented that he believed that something would be built on the property. He continued that there is always an ability to buy property, at the right price, and encouraged residents to continue the purchase option. Mr. Galloway encouraged the HOA and residents to pursue a purchase through a community development bond over 30 years. He stated it would cost about $129 a month per homeowner and that they can buy it. He asked the audience how many individuals would be willing to participate in a purchase. Mr. Galloway stated if the residents bought it, they could decide what to do with the land. He continued to encourage the residents to seek to buy the property. Mr. Galloway concluded that he is for this project, but not at this density.

Mr. Jorczak asked if every single lot was 100' in width, what would that do to reduce the density in terms of the number of lots as it currently sits. Mr. Spraker stated he believes that the applicant has done an analysis and would prefer that the applicant address this question. City staff have not reviewed any plans where all lots are 100' in width. Mr. Spraker speculated that between 280 and 300 lots would be possible. Mr. Spraker stated the applicant would likely have a better answer.

Mr. Jorczak clarified that all the other parameters would be the same. Mr. Merrell questioned which perimeters and Mr. Jorczak stated all of them. Mr. Merrell replied that they have a plan adhering to the Land Development Code that allowed 300 lots. Mr. Jorczak stated that he is not talking about the code. Mr. Merrell continued that the project engineers developed a code compliant plan for the benefit of the property owner and the answer is 300.

Mr. Jorczak stated that he is looking for the 100' wide lot within the context of the PRD application, including the buffer and recreational area. Mr. Merrell stated the question mixes apples and oranges. Mr. Merrell stated a 100' wide project would utilize a different set of standards other than the PRD and the buffers and recreation

areas. Mr. Jorczak stated his fundamental question was within the PRD development plan, if the lots were all 100' in width, what the total number be. Mr. Merrell replied that they do not have the answer to that question and concluded that they mixed the lots up and brought the other things along – these all go together.

Attorney Hayes stated that the lot number question would require other site-specific analysis which is not before the Board tonight. He continued that if it is of belief that the density is too much on this project, then the Board can talk a little bit about it, but that it is a development application under a PRD zoning. Chairman Thomas sought clarification if the question was to maintain the PRD site plan layout and require a minimum lot size of 100' in width and depth. Mr. Railsback stated it would be approximately 240 lots based on the existing lot areas in the site plan. Mr. Galloway questioned if that impacted the buffer. Mr. Railsback replied with the calculated lot sizes in the site plan (60' X 125' and 80' X 125') and then divided by 10,000 square feet which came to approximately 240 lots. Mr. Galloway confirmed that there would still be a 50' buffer.

Ms. Shull reviewed the case studies provided about other golf courses provided by the applicant. She stated the studies looked good with a 9-hole course and how one golf course added estate homes. She continued that one in Boca left the part of the golf course and added a 55+ community with 120 homes. Ms. Shull stated that other things can be done with the property. She expressed that she understood the intention was not to rebuild a golf course. She stated that the other densities are not anywhere near what is being proposed. She stated that she concurred with other board members on the density. Ms. Shull expressed concern that traffic is going to be too much, concerns with children in other neighborhoods with no sidewalks, Tomoka Reserve cut through traffic. She stated that no matter what is said, that it is 600 more cars. Ms. Shull added that the stoplight is an issue and commented that the traffic signal should be in place before the homes are finished, just as the WaWa did the traffic signal first.

Ms. Shull stated that the density is a big concern and how the buffer needs to be installed as a type 6 with irrigation. Ms. Shull remarked that the HOA should not bear the burden of future buffer costs. She added that the ground cover needs to be installed.

Ms. Shull stated that she does not like the different lot sizes of 60' and 80' in width and explained that the lot widths need to be larger. She continued that the length of the driveways and having options for side entry garages are important for neighborhoods. Ms. Shull concluded that if there is not enough parking, individuals will park on the street and the community will not look good.

Chairman Thomas stated that the traffic engineer for the project does a very good job for traffic studies, but the system is so flawed that it is unreal. He continued that the studies are not reality, totally not reality. Chairman Thomas stated the density is a concern, as well as the traffic with the biggest problem coming out Main Trail to West Granada Boulevard. He stated this will be a nightmare. He stated that when the school is rebuilt and how right now coming out of the Trails where there is no bus pickup for elementary kids so they are either taken by their parents or riding bikes – most will go by car. Chairman Thomas asked the traffic engineer if they did the traffic study at school hours with the elementary school at Main Trail to West Granada Boulevard and commented that he doubted it. Chairman Thomas acknowledged the traffic engineer nodded yes, that the study was done. Chairman Thomas stated that people are not going want to wait the time they are going to have to wait because of

the way that intersection is right now you have going out to Granada. He stated that you have people wanting to turn right and you have people wanting to go straight and people wanting to turn left. He continued if somebody wants to turn left, nobody will be able to go anywhere. Chairman Thomas stated especially when school is coming out after people drop their kids off in the morning and people are still trying to get there and to the little Christian School to the west on Granada Boulevard that also has people stacked up waiting to turn right. Chairman Thomas stated that the traffic nightmare in his opinion is not going to be at Tomoka Oaks and Nova Road, but it is going to be a nightmare because people coming out of Tomoka Oaks now are going down on Rio Pinar and turning on Main Trail or on Iroquois. Chairman Thomas stated that the school will have more kids going to it because the school will be bigger. He reiterated that traffic will be a nightmare. He asked who will pay for needed improvements at the intersection and asked if the developer is going to pay for the intersection improvements.

Chairman Thomas asked the acreage of Tomoka Oaks minus the Tomoka Reserve property. He stated that there are over 500 homes in Tomoka Oaks. Mr. Spraker recalled there was a density analysis provided that showed Tomoka Oaks had a density of 2.09 units per acre. The acreage would be 547 homes divided by 2.09 units per acre.

Chairman Thomas stated that he has a problem with the density that has been discussed several times. He agreed with the applicant that there is a demand for 50 and 60' wide lots, but he did not believe that this demand is in the heart of an existing development of 100' wide lots. Chairman Thomas recalled he was on the Board in 2006 and the development plan at that time saved the golf course, allowed 117 condominiums, and three single-family lots. He stated that the 2006 approval recognized the property as a collection point of water to recharge the aquifer. Chairman Thomas stated that he understands times have changed, costs have risen, and housing types have changed. He stated that he wished the project team could come back with a plan similar to the 2006 plans because everyone got what they wanted.

Chairman Thomas added that 117 units will not work and now he can understand 220 to 230 residential units. Chairman Thomas stated that this is zoned as PRD now and it does not necessarily need to change.

Attorney Hayes asked to summarize a few points before answering the question. He stated this is a legal proceeding and there are rules that do apply and explained the Planning Board-role as a decision maker to weigh the competent and substantial evidence that was described at the July meeting. He stated the role of the Planning Board to weigh the testimony provided and determine which evidence is more credible. Attorney Hayes stated the initial burden is on the applicant to establish the application is consistent with the Comprehensive Plan and the requirements of the Land Development Code. The Planning staff's report is part of the evidence to consider. Attorney Hayes continued that application tonight is for a development within the Planned Residential Development zoning designation. The R-2 zoning district is not applicable tonight and may be a future application, but it is not before the Board tonight.

Attorney Hayes stated he wanted to point out some observations and his comments are not testimony. He continued that his role is to provide legal advice and counsel.

Attorney Hayes stated this is a unique piece of property and Tomoka Oaks was designed around this golf course and provided the following observations:

- Tomoka Oaks had an R-2 zoning designation;
- The R-2 zoning district also applied to the former golf course property for decades. The golf course operated for decades. He stated one may ask why was it not zoned separately. Attorney Hayes stated no additional zoning was in place because of restrictive covenants;
- The restrictive covenants for the former golf course were released by the HOA. The protection went away and the land continued to operate as a golf course;
- There was an application in 2005/2006 to rezone the golf course property from R-2 to PRD. This was reviewed by the Planning Board and approved by the City Commission. The approval allowed 119 multi-family units and three single-family units and certain conditions such as a covenant to restrict the use to a golf course with development;
- The 2006 development order expired with no construction. The 2006 covenant for use as a golf course was never recorded.

Attorney Hayes stated that these demonstrate the unique characteristics of this property. He continued that it is another application for development under the PRD zoning. He stated that there is probably a difference in why it is not separated out in the early years as described and how it is his speculation and it can be taken it for what it is worth. Attorney Hayes explained where the Board was and that the Board has to weigh the competent and substantial evidence and if the application is consistent with the Comprehensive Plan and the requirements of the Land Development Code. The initial burden is on the applicant and it shifts over to the HOA. Attorney Hayes stated that the Board gets to make that final determination.

Attorney Hayes stated that if the Board does not believe the application meets the criteria then the motion should be for denial. If it is believed to meet the criteria, then the motion should be for approval, and if it falls somewhere in between, a creative motion can be made, including a denial, and provide conditions. Attorney Hayes concluded that the Board has discretion, because as stated by the applicant, this a negotiated development order.

Chairman Thomas asked if there is a legal requirement if this application does not go through, does the city have to re-zone the property. Attorney Hayes stated that there is no rezoning application before the board. He continued if the Planning Board and the City Commission deny the current application, the question becomes what options does the applicant have. Attorney Hayes stated the applicant can present another PRD site plan under the PRD zoning or they can file an application to rezone the property to R-2. Attorney Hayes stated the rezoning to the R-2 is not before the board tonight.

Chairman Thomas stated he wished the applicant presented something like 2006 with some higher housing numbers. He stated at this point that he has major problems with the application.

Mr. Galloway asked Mr. Railsback what number he calculated if all were 100' wide lots. Mr. Railsback responded 240 lots. Mr. Railsback replied that it could be a little more or less based on the geometry of the property.

Mr. Galloway inquired about his interest of entertaining a motion of accepting the proposal with comments from staff for 240 homes. He stated that would give the applicant a message of where we stand and he always states that he would like to see the lot range between 220 and 240 lots. Attorney Hayes replied that the motion would require new data. Attorney Hayes commented that from what he was understanding the concern is the density. Attorney Hayes continued that a recommendation can be made for denial with details of the reasons for the denial motion so that there is a good factual basis for the recommendation. Attorney Hayes stated the detailed reasons or conditions would allow the applicant to make a decision of how they will move forward or pursue an application to R-2.

Mr. Galloway withdrew his motion.

Chairman Thomas stated his desired range was 220-225 lots. He discussed other lot range potentials and stated he would set the lot range low. He remarked that the City Commission would have some idea of what the Planning Board thought was appropriate and added at 250 lots, it is only a reduction of 22 lots.

Mr. Galloway stated he was putting a lot number out there to let the applicant know the current plan is too many lots. He commented that the City Commission will make the final determination. Chairman Thomas stated it would be in the minutes that they were looking at 220 units. Mr. Jorczak commented that if there is a denial tonight, the number is out there. Mr. Jorczak stated if the applicant wants to go to the City Commission, they can adjust the number to some extent.

Attorney Hayes stated that the Board can approve a motion with reasonable conditions. He added that the question then becomes what is reasonable based on the testimony and evidence presented. Attorney Hayes continued that it appears to that the Board does not like the density and desires something less. He stated that his recommendation is to make a motion to deny and state the reasons into the record this way the applicant has items to consider as they move forward and consider what the Board has stated.

Mr. Railsback stated that what the City Attorney and the applicant are asking the Board to do is to tell the reasons why the Board is denying the application. He provided an example that the Board denies the project because it is more than 230 units, the lack of a rotary circle, and the lots were not a minimum of 100' in width. Mr. Railsback commented that with the recommendations, the applicant could consider the revisions for the City Commission hearing.

Ms. Shull stated that she did not know that every little detail, the sprinkler system, the things that the Planning Department has said, could be put into a motion and expressed that those are the things that the Board would like taken care of. She added that that there was a lot in there that they do not know if it has been taken care of yet because the Planning Department has not had an opportunity to go over it. She continued that they have not had the opportunity to run the numbers to see how many 100' lots could go in there. Ms. Shull concluded that for them to sit there on a calculator and figure that it is around 220 is not a good way to put into a motion.

Chairman Thomas stated that this is true and he could go for no irrigation if the developer would pass the two years and maybe go to 5 or 7+ years that they would guarantee that those would last.

Ms. Shull stated that the motion is going to be three pages long. She stated that the City Commission will know what was discussed, read the notes, and know the points

of concern. Ms. Shull suggested a motion to deny and to please read the Planning Board minutes.

Chairman Thomas stated he believed that each City Commissioner or Mayor that appointed will be calling and seeking information from board members and that is totally legal. He stated that he knows that his commissioner talks to him about a lot of decisions made by the Planning Board.

Attorney Hayes reiterated what he heard and expressed that if he is wrong, for the Board to correct him. What the Board does not like as a basis for denial is:

- Density – believe that it is too much. There was talk about fuzzy numbers that the Board may be comfortable with under an appropriate plan;
- Traffic analysis is flawed based on evidence and testimony that you have heard and in the Boards own experiences;
- The traffic triangle should be a traffic circle; and
- The buffer and whether it should be a natural buffer or some other form of buffer and whether that buffer should have irrigation of some form.

Attorney Hayes asked if there were any other items.

Chairman Thomas stated a concern is the Main Trail and West Granada Boulevard intersection. He continued that is going to be a major problem. Attorney Hayes replied that would all be supported by the minutes and the record.

Attorney Hayes stated that if a motion is made with those parameters based on the evidence in the record that the application could be moved on up to the next level which would be the City Commission. He stated that the City Commission would take all the information under advisement, as they always do, and they will make their own determination after a legal proceeding just as this.

Mr. Railsback asked if the variety of elevations was included. Attorney Hayes stated that it was not, but that it could be included but not necessarily limited, because there are so many things. He reiterated that the Board's recommendation is advisory to the City Commission.

Chairman Thomas asked the Planning Director when the meeting minutes are written up and with the recommendation of the Board, if a synopsis could be included of the reasons that the vote was to deny it so that it would be in print that goes to the Mayor and City Commissioners.

Mr. Spraker explained that the way the minutes are done is more verbatim than a summary so that the entire scope of what is being said is reflected. He continued that staff always does a summary, usually brief, that hits the highlights. He concluded that yes, the minutes can reflect exactly what was said.

Mr. Scudiero stated that he would like to make a motion and if there is a second they can each give their articulated reasons both for the record and for the applicant's benefit.

Board Motion and Discussion

Mr. Scudiero motioned to deny PRD 2022-043, Tomoka Reserve – Issuance of a Development Order. Ms. Shull seconded it.

Chairman Thomas announced that the Board was going into discussion.

Mr. Scudiero stated his summary of concerns:

- Density;
- The plan that the applicant has come up with the buffers;
- An improved traffic rotary at the entrance;
- Instead of the 60, 80, 90 and maybe 100' wide lots, they want them all to be 100' in lot width, just like the rest of the neighborhood.

Mr. Railsback added the desire for a variety of house building elevations, including colors and roofing materials. He stated at least the minimum in the application and if a greater separation was given, his thought was that was another carrot for the City Commission.

Ms. Shull stated her issues are:

- The buffer, a desire to see a type 6 buffer;
- Would like to see the irrigation system to go in;
- Traffic signal to go in;
- Not sure about the diamond and roundabout. She noted that traffic study with the fire truck trying to get around that thing and it bothered her;
- Lot sizes are too much. The 60' wide lots are too crammed into that little space and it does not conform to the rest of the neighborhood that is already there;
- The gated community was a positive; and
- The main thing is the density because of the traffic.

Mr. du Moulin stated that he is concerned with the proposed lot sizes and the rotary.

Mr. Jorczak stated the elephant in the room for him has always been the density and he thought that it had been addressed. He added that he would like to see something less for the lots than what Mr. Railsback calculated in terms of how that is going to fit within the existing community. Mr. Jorczak discussed the architectural styles that the Board talked about and expressed that it would be nice if there was something better defined as to what the flexibility would be. He stated that he supported a no vote and concurs with what the city staff has recommended with respect to irrigation. Mr. Jorczak commented that he would recommend beyond what they had indicated in terms of just the perimeter lots being 100' in frontage. He continued that he believed that there is far less density of homes. He stated what the developer wants to do with respect to reducing that and seeing whether he has an economic model, is something that they will have to work with. Mr. Jorczak concluded that the way it is proposed today, he would vote for denial.

Mr. Galloway stated that he has a problem making them all 100' in width because of the lot radiuses with no way to get 100' wide lots on a curve. He added that he is okay with 100' wide on the back side of the lots. Mr. Galloway stated that he believed that there needed to be a flexibility of 80' and 100' wide lots. He concluded that you cannot get a 100' wide lot in a circle.

Mr. Jorczak stated that you can go above 100' in lot width and that he believed that the fewer number of homes would be better.

Mr. Galloway stated that he thought that it could be done with a combination of 80 and 100' wide lots. He stated that he would hate to tie-string them with 100' wide lots.

Chairman Thomas asked if Mr. Galloway was going to put a ratio on that, and said that what he looked at was that there was ten 100' wide lots and a few 80' wide lots. Mr. Galloway stated that he did not believe that a ratio was needed and that they should let the engineers analyze that. He stated that you can say that there should be more 100' wide lots, but you cannot tie somebody down to put all 100' wide lots in.

Mr. Railsback suggested making the lot deeper with a minimum of 10,000 square feet (80' X 125'). He stated that if you have to squeeze an 80' wide frontage lot, then it needs to be deeper. Mr. Galloway concurred and commented that the Board was doing the schematics and are not engineers. Chairman Thomas stated what we are is neighbors. Mr. Galloway concluded that in this type of property you cannot make all 100' wide lots.

Attorney Hayes sought to refocus the Board. He stated that there is a motion and second for denial. He continued that most of the comments are consistent and some are a little different. Attorney Hayes explained to the Board that you can incorporate the comments as part of the motion and second for supporting purposes of the motion to deny. He stated that these comments are not going to tie anything down specifically. Attorney Hayes restated that the Board's action is a recommendation. He stated if the maker of the motion and the seconder is okay incorporating those comments as a supporting basis for the motion to deny, all of that information would go up to the City Commission.

Chairman Thomas asked for a point of clarification if any member of the Board can call any City Commissioner or Mayor. Attorney Hayes confirmed that there is no Sunshine Law requirement for a member of the Planning Board communicating with a member of the City Commission. Attorney Hayes stated that Planning Board members cannot talk with each other.

Mr. Railsback stated for the minutes that he would like to see longer driveways as parking in the street is going to be an afterthought and that he would be remiss if he did not bring it up. He continued that he is okay with deeper lots and believes that two or three spots are needed plus the garage, not one car hanging into the road.

Attorney Hayes stated that he saw the maker of the motion and the seconder nod their heads to incorporate the item as a supporting basis for the motion.

Chairman Thomas asked if Attorney Hayes had his concerns on the list. Attorney Hayes responded that he did.

Chairman Thomas stated that there is a motion and a second. He stated that the Board has had discussion and asked the recording technician to call the vote. Mr. Galloway asked the motion be repeated. Chairman Thomas stated the motion was to deny the application. Attorney Hayes confirmed that the supporting basis in the Board comments are incorporated. Chairman Thomas asked the recording technician to call the vote.

Vote was called:

Mr. du Moulin: Yes, to deny.
Mr. Scudiero: Yes.
Mr. Railsback: Yes.

Mr. Galloway: Yes.
Mr. Jorczak: Yes.
Ms. Shull: Yes.
Chairman Thomas: Yes.

The motion for denial was approved (7-0).

Chairman Thomas stated that when the Planning Board first started at the first meeting, he told them that this is one of the top five decisions that he had ever been involved in at the Planning Board. He stated that it can now be moved up to the number two slot. Chairman Thomas stated that the only one that proceeded it was voting to tear down the Ormond Hotel to which he regrets to this day.

Chairman Thomas thanked the audience for their patience and courtesy. He stated that these have been the biggest meetings they have had and that they are probably one of the nicest, most respectful groups ever. He stated there has been no hollering or hooting and that he thanked the audience for that because they made the Board's job easier.

VII. OTHER BUSINESS

No other business was discussed.

VIII. MEMBER COMMENTS

No member comments.

IX. ADJOURNMENT

The meeting was adjourned at 9:42 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Marcella Miller.

M I N U T E S

ORMOND BEACH PLANNING BOARD

Regular Meeting

September 26, 2023 6:08 PM

Calvary Christian Center
1687 West Granada Boulevard
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present	Staff Present
Angie Shull, Vice Chair	Claire Whitley, Assistant City Manager
G.G. Galloway	Steven Spraker, Planning Director
Al Jorczak	Cara Culliver, Landscape Architect
Mike Scudiero	Robin Gawel, Senior Planner
Barry du Moulin	Sarah Cushing, Senior Planner
Troy Railsback	David Allen, Planning Civil Engineer
Doug Thomas, Chair	Randy Hayes, City Attorney
	Marcella Miller, Recording Technician

II. INVOCATION

Chairman Thomas led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. APPROVAL OF THE MINUTES

Mr. Jorczak motioned to approve the August 21, 2023 Minutes. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas opened the Public Hearing.

Attorney Hayes explained the continuation of the August 21, 2023 Planning Board meeting on Tomoka Reserve. Recommendations were made by staff, Planning Board, and the HOA attorney to allow more time to analyze the previous set of new plans. Tonight, the Planning Board can make a recommendation to the City Commission or request additional information. Attorney Hayes added that the recent material submitted, according to the applicants, is consistent with the Comprehensive Plan and Land Development Code (LDC) regulations and staff disagrees and recommends that the application be denied. He concluded that the witnesses are not required to be re-sworn and directed for those wishing to speak to announce their name and whether or not they have been sworn in.

Chairman Thomas and the Planning Board discussed the allotted speaking time for residents and audience members and it was determined to allow three minutes per person. Chairman Thomas opened the public hearing.

VI. PUBLIC HEARINGS

A. PRD 2022-043, Tomoka Reserve – Issuance of a Development Order – continuation of the July 13, 2023 meeting

Staff Presentation

Mr. Spraker, Planning Director, thanked Calvary Christian Center for hosting the meeting and stated that the application is for the issuance of a development order for the Tomoka Reserve subdivision, at 20 Tomoka Oaks Boulevard. He continued that the existing land use is "Low Density Residential" and the existing zoning is Planned Residential Development (PRD). The zoning district does not have a development order associated with it any longer and has since expired, the reason for the public hearing.

Mr. Spraker continued that the project has gone through two pre-application meetings, the Site Plan Review Committee (SPRC),a neighborhood meeting, and today, the third Planning Board meeting. Mr. Spraker stated that if there is a recommendation tonight, the tentative City Commission meeting date will be November 07, 2023 at Calvary Christian Center. Mr. Spraker explained the issuance of a development order review process. A PRD is a zoning document that shows lots, landscape buffers, open areas, recreational areas, and architectural standards. A PRD does not require engineering construction plans that include stormwater and utilities, which will come later with a preliminary plat. The preliminary plat would go through a neighborhood meeting, Planning Board and City Commission.

Mr. Spraker displayed a recap of the July 13, 2023 site plan with the proposal of 276 units, a mixture of 50', 60', 80' wide lots. He explained the August submittal that was before the Planning Board, with a mixture of 60', 80', 90', and 100' wide lots, but because it was submitted after it was advertised, it required a new public hearing. He continued that the applicant agreed with some SPRC recommendations, including

the building coverage, setbacks, note for lot separation, Tomoka Oaks diamond improvements, sidewalks on both sides of Tomoka Oaks Boulevard, neighborhood meeting for the preliminary plat, the timing of the traffic signal, updated architectural design language and the removal of the cut-through of amenity space parking area.

Mr. Spraker stated that a new site plan was submitted on September 06, 2023, and the changes are primarily the mixture of lot sizes along the perimeter of the boundary of the project of 80' wide lots and interior, 60' wide lots. Other aspects of the site plan that did not change were the gated vehicular access of the subdivision, it is not in the wetlands or floodplain. Mr. Spraker added that other characteristics that did not change were the environmental assessment provided, the 34 acres of natural preservation, recreational areas, 50' buffer around the site, preservation of historic trees, the school concurrency and Traffic Impact Analysis provided.

Mr. Spraker stated that the two remaining key issues are the perimeter lot sizes and the material and irrigation of the 50' buffer. The SPRC continues to recommend 100' wide lots on the perimeter where the site plan shows 80' wide lots as the former and surrounding zoning district of R-2 are 100' wide lots.

Mr. Spraker continued that the existing conditions today with the 3.3 mile buffer in the planting plan states that there are native trees and shrubs that will provide screening between the existing homes and the proposed development. Another existing condition is the existing vegetation to be able to use and gaps of landscaping to be planted, and 70 percent of the 50' buffer with trees and shrubs for visual screening. Mr. Spraker stated that the proposed plan shows that the buffer shall be 50' wide containing five trees and 50 shrubs. No groundcover was proposed in the plan. The existing vegetation would be used for gaps of landscaping to be planted. Mr. Spraker added that watering would be provided by a large water tanker truck, not permanent irrigation. The plan offered a maintenance bond for two years and requires an 80 percent survival rate to release the bond.

Mr. Spraker delivered an overview of staff's recommendations, including the City's Landscape Architect, of a type 6 buffer of seven trees, 70 shrubs, and 70 ground cover plants. The proposed plan does not meet the visual screen requirement of the LDC. He stated that staff is supportive of the use of native/xeric plantings. He added that that the irrigation by water tanker truck does not comply with the LDC. Mr. Spraker expressed concerns with the fact that the watering plan shifts compliance to the future HOA. It can involve additional maintenance and costs, as well as the 2-year bond and 80 percent survival plant rate.

Mr. Spraker reviewed the correspondence that was received and that was also included in the meeting packet. Some of the correspondences included the compatibility with the existing Tomoka Oaks, property value concerns, loss of quality of life, traffic concerns, golf course perpetuity and related uses, the existing configuration of the diamond intersection, Tomoka Reserve HOA concerns, wildlife concerns and buffer concerns.

Mr. Spraker delivered an overview of the Planning Board review criteria consisting of the application submittal, staff report, SPRC comments, written correspondence provided, criteria of the LDC contained within the staff report, and testimony provided at the Planning Board public hearing. He stated that staff recommends denial of the proposed site plan for the issuance of a development order, based on the

perimeter lot sizes and the buffer planting plan. Mr. Spraker continued that if the Planning Board believes that it is appropriate they can recommend approval. Either recommendation of approval or denial goes to the City Commission for the final decision.

Applicant's Presentation

Mr. Rob Merrell, Esquire, Cobb Cole Attorneys at Law, representative for the applicant, stated that Mr. Don Spence will speak again on the buffer and Mr. Michael Hoteling, on the lot widths, the two key issues. Mr. Merrell recapped on the PRD due to its custom zoning for the property. He asked the Board for suggested items in negotiation for an agreement.

Key issue: Buffer:

Mr. Don Spence, Master Arborist/Native Plant Expert, Ph.D., Native Florida Landscapes, explained that he has been working with landscaping and native design for 25 years. Three years ago he completed a tree survey for the property and beginning in January, started work on the buffer plan. Mr. Spence stated that it is based on a low density residential and a buffer planting plan that had three or four plants to fill in gaps along the shrubs. He continued that several months later, they got pushback from the City as they wanted a type 6 buffer. He explained the reasons that the team felt it was not appropriate as a type 2 buffer is outlined for low density residential. A type 2 buffer is three trees and 30 shrubs. The team proposed a bonified, meaningful type 4 buffer with five trees and 50 shrubs, to fill in the gaps to provide visual screening between the existing homes and the homes that are proposed to be built. Mr. Spence expressed his concern with the said irrigation requested, as the existing trees and trees to be planted are native and once established over the next six to seven months, will not need it, same as the existing buffer that is not being watered. He stated that the goal is to plant plants that mimic the existing trees in the buffer, claiming that if the tree dies it will be replaced per the two year bond.

Mr. Spence continued reviewing the buffer planting plan and stated that the 50' wide buffer, that would be managed by the HOA, if there are tree problems would not be able to plant across the entire buffer due to many of the homes having fences or walls. In the plan, the center 20' of the buffer would be the planting zone. He continued that trees and shrubs need full sun and cannot be planted underneath of canopies. Mr. Spence stated that space is needed for access (15' on the development side and space for neighbors on the backside). He added that access is needed behind the property lots of the homes built to manage trees and any invasive plant problems, therefore cannot plant across along the entire width of the buffer. Mr. Spence reassured that the plants will be watered and made sure of their survival at 100 percent from the initial plan of 80 percent, after two years. The site will develop in phases and the bonds will follow in phases and long-term maintenance will be driven by the legal agreement that the HOA develops. Mr. Spence reviewed a table that explains the watering phase for the trees and shrubs and stated that the plan meets and exceeds what the University of Florida recommendation is. He continued that they are not willing to dig up the buffer for ground coverings and feel it does not add to the visual screening. He pointed out that a water tanker truck is in the plan for irrigation and backed up his point with the LDC guideline specifying that if using native/xeric plants a permanent irrigation system is not required. Mr. Spence concluded that there is no standard for a type 6 buffer being applied in a residential setting and no example of an industrial buffer design against residential.

Mr. Merrell stated that the proposed buffer plan is well founded and innovative, concurring with Mr. Spence, and added that a permanent irrigation system would tear up the manicured grass.

Key issue: Lot sizes:

Mr. Michael Hoteling, MAI, Managing Partner, Moody Williams Appraisal Group, stated that he has been appraising commercial, residential, subdivision type properties for 20 years. He spoke on the appropriateness of the lot sizes and stated that most of the lots of the homes being proposed are 2,100 to 2,900 square feet and most of the lots that get sold are between 60' wide and 80' wide, with some 100' wide. Mr. Hoteling commented that this will be a nice subdivision where the homes can range from $600,000 to possibly over $1 million. He added that when pricing the homes in Tomoka Oaks three weeks ago, there were no homes for sale that exceeded $700,000, except for those along the water. Mr. Hoteling concluded that what is being proposed to be built will add value to the existing development and not detract from it.

Mr. Merrell stated that the alternative to the custom zoning is straight zoning. The subject property is low density residential in which the zoning classification does not have all of what is being offered through the proposed project. He explained the reason it was decided to go through the PRD process and propose the combination of lots is because the market does not do 'Tomoka Oaks lot sizes' at 100' by 100' anymore. Mr. Merrell added that the applicants wanted the mixture of lot sizes starting at 50' wide lots and a larger landscape buffer for separation. The minimum guidelines for the landscape buffer is required to be 50' and if adding all of the green around the outside it is an average of 129' of greenspace between both properties. Doing straight zoning at a 6' buffer requirement as opposed to the 129'. The straight zoning would have also offered only two trees and 20 shrubs as the landscaping buffer requirement. Mr. Merrell added regarding outdoor recreation, and the open space and parks, that they are a concession as part of the negotiating PRD. Mr. Merrell referenced the architectural standards and how the applicants listened to the neighbors and their dislike of cookie-cutter homes. He touched on the pedestrian connectivity being volunteered, stating that they would add sidewalks out to Nova Road. Mr. Merrell concluded that something is going to be built, whether based on custom zoning or straight zoning.

Board Questions of the Applicant

Mr. Scudiero asked what the average lot square footage is in the existing Tomoka Oaks development versus what the perimeter lots would be with the 80' wide, 90' wide, and 100' wide lot range.

Mr. Dwight Durant, Zev Cohen & Associates, stated that what is being proposed are 80' wide by 120' deep lots, approximately 10,000 square feet, and the existing typical Tomoka Oaks lot is 100' by 120', approximately 10,000 to 12,000 square feet. The inside lots are approximately 7,000 – 8,000 square feet. It was discussed that some of the proposed lots have a different rear width and can be above 10,000 square feet.

Mr. du Moulin inquired about the proposed irrigation of the buffer and if there is a specific amount of time that the water tanker truck would irrigate. Mr. Merrell replied that the detailed proposal and plan is in the board packet materials.

Chairman Thomas asked about the different proposed façades of the homes and asked for clarification on if it is every 4th house before duplicating the same façade,

expressing that he does not like every other house repeating the same design. He added that currently in Tomoka Oaks you will not see two houses within 200', 300' and 400'. Mr. Merrell replied that the same façade cannot be next to each other or across the street, and urged Chairman Thomas and the Board to be specific in what it is exactly that they would like to see. Mr. Merrell clarified that the applicant is not trying to recreate or replicate Tomoka Oaks, an older product and design, but bring forward the quality and variety that they have asked for.

Mr. Railsback referenced the elevations and colors of the homes and stated that they should be not 'cookie cutter' in design. He asked what is being done for the softening of the diamond and if it will be a roundabout instead. Mr. Merrell relied that the diamond is proposed to be reconfigured to an amoeba shape, with rounded corners, allowing better flow for vehicles, including buses, as well as adding landscaping in the island.

Mr. Jake Stehr, Zev Cohen & Associates, read the material included in the recently submitted plans that stated architectural variations in the variety of house sizes designs in the neighborhood is encouraged to facilitate it so that the two adjacent homes on the same side of the street as well as the house across the street and its two adjacent homes have to have a minimum of three different design elements of the following ten elements.

Ms. Shull asked if the plan was referencing different design elements (example brick and siding) or if the whole house is different. Mr. Stehr answered elements such as roof pitch and roof type, the skin/exterior finish material, color, garage orientation and size, porch size and location, number of stories, window sizes and shapes, window location and decorative elements. He concluded that houses cannot be mirrored across the street from one another and that options will be given to future home buyers.

Mr. Galloway asked for clarification on the buffer. Mr. Merrell explained that their idea is to leave the places that already have bushes and trees alone. The reason for not wanting to lay groundcover down is to avoid tearing the ground/landscaping up and put wild landscaping in. Mr. Merrell added that if landscaping was put in along the entire 50' buffer it would not be able to be accessed and maintained, according to Mr. Spence.

Mr. Jorczak inquired about what the average required time for the trees, based on size, that is going to be planted to be able to provide 100 percent screening in all of the areas that trees have not been supplied to fill the gaps. He commented that it will determine if it will be three, five, or ten years before the trees will provide the screening. Mr. Spence replied that different trees grow different ways and it is hard to tell. The trees are designed to provide a canopy and the shrubs will provide the visual appearance between the homes. There is not going to be 100 percent complete vegetative screening, as the code only calls for 40 percent. Mr. Spence concluded that there will be gaps for a while and in time the plants, natives and shrubs will mature and will reseed themselves in the buffer, creating a denser buffer over time.

Ms. Shull asked Mr. Spraker for explanation of the request for the 50' buffer, the irrigation, and type 6 buffer. Mr. Spraker answered that one of the key factors expressed was the buffer and the lot sizes during the pre-application neighborhood meetings and the SPRC meetings. The goal is to provide the buffer to mitigate for some of the loss of the natural buffer that is there today. Tattersall, RidgeHaven, and Tymber Creek Apartments are projects that have natural buffers. He stated that staff

is not against the native or xeric plantings, but are against taking a former golf course, developing it into residential, and leaving gaps in the buffer. He added that Ms. Culliver, Landscape Architect, is available to go through the details of the recommendation if necessary. Mr. Spraker added that staff believes that irrigation is a key source for the plantings.

Tomoka Oaks HOA Presentation

Mr. Dennis Bayer, Esquire, 109 6th Street, Flagler Beach, legal counsel of the Tomoka Oaks HOA, expressed his disappointment with the applicant's response to the HOA in negotiating the architectural standards, traffic impacts and buffers. A few of the architectural ideas were agreed upon, but not on having the different architectural styles close to one another. Another HOA request was for buffer enforcement once the two-year performance bond is over. No comments were received back from the applicants regarding if that language was acceptable or not. Mr. Bayer rebutted Mr. Merrell's comment and said that property is currently zoned PRD and the last development proposed that came to the Board was to convert the golf course, which was PRD with part of the property being a golf course, and part of it residential. He spoke on the PRD and R-2 zoning and referenced a Florida Supreme Court case, The Snyder Decision, a landmark land use decision that has been in place in the Florida Supreme Court since 1993. Based on it, he remarked that the City Commission can say that they do not want R-2 zoning and that they want it to stay PRD, given the unique circumstance presented by the property. Mr. Bayer continued that they agree with staffs comments on the issue with the buffer and stated that the buffer is typically required between the new residential development and the existing residential development and are typically at a much higher standard than residential next to residential, as the use is being surrounded, therefore a different buffer requirement. Mr. Bayer referenced the Matanzas Shores Golf Course conversion where they required a lot of different issues with the buffer that was much greater than the standard residential buffers, which is part of the golf course conversion process. He stated that this is not the standard development review and is very unique. Mr. Bayer concluded that the HOA agrees with staff on the 100' wide lots on the perimeter and the type 6 buffer, and the recommendation of denial to the City Commission.

Mr. Tom Harowski, Certified Planner and Tomoka Oaks resident, 97 N. St. Andrews Drive, expressed the resident's frustration with the developments with the late withdraw of the plan that they presented at the last meeting, and the lesser plan submitted. He spoke on the applicants list of concessions in response to staff comments and stated that it did not affect the project in size or layout. The addition of the sidewalks on Tomoka Oaks Boulevard and the modification of the island, he says are basic safety issues. Mr. Harowski commented that the basic issues remain the same since the beginning. He continued that the applicants refuse to apply the staff recommended 100' wide lots on the perimeter or offer reasonable solutions. The threatened alternative of R-2 standard zoning, which requires 100' wide lots throughout seem acceptable to the applicant as an alternative and should be acceptable for a portion of the project. Mr. Harowski remarked that they turned to the design guidelines but still need to include the requirement for diversity in garage door orientation and the way the driveway faces. The compatibility is not having clusters of units that are the same. He remarked that the design that they have seen does not get that point. Mr. Harowski spoke on the important factor of the traffic signal

application and how a 30-day period was mentioned previously and stated that the application should be made promptly.

Audience Comments

Ms. Flavia Cassasola, 21 N. St. Andrews Drive, asked if the proposal gets approved if a moratorium has been considered on the noise level, 24 hours a day/7 days a week, from sunrise to sunset. She mentioned that people walk and bike the neighborhood at all hours of the day and remarked that the Mac tucks can be driving through as well as jack hammers working at all hours of the day and night, including weekends and holidays. Ms. Flavia asked if the construction schedule has been considered. She added that the investors bought the property to make money and that she has been in opposition since the beginning as there has been no compromise in the 272 units. Ms. Cassasola concluded that it is going to impact Tomoka Oaks, the Trails and Talaquah as well as the traffic and recommends denial.

Ms. Ashley Dufrene, 118 N. St. Andrews Drive, said that she took the Oath and reminded the Planning Board that the City of Ormond Land Development Code (LDC), Section 1-18, states that the proposed use will not substantially or permanently create a nuisance, deprive adjoining properties of adequate light and air or create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties. Ms. Dufrene remarked that she lives on the golf course and knows that all three of those will happen if the development takes place without the proper guidance that the City and HOA is providing.

Ms. Bonnie Kloepfer, 23 Tomoka Oaks Drive, did not take the Oath prior but does so now. She commented that she is at the mouth of the Tomoka Oaks Golf Course. She added that she has a brand new white house and it will get filthy from the trucks and dirt from construction. She continued that the issue of 1,100 cars per day going back and forth is insane and cannot imagine what the traffic will be like. Ms. Kloepfer commented on their sentiments on trying to make it easy for the residents and their claim of compromising. She expressed her discontent with proposed number of homes. Ms. Kloepfer referenced yesterday's newspaper in regards to the purchases of one million plus homes on the rise in Volusia and Flagler Counties. She concluded her comments with the expression "if you build it, they will come", and said that she would like a proposed development such as Tomoka Estates or Estates of Tomoka Reserve instead of jammed in houses.

Ms. Denise White, 9 Fox Run Trail, The Trails, stated that she took the Oath. She thanked the Board for their time and service. Ms. White added that a reduction of four homes does nothing for the safety, traffic, density or lifestyle issues and changes nothing whatsoever. She remarked that it will impact everyone's lives and safety. Ms. White spoke on the merit of the old adage, "just because you can build does not mean that you should."

Mr. Jeff Boyle, 614 N. Halifax Drive, took the Oath and stated that the data in numbers in Volusia County are causing loss of sight in the big picture. He referenced the Comprehensive Plan policies and goals and remarked that the latest site plan is not compatible with adjacent homes and added that the revisions protect the neighborhood character, and does not guarantee safe traffic flow. Mr. Boyle continued that the revisions do not preserve natural open space. He stated that the golf course should have been zoned Open Space/Recreation, and commented that it is a mystery why it was not. The zonings protect adjacent property rights. Rezonings threaten those rights. Mr. Boyle said that Tomoka Oaks defines everything that is

good about Ormond Beach with a quality environment, quality homes and quality people who have suffered this thread with heroic dignity after paying premium property taxes to the City for over 60 years. Mr. Boyle stated that the revised site plan disrespects the city, the spirit and intent of the land use codes, the residents of the Trails and other nearby communities and the people of Tomoka Oaks. He added that they deserve better. He concluded that the revised plan is not Ormond Beach and is not who they are.

Ms. Ronnie Ranieri, 216 Rio Pinar Trail, swears to the Oath, and expressed her concern with 272 houses with only one point of egress. Another concern expressed is the traffic in the mornings and the safety of the kids that are walking or riding bikes to Tomoka Elementary School and the private Temple school. She commented that it is a tragedy waiting to happen. Ms. Ranieri remarked that reducing the plan by four houses from 276 is not going to work. She added that hundreds of cars are going to be coming out of the neighborhood at rush hour in the morning. Ms. Ranieri commented that most families have two cars and with the number of houses that are proposed, is worried about the kids.

Ms. Connie Colby, 108 Robal Lane, stated that she is concerned about it being a gated community as school busses do not go into gated communities. The children in middle school can walk and ride their bikes but middle school busses will have to come in the community somewhere to pick the kids up and will have to park outside of the gate, near the roundabout which would stop traffic. Ms. Colby continued that in her neighborhood a lot of the parents drive their kids to the bus stop or pick them up in the afternoon which will lead to more people parking along the road, causing a traffic mess. Ms. Colby pointed out that according to one of the maps, and with her experience living in gated communities, there has to be an emergency exit for emergency vehicles and suggests that there be a plan for it. Ms. Colby concluded that a lot of the proposed properties are close together and expressed her concern for boat, trailer, and RV storage on the properties.

Ms. Kelsey Kipi, 52 Pine Valley Circle, vowed to take the Oath, and commented that the reduction of the four homes on the plan is nothing and explained how they made lots slightly larger at the expense of the greenspace. She added that the developers purchased the golf course and asked why it could not a golf course that goes in. Ms. Kipi stated that Tomoka Oaks Golf Course closed due to a lack of maintenance to the course and not a lack of interest in the sport. Two local golf courses, both Halifax Plantation and Riviera, both have waitlists, according to Ms. Kipi. She suggested to restore the course and the membership with follow and profit will be made, and the greenspace will remain. No more angry citizens and no more debating on lot sizes and buffer zones and no more FDEP requirements. Ms. Kipi concluded to restore the course or sell it to someone who is willing to do so.

Ms. Lauren and Mr. Ned Huhta, 30 Pine Valley Circle, stated that they took the Oath. Ms. Huhta stated that she is a third generation resident and her grandfather designed and built their home. She expressed their concern with the signage for Tomoka Reserve and asked for specifics of where the signage will be located. Mr. Huhta added that he grew up in the house. He asked if the reclaimed water is going to be used for the proposed neighborhood residents as well as those around the perimeter. He asked if an adjoining property owner has a say in what is planted in the buffer and can decide on something mutually agreeable. Mr. Huhta remarked that they do not like Magnolia trees.

Ms. Wendy Dedo Findes, 16 Oakmont Circle, stated that she did not take the Oath but does now, and has lived in Tomoka Oaks for 27 years. She asked if the Planning Board has visited the Tomoka Oaks Golf Course or driven through Tomoka Oaks. She added that it is a very quiet, residential community and when the kids are in school, people are walking around quietly. Ms. Dedo Findes stated to build the proposed development inside of the golf course area will be a catastrophe. She said that there are no sidewalks, therefore kids ride their bikes in the narrow streets due to the neighborhood initially tailored to an older community. Ms. Dedo Findes added that the Trails are going to be affected. She spoke on the light at Tomoka Oaks and Nova Road and how it will be a havoc, with only one ingress and one egress through Tomoka Reserve which will spread out through Main Trail, Iroquois, and Rio Pinar. She continued that are a lot more children in the community now, including her 6th grade son at Ormond Beach Middle School (OBMS). She expressed her concern for all of the kids. Ms. Dedo Findes stated that all of this should be of consideration, the children, quality of life, and the environment. Ms. Dedo Findes concluded that wildlife have been displaced because there is nowhere to go with all of the developments.

Mr. Tyler Travis, 888 Willow Run, stated that he rents in Tomoka Oaks, and just moved here from Virginia and elaborated on his experience in a dense, high-traffic area in Virginia and offered a contrary, counter-perspective, expressing his respect for the current residents. He continued that he likes his privacy but is also interested in smaller lot sizes to be able to afford a home. Larger lots and estates would price him out, according to Mr. Travis. He is interested in new construction, and spoke on the architectural designs and how the applicant plans to alternate styles throughout. With townhomes it was only door color or shutter color that changed. Mr. Travis commented on the traffic and said that as long as there are sidewalks and traffic crossing lights, just as he was in a dense area in Virginia and it was not an issue. The kids had to walk to the bus stops, other than the younger kids whose parents took them to school. He added that he has a young child and had no problem playing with them out in the streets in their neighborhood.

Mr. Robert Banker, 1 Tomoka Oaks, #135, Escondido, stated that when the HOA President raised the idea of 276 units going in, the residents wanted it changed. He agreed with the President that then it went down to 272 units, that he did not like it and that it was not much of a change. Mr. Banker continued that he would like to see the number 0, unsure if it will happen. He commented that the applicant stated that they were going to put in $600,000, $800,000, and possibly $1 million homes. Mr. Banker stated that the plan shows a section in the middle similar to appearance as a sardine can which he does not see them being 7', 8', 10', 15' to 20' apart. He suggests that they will not sell for more than $100 to $150,000. A $700,000 will not be next to a $150,000 and still maintain value. He referenced the infrastructure and commented that no one is considering what it will do to the Publix area. Mr. Banker stated that the President commented that something is going in, and he asks why and what is the hurry. He spoke on a unilateral amendment and how the language for it should be stricken. Mr. Banker asked how when the construction is going on with the trucks backing up at the traffic signal, how the traffic will be going in and out.

Ms. Michele Zirkelbach, 328 River Bluff Drive, stated that she swears to the Oath. She thanked the Planning Board members for their time. In reference to time, she added that Mr. Merrell started out his presentation with the remark that a lot of hours have gone into talking about of stuff, and the irony in the statement. She commented

that for every hour that Mr. Merrell has spent, it is a billable hour for him and the residents match him hour for hour times every resident in the neighborhood and have more invested in this in manpower hours and are ready to have a real negotiation. Ms. Zirkelbach stated that when Mr. Merrell sits at the mediation table when someone comes back with a less than 2 percent reduction, he takes it for what it is a slap in the face. She continued that is where they are, 276 homes, down to 272, is not a meaningful move on their part in which finds offensive. She continued, and referenced Chairman's remark on speaking directly to the plan that that represented, and said that she finds it unacceptable. She spoke on the previous proposal approved, keeping parcel greenspace golf course and having less homes and nothing has been proved in terms of traffic. Ms. Zirkelbach stated that if continuing with this back and forth, for the Planning Board or City Commission to ask the hard questions about the traffic study. She stated that when looking at the traffic study and its statement that one car is going to be going to Tomoka Elementary out through Nova Road, that they have more common sense. She concluded that she agrees that something is going to go in there and offered food for thought on the market out there not for smaller lots and commented that Kings Landing subdivision in Port Orange is being brokered by Realty Pros, Mr. Buzzy Porter and Mr. Bill Navarra, whom she esteems, but said they are one acre home sites that are selling for $250, 000, $267, 000 to $278,000. Ms. Zirkelbach stated that if the threat is R-2 zoning and all of the lots being 10,000 square feet that the whole concept should be reconsidered as one-acre lots. One-acre lots is where it is at!

Ms. Missy Herrero, 111 N. St. Andrews Drive, stated that she has lived there for over 30 years and residents have spent thousands of dollars for legal representation to defend their quality of life and safety of their community. She continued that they do not have money to gain in the war of attrition. She said that they have been meeting with different members of the development and Board for over two years. Mr. Ray Barshay was quoted in the newspaper for saying that they just have not been able to tell their story, and Ms. Herrero commented that she does not know what they have been doing for two years. He invited them to see the quality of the product that they wanted to build out at Plantation Bay, on 80' wide lots. Ms. Herrero asked before she took her time to do so, what was behind the 80' wide lots. The answer was a golf course. Ms. Herrero spoke directly to the new plan and said that it is still not compatible in the existing neighborhood. 60' and 80' wide lots does not fit. The proposed buffer is the most inexpensive approach to the buffer. She mentioned a comment brought up by their HOA Attorney, that it is not a neighborhood backed up to a neighborhood, it is a neighborhood where people invested in property and homes on a golf course for views and privacy and are losing that, so the buffer should not be treated as a regular Residential to Residential buffer. Ms. Herrero commented that Mr. Rubin is from South Florida where she grew up, and her friend sent her miles and miles of buffers, dense, diverse, and well-maintained examples, with no water trucks driving along the buffer. She suggested that if it has to be built to some extent that it needs to be done in the best, high-quality possible approach as the reality is that the environmentally-friendly innovative approach is the least expensive and the most profitable for the developer. Ms. Herrero commented that there is information on how when golf courses are developed it affects the value of homes, with experts that say the opposite, and she said that data can be provided for it. She added that they do not have millions of dollars to win on this and they do. She suggested that if someone had time to pick apart the experts, it does not all add up and urged the Board vote no.

Ms. Dale Ryals, 20 Eagle Court, stated that she was not hear at the last meeting to take the Oath. She commented that her husband was in the hospital over the last month at Advent Hospital and when transported by ambulance and admitted to the Emergency Room, where he had to stay for two days due to no available room in the hospital. She continued that the hallways were lined with patients. The hospital claimed that they are not going to improve with only two hospitals. Ms. Ryals stated that when the development order was done the neighborhood was told by the City Commission that the golf course was needed for holding and draining the water to be able to put it back into the aquifer. She added putting rows of the houses with concrete and asphalt roads will have sewer drains and it will end up in the Tomoka Basin. They were told they could not add too many chemicals to the golf course so that it would not get into the Tomoka Basin. Ms. Ryals commented on the million and a half gallon water that had to be added to the reclaimed water, in which 250 of it came from St. Johns, and 250,000 came from her husband's pocket. The mylar-rubber liners was not paid for so her husband had to pay a lot of money to put the liners in, which could be an EPA problem.

Mr. John Rhoades, 39 N. St. Andrews Drive, stated that on his property, the city sewer and water/electricity come in from Nova Road through his yard/easement. He was aware when he purchased the property. He added that the infrastructure is going to have to come in from somewhere through easements or the main road which will tear up roads and create a miserable quality of life. He continued that the traffic and noise will be horrible and wants people to be aware of it when they are coming through resident's yards. Mr. Rhoades concluded that he appreciates the Boards time and trouble.

Mr. Paul Hughes, 4 Lauren Court, stated that he has taken 30 years of Oaths with the Government as an officer and added that his Oath is his bond. He commented that Tomoka Oaks is the body and the donut hole looks more like the large intestines. He remarked that hope is not a good plan for investments and added that there is no detailed entrance, drawing or plans that have put up to the gated, private, profit-motivated, smaller lot community. Mr. Hughes stated that the Escondido neighborhood has not seen any drawings to see how their lives will be altered with all of the underground utilities, sewers, that are max capacity now will all have to be altered at an extreme cost. He spoke on the northeast section where it has been cleared already on the plans and asked how they got a land use variance to alter the neighborhood standard to demolish a house or use for a rear entrance for EMS. Mr. Hughes remarked that he sees the issue with the watering for the plants and claims it will not be water that is treated. He referenced the Misners Branch Bridge and the overweight trucks that will be going over it and asked who will pay the construction costs when it has to be closed down for maintenance. He added that the plans do not include the utilities, and concluded that a person with nothing to hide, hides nothing.

Mr. John Measel, 16 Eagle Court, spoke on not irrigating the buffer and commented that if you do not water grass, you will get nothing but weeds and sandspurs. He added his concern with the traffic diamond and the thought that it will be suitable to add another 500-600 cars daily. He stated that it is not suitable now. Mr. Measel suggested to put a traffic circle and concluded that the traffic will be horrible.

Applicant's Rebuttal

Mr. Merrell thanked the residents for being there and spoke on the number of units that were reduced and stated that it started at 300 and is at 272. He reiterated the

straight zoning concept, the alternative in negotiating the zoning. He referenced the Snyder Case law and stated that it has nothing to do with rezoning of property that is surrounded by the exact same zoning. The limit of what you can ask for was talked about and it was said that you cannot think you are going to get the limit of what the Comprehensive Plan allows. Mr. Merrell referenced Mr. Spraker's report in that the Comprehensive Plan allowance is 4.3 units per acre, 632 units, which was their starting point.

Mr. Merrell referenced Mr. Harowski and thanked him and his input and suggestions on architecture and commented that they did not do all of what was suggested and remarked if the Board wants a particular thing to let the applicants know. On the traffic signal timing, Mr. Merrell remarked that if the light was not put in based on the DOT's timing that they would put the money up to have it built when the permit was issued and Mr. Lassiter will process the FDOT request. Mr. Merrell advised the Planning Board that if they feel differently to make it part of the motion.

Mr. Merrell referenced Ms. Flavia's remarks and stated that they have proposed construction time limits, on the cover sheet of the plan, Monday – Saturday, 7am – 7pm. He advised that it will not be 24/7 and it will not take place on Sundays.

Mr. Merrell refenced Ms. Lauren and Mr. Ned Huhta's inquiries on signage and answered that the plan is to have a sign like what was exhibited at the first hearing, at the entrance to the Tomoka Reserve community, not the entrance to Tomoka Oaks. The City Utility Department will have the answer on reclaimed water. Mr. Merrell stated that they are happy to discuss the types of trees.

Mr. Merrell thanked Mr. Travis for his remarks.

Tomoka Oaks HOA Rebuttal

Mr. Bayer referenced the Board members comments over the last couple of Board meetings that the project is too dense, with no significant reduction, as well as staff's comments on why the Type 6 buffer is appropriate and why it needs to be maintained and irrigated. He remarked that he understands a natural look and does not think it is a natural area with issues. Mr. Bayer spoke on the traffic circle and how it should be a requirement. He added that there has not been any substantive change since the last meeting and based on that he agrees with staff's recommendation of denial with it being time to go to City Commission. Mr. Bayer concluded that he respects the request that it go with the recommendation of the Planning Board of no, that it is not adequate and the way the property should be developed.

Live Stream Update

Mr. Spraker stated that staff is aware the livestream cut out from one link and are not able to re-establish that link. He stated a new live link has been established that is on the city's Facebook page and the city website. He stated he is aware that audience members are getting e-mails and texts and the city Public Information Officer (PIO) is also providing the new link.

Applicant's Rebuttal

Mr. Merrell stated at the end of the day, in response to Mr. Bayer, he pretty much repeated what has been talked about all along which is what to do with the lot sizes and the buffer in terms how it is planted and maintained. Mr. Merrell stated you heard a difference of opinion and they were professional opinions, very well thought out. He stated that there were hopes that the Board listened to them and looked at the

package that was in front of them, because if they said, "yes, but.." Mr. Merrell stated that is the safe route and then the City Commission knows that the Planning Board is willing to say the proposed houses can be built, but on suggested terms. Mr. Merrell continued that if the Planning Board says no for them to say why and explain because there are things in the reasons presented to you that you could say why and that it may not be the type of evidence that is needed to say no. He asked the Board to think about those things.

Break

Chairman Thomas stated that the Board is going to take a break at 8:14 p.m. The meeting resumed at 8:27 p.m.

Board Discussion

Chairman Thomas thanked all of those who spoke and for their input. He stated it is very important that the Board gets that and hopes that they all feel that over the three meetings that they have all been treated with dignity and respect and that true feeling that the Board really does care about their thoughts, wants to hear from them, and considers their opinions. Chairman Thomas stated that he wanted to remind the audience, "we are you - we are no different than you, we are just the volunteer people who sit up here and want to do what is best for our overall community." He thanked the audience for attending and for their participation. Chairman Thomas stated they are bringing the discussion up to the Board and the Board will have the discussion among themselves. He stated that the public hearing is closed, and cannot acknowledge anybody in the audience without the Board asking for them, and commented to please not raise any hands because it is closed for the public participation.

Mr. Jorczak stated that in the staff report it was discussed for the replacement of any of the plantings that may die and the two-year bond being put up to replace those issues. He stated that he noticed in some developments where there are dead trees long after the development has been completed and wondered if the city has any information with respect to developers who are responsible for going to do replacements in a certain time period and what the evidence generally is throughout the community. Mr. Jorczak stated that there have been a lot of developments that he has not gone through after they have been built to see what the propensity is for that to happen irrespective of the information that had been presented as to what it takes for the shrubbery to mature and then survive without any irrigation. Mr. Jorczak inquired if there was any data that could be shared as to an incidence of that happening and the time period to resolve it if another development was under no compunction or no city responsibility to do that replacement.

Mr. Spraker stated that staff does not have any empirical data to answer this question. He stated that typically a subdivision is constructed by a developer with inspections of landscaping at the end of construction to ensure whatever was supposed to be built is there and then it is turned over to a Homeowners' Association (HOA) for maintenance. Mr. Spraker continued if there are complaints about gaps in buffers or dead material, Neighborhood Improvement staff will investigate and look at the approved plans and seek to come to a resolution. The city Landscape Architect is often times included in the review. Mr. Spraker stated that there is a method for enforcement. Attorney Hayes stated that there are conditions in the development order and the obligations for maintenance are with the Homeowners' Association

(HOA). Staff seeks to work with the respective parties to find a solution. Attorney Hayes continued that there are enforcement provisions that code enforcement staff can enforce.

Mr. Jorczak asked if irrigation is a typical part of a development order. Mr. Spraker referenced the example of the Pineland subdivision that used a natural area that did not require new irrigation. He stated that wherever there are landscape plantings there is a requirement for irrigation.

Ms. Shull asked about long-term irrigation for other properties and referenced the applicant's request not to use an irrigation system. Mr. Spraker stated that if it is planted then there is an irrigation system and if it is a natural area, it is already established and no additional irrigation is installed. He referenced the natural areas and wetlands within the Pineland subdivision. Mr. Spraker stated that Tomoka Reserve has areas that will not need irrigation based on the natural areas. He continued that the city Landscape Architect advised that as new landscape material is planted, irrigation is required.

Ms. Shull asked why the plan did not want to include groundcover material and asked Mr. Spraker elaborate. Mr. Spraker stated that a buffer is sought between two developments and the groundcover is a tool to accomplish the buffer. Mr. Spraker stated in staff's opinion, the type 6 is an appropriate buffer. He concluded that if there is a desire to trade groundcover material for more trees or shrubs, that it is possible through the development order process. The groundcover is one of three layers that make up a landscape buffer.

Ms. Shull asked about maintenance and vine maintenance. Mr. Spraker stated that a normal course of maintenance would include managing vines and such material. He explained that he understood that the desire of the buffer is to let it grow natural and that SPRC staff are focused on the gaps in the buffer and filling the gaps. Ms. Shull inquired if the maintenance would be taken over by the HOA. Mr. Spraker confirmed that is correct.

Mr. Scudiero remarked that this is an applicant who appears before us quite often, and the least that can be done is to provide direction. Mr. Scudiero commented that he does not love the plan and did not think that was a secret. He stated that his biggest hang-up is the density. He continued, not just density in general, because of some of the lots being larger throughout the perimeter, commenting at least you cannot always see in other neighborhoods around the city where the density is higher. Mr. Scudiero stated that his concern is the references to the donut, which is not a completely inaccurate description. He stated if you are going to fill the donut in, it has to be with the same material as the rest of the donut. Mr. Scudiero stated his concern here is that the lot sizes, not just lot widths, need to be consistent throughout. He stated that would be his biggest suggestion to the attorney.

Mr. Scudiero added that when you take a neighborhood that is 50 or 60 years old, there is no way to re-create every style of home and architecture as so much has change in that time period. Mr. Scudiero stated that the homes today, even if they are the same square footage, they are vastly different than what was built originally in Tomoka Oaks. Mr. Scudiero continued that it is owed to the surrounding residents to make the development as close as possible – make the donut as contiguous as possible. He added and as consistent as possible. Mr. Scudiero concluded explaining his heartburn is that the development plan does not get anywhere close, especially with the 60' wide lots in the center, to the existing development.

Mr. Railsback commented that he concurred with Mr. Scudiero's comments. He stated that he read the application and all of the submittals. He stated that he previously lived in the Trails and was familiar with this area, which was one of the residents' concerns. He stated that he believed the Board members have a very intimate perspective of that area of the community. Mr. Railsback added that he served on the Quality-of-Life Board and that elements such as traffic and continuity are important to his decision-making process. He stated that in his review he could not ignore the fact that there is an open question of should the property always be a golf course. Mr. Railsback compared it to someone who bought on a lake or on the river and if someone was going to develop a houseboat development behind them. He stated that would invade on their original thought process of where they wanted to live and what they decided to purchase.

Mr. Railsback stated that if something goes in there that is not a golf course, considering the conformity and compatibility discussed and whether concessions were made. He commented that from the perspective of what could go there, 632 units are allowed under the land use and there are other concurrency issues that would pair that number down. Mr. Railsback stated that he is works in the area of HOA/condo unit development and has been thinking of the issues of development and what should of or could have been done that would be better for the surrounding area. He identified parking as an issue. Mr. Railsback expressed concern with so many vehicles with short driveways and two or three cars parking in the street when you have guests. He stated that he did not want this to be an afterthought and wishes there were longer driveways.

Mr. Railsback commented that he would like much less density and how that is his major concern. He offered the estate home concept as an alternative concept that would be more compatible. He continued that it is going to take an established neighborhood with larger lots and homes that are not 7 ½ feet offset from the property line, effectively 156' apart, then something greater than that should be in place, adding that there are no homes in Tomoka Oaks that are 15' apart or that have the same building elevations. Mr. Railsback stated in order to get his support there would need to be enhanced architectural standards that separate similar building elevations and much less density. He remarked that if you have a larger home price per square foot, rather than a ton of smaller homes, you can get to the same range and get a project that is better conforming to the area. Mr. Railsback expressed concerns about the traffic flow, including the thoroughfare leading into Rio Pinar, Iroquois, and Main Trail and out to SR40. He stated it will become a racetrack at different times of the day with safety concerns. Mr. Railsback expressed his concerns with Rio Pinar and North/South St. Andrews Drive. He expressed that a higher density project would provide additional traffic impacts and does not know how that many cars would work through that area.

Mr. Railsback stated he agreed with the donut comments. He stated the new development should be the same design or better. Mr. Railsback expressed support for greater sized lots or a greater size home and the rising tide will bring everything up.

Mr. du Moulin stated he rode his bike from Winding Woods through the area and Tomoka Oaks is a unique community with the houses beautifully maintained with its own character. Mr. du Moulin expressed that he is still shaky on the legal issues on whether or not the former golf course can be built upon. He stated that if the

developers want to be good stewards to their neighbors, the community, and to Ormond Beach that they should consider a larger scope for the housing development. Mr. du Moulin recalled at the last Planning Board meeting that there was a project called the "Enclave" which had larger lots sizes, 12 homes on 26 acres. He stated that the only problem was that it had septic systems and that is not applicable here. He suggested if something was to go on the former golf course, if it legally can go in there, the developers need to expand the acreage per lot.

Mr. du Moulin continued that he was concerned with the traffic and suggests that the traffic studies are flawed. He stated that the Fishkind study was also flawed. Mr. du Moulin expressed additional concerns with the traffic patterns and expressed that the traffic studies do not cut it. He stated the project needs to consider larger lots that would reduce the overall traffic demand and suggested a rotary at Tomoka Oaks Boulevard and Saint Andrews Drive diamond.

Mr. Jorczak stated that he has spent a considerable amount of time reviewing this project and concurs that it is unique. He expressed a concern that the proposed houses would be cookie-cutter homes which is quite a bit different than the existing neighborhood surrounding the project. Mr. Jorczak stated if this project were 5 miles from the center of town, it may be appropriate, but this is dropped into an existing residential subdivision that has an atmosphere. Mr. Jorczak stated that he understood the business model that the developer is working with and what homes that they believe that they can sell. He commented that the elephant in the room for him has been the change in lot size. Mr. Jorczak stated that this property could be even better than the existing Tomoka Oaks homes. He encouraged the developer to take a look at other potential economic models with larger lot sizes. Mr. Jorczak continued that the former golf course is such a unique piece of property and how he would like to see what is already there expanded as opposed to a standard development model.

Mr. Jorczak expressed concerns about traffic from the project and traffic in general. He stated that traffic is a common issue that happens everywhere - the infrastructure does not catch up to the level of development. Mr. Jorczak continued that traffic is astounding and getting worse by the year, and it will continue to get worse. He stated these elements have to be dealt with in a fashion to minimize the effects, including the use of larger lots. He stated that both issues of traffic and density can be helped with larger lots. Mr. Jorczak commented that the land area's limited access should also be considered. He stated that there is not one project before the Planning Board that has not discussed access. He acknowledged that the property will likely be developed in some residential fashion. Mr. Jorczak stated that density, traffic/safety, diversity of building styles, and compatibility with the surrounding neighborhood are all key issues and concerns. He concluded that the comments of the other Board members are valid comments and there needs to be a better job of mitigating the impacts of this development than what is in front of them.

Mr. Galloway commented that he wanted to be clear that he has friends, professionally and long term, on both sides of this equation. Mr. Galloway stated to the resident who asked about the board members familiarity with this area, that he and his family have spent a lot of time in Tomoka Oaks and the Trails.

Mr. Galloway stated he has done research in relation to this application and lots being built in this area. The first thing is that not a single developer has been able to develop to maximum land use density allowed. He added that it seems that developers ask for the moon and we pull back the density. He stated that 60 to 70 percent of the lots that

his company pulled were between 55' and 65' in width. He continued that 30 to 40 percent were 70' to 80' in width. Mr. Galloway stated that they could not find any new subdivisions with 100' wide lots. He stated that a 50' wide lot would probably cost the builder $100,000 today. There are no more $25,000 lots. Mr. Galloway continued that a 100' wide lot, not on the water, would likely cost between $185,000 and $250,000, and then there is the cost of the house construction.

Mr. Galloway recalled he did a tape measurement prior to the meeting and the buffer would go from the stage to the curtain at the end of the seating area. The new house would have a 30' setback, plus the 50' buffer, and the Tomoka Oaks 25' setback. Mr. Galloway stated that there would 115' from house to house. He commented that he never has seen an inner-city neighborhood have that much space between the back of the houses. He expressed his concerns including the potential of neighbors to take down trees.

Mr. Galloway stated that the applicant did what he had asked of them by putting in a combination of lot sizes. He remarked that what they did not do was listen. He continued expressing that everyone has property rights – the developer has property rights and homeowners have property rights – what they did not do was listen to the neighborhood. Mr. Galloway stated that he could vote for this project if it had less density. He continued that he thought that the project would come back with 220, 230, 240 – maybe 250 lots. Mr. Galloway stated he was a little shocked and a little disappointed that the number of lots was not less. He stated he is not sure if they are still asking for the moon or if they will take what the City Commission will give.

Mr. Galloway commented that he believed that something would be built on the property. He continued that there is always an ability to buy property, at the right price, and encouraged residents to continue the purchase option. Mr. Galloway encouraged the HOA and residents to pursue a purchase through a community development bond over 30 years. He stated it would cost about $129 a month per homeowner and that they can buy it. He asked the audience how many individuals would be willing to participate in a purchase. Mr. Galloway stated if the residents bought it, they could decide what to do with the land. He continued to encourage the residents to seek to buy the property. Mr. Galloway concluded that he is for this project, but not at this density.

Mr. Jorczak asked if every single lot was 100' in width, what would that do to reduce the density in terms of the number of lots as it currently sits. Mr. Spraker stated he believes that the applicant has done an analysis and would prefer that the applicant address this question. City staff have not reviewed any plans where all lots are 100' in width. Mr. Spraker speculated that between 280 and 300 lots would be possible. Mr. Spraker stated the applicant would likely have a better answer.

Mr. Jorczak clarified that all the other parameters would be the same. Mr. Merrell questioned which perimeters and Mr. Jorczak stated all of them. Mr. Merrell replied that they have a plan adhering to the Land Development Code that allowed 300 lots. Mr. Jorczak stated that he is not talking about the code. Mr. Merrell continued that the project engineers developed a code compliant plan for the benefit of the property owner and the answer is 300.

Mr. Jorczak stated that he is looking for the 100' wide lot within the context of the PRD application, including the buffer and recreational area. Mr. Merrell stated the question mixes apples and oranges. Mr. Merrell stated a 100' wide project would utilize a different set of standards other than the PRD and the buffers and recreation

areas. Mr. Jorczak stated his fundamental question was within the PRD development plan, if the lots were all 100' in width, what the total number be. Mr. Merrell replied that they do not have the answer to that question and concluded that they mixed the lots up and brought the other things along – these all go together.

Attorney Hayes stated that the lot number question would require other site-specific analysis which is not before the Board tonight. He continued that if it is of belief that the density is too much on this project, then the Board can talk a little bit about it, but that it is a development application under a PRD zoning. Chairman Thomas sought clarification if the question was to maintain the PRD site plan layout and require a minimum lot size of 100' in width and depth. Mr. Railsback stated it would be approximately 240 lots based on the existing lot areas in the site plan. Mr. Galloway questioned if that impacted the buffer. Mr. Railsback replied with the calculated lot sizes in the site plan (60' X 125' and 80' X 125') and then divided by 10,000 square feet which came to approximately 240 lots. Mr. Galloway confirmed that there would still be a 50' buffer.

Ms. Shull reviewed the case studies provided about other golf courses provided by the applicant. She stated the studies looked good with a 9-hole course and how one golf course added estate homes. She continued that one in Boca left the part of the golf course and added a 55+ community with 120 homes. Ms. Shull stated that other things can be done with the property. She expressed that she understood the intention was not to rebuild a golf course. She stated that the other densities are not anywhere near what is being proposed. She stated that she concurred with other board members on the density. Ms. Shull expressed concern that traffic is going to be too much, concerns with children in other neighborhoods with no sidewalks, Tomoka Reserve cut through traffic. She stated that no matter what is said, that it is 600 more cars. Ms. Shull added that the stoplight is an issue and commented that the traffic signal should be in place before the homes are finished, just as the WaWa did the traffic signal first.

Ms. Shull stated that the density is a big concern and how the buffer needs to be installed as a type 6 with irrigation. Ms. Shull remarked that the HOA should not bear the burden of future buffer costs. She added that the ground cover needs to be installed.

Ms. Shull stated that she does not like the different lot sizes of 60' and 80' in width and explained that the lot widths need to be larger. She continued that the length of the driveways and having options for side entry garages are important for neighborhoods. Ms. Shull concluded that if there is not enough parking, individuals will park on the street and the community will not look good.

Chairman Thomas stated that the traffic engineer for the project does a very good job for traffic studies, but the system is so flawed that it is unreal. He continued that the studies are not reality, totally not reality. Chairman Thomas stated the density is a concern, as well as the traffic with the biggest problem coming out Main Trail to West Granada Boulevard. He stated this will be a nightmare. He stated that when the school is rebuilt and how right now coming out of the Trails where there is no bus pickup for elementary kids so they are either taken by their parents or riding bikes – most will go by car. Chairman Thomas asked the traffic engineer if they did the traffic study at school hours with the elementary school at Main Trail to West Granada Boulevard and commented that he doubted it. Chairman Thomas acknowledged the traffic engineer nodded yes, that the study was done. Chairman Thomas stated that people are not going want to wait the time they are going to have to wait because of

the way that intersection is right now you have going out to Granada. He stated that you have people wanting to turn right and you have people wanting to go straight and people wanting to turn left. He continued if somebody wants to turn left, nobody will be able to go anywhere. Chairman Thomas stated especially when school is coming out after people drop their kids off in the morning and people are still trying to get there and to the little Christian School to the west on Granada Boulevard that also has people stacked up waiting to turn right. Chairman Thomas stated that the traffic nightmare in his opinion is not going to be at Tomoka Oaks and Nova Road, but it is going to be a nightmare because people coming out of Tomoka Oaks now are going down on Rio Pinar and turning on Main Trail or on Iroquois. Chairman Thomas stated that the school will have more kids going to it because the school will be bigger. He reiterated that traffic will be a nightmare. He asked who will pay for needed improvements at the intersection and asked if the developer is going to pay for the intersection improvements.

Chairman Thomas asked the acreage of Tomoka Oaks minus the Tomoka Reserve property. He stated that there are over 500 homes in Tomoka Oaks. Mr. Spraker recalled there was a density analysis provided that showed Tomoka Oaks had a density of 2.09 units per acre. The acreage would be 547 homes divided by 2.09 units per acre.

Chairman Thomas stated that he has a problem with the density that has been discussed several times. He agreed with the applicant that there is a demand for 50 and 60' wide lots, but he did not believe that this demand is in the heart of an existing development of 100' wide lots. Chairman Thomas recalled he was on the Board in 2006 and the development plan at that time saved the golf course, allowed 117 condominiums, and three single-family lots. He stated that the 2006 approval recognized the property as a collection point of water to recharge the aquifer. Chairman Thomas stated that he understands times have changed, costs have risen, and housing types have changed. He stated that he wished the project team could come back with a plan similar to the 2006 plans because everyone got what they wanted.

Chairman Thomas added that 117 units will not work and now he can understand 220 to 230 residential units. Chairman Thomas stated that this is zoned as PRD now and it does not necessarily need to change.

Attorney Hayes asked to summarize a few points before answering the question. He stated this is a legal proceeding and there are rules that do apply and explained the Planning Board-role as a decision maker to weigh the competent and substantial evidence that was described at the July meeting. He stated the role of the Planning Board to weigh the testimony provided and determine which evidence is more credible. Attorney Hayes stated the initial burden is on the applicant to establish the application is consistent with the Comprehensive Plan and the requirements of the Land Development Code. The Planning staff's report is part of the evidence to consider. Attorney Hayes continued that application tonight is for a development within the Planned Residential Development zoning designation. The R-2 zoning district is not applicable tonight and may be a future application, but it is not before the Board tonight.

Attorney Hayes stated he wanted to point out some observations and his comments are not testimony. He continued that his role is to provide legal advice and counsel.

Attorney Hayes stated this is a unique piece of property and Tomoka Oaks was designed around this golf course and provided the following observations:

- Tomoka Oaks had an R-2 zoning designation;
- The R-2 zoning district also applied to the former golf course property for decades. The golf course operated for decades. He stated one may ask why was it not zoned separately. Attorney Hayes stated no additional zoning was in place because of restrictive covenants;
- The restrictive covenants for the former golf course were released by the HOA. The protection went away and the land continued to operate as a golf course;
- There was an application in 2005/2006 to rezone the golf course property from R-2 to PRD. This was reviewed by the Planning Board and approved by the City Commission. The approval allowed 119 multi-family units and three single-family units and certain conditions such as a covenant to restrict the use to a golf course with development;
- The 2006 development order expired with no construction. The 2006 covenant for use as a golf course was never recorded.

Attorney Hayes stated that these demonstrate the unique characteristics of this property. He continued that it is another application for development under the PRD zoning. He stated that there is probably a difference in why it is not separated out in the early years as described and how it is his speculation and it can be taken it for what it is worth. Attorney Hayes explained where the Board was and that the Board has to weigh the competent and substantial evidence and if the application is consistent with the Comprehensive Plan and the requirements of the Land Development Code. The initial burden is on the applicant and it shifts over to the HOA. Attorney Hayes stated that the Board gets to make that final determination.

Attorney Hayes stated that if the Board does not believe the application meets the criteria then the motion should be for denial. If it is believed to meet the criteria, then the motion should be for approval, and if it falls somewhere in between, a creative motion can be made, including a denial, and provide conditions. Attorney Hayes concluded that the Board has discretion, because as stated by the applicant, this a negotiated development order.

Chairman Thomas asked if there is a legal requirement if this application does not go through, does the city have to re-zone the property. Attorney Hayes stated that there is no rezoning application before the board. He continued if the Planning Board and the City Commission deny the current application, the question becomes what options does the applicant have. Attorney Hayes stated the applicant can present another PRD site plan under the PRD zoning or they can file an application to rezone the property to R-2. Attorney Hayes stated the rezoning to the R-2 is not before the board tonight.

Chairman Thomas stated he wished the applicant presented something like 2006 with some higher housing numbers. He stated at this point that he has major problems with the application.

Mr. Galloway asked Mr. Railsback what number he calculated if all were 100' wide lots. Mr. Railsback responded 240 lots. Mr. Railsback replied that it could be a little more or less based on the geometry of the property.

Mr. Galloway inquired about his interest of entertaining a motion of accepting the proposal with comments from staff for 240 homes. He stated that would give the applicant a message of where we stand and he always states that he would like to see the lot range between 220 and 240 lots. Attorney Hayes replied that the motion would require new data. Attorney Hayes commented that from what he was understanding the concern is the density. Attorney Hayes continued that a recommendation can be made for denial with details of the reasons for the denial motion so that there is a good factual basis for the recommendation. Attorney Hayes stated the detailed reasons or conditions would allow the applicant to make a decision of how they will move forward or pursue an application to R-2.

Mr. Galloway withdrew his motion.

Chairman Thomas stated his desired range was 220-225 lots. He discussed other lot range potentials and stated he would set the lot range low. He remarked that the City Commission would have some idea of what the Planning Board thought was appropriate and added at 250 lots, it is only a reduction of 22 lots.

Mr. Galloway stated he was putting a lot number out there to let the applicant know the current plan is too many lots. He commented that the City Commission will make the final determination. Chairman Thomas stated it would be in the minutes that they were looking at 220 units. Mr. Jorczak commented that if there is a denial tonight, the number is out there. Mr. Jorczak stated if the applicant wants to go to the City Commission, they can adjust the number to some extent.

Attorney Hayes stated that the Board can approve a motion with reasonable conditions. He added that the question then becomes what is reasonable based on the testimony and evidence presented. Attorney Hayes continued that it appears to that the Board does not like the density and desires something less. He stated that his recommendation is to make a motion to deny and state the reasons into the record this way the applicant has items to consider as they move forward and consider what the Board has stated.

Mr. Railsback stated that what the City Attorney and the applicant are asking the Board to do is to tell the reasons why the Board is denying the application. He provided an example that the Board denies the project because it is more than 230 units, the lack of a rotary circle, and the lots were not a minimum of 100' in width. Mr. Railsback commented that with the recommendations, the applicant could consider the revisions for the City Commission hearing.

Ms. Shull stated that she did not know that every little detail, the sprinkler system, the things that the Planning Department has said, could be put into a motion and expressed that those are the things that the Board would like taken care of. She added that that there was a lot in there that they do not know if it has been taken care of yet because the Planning Department has not had an opportunity to go over it. She continued that they have not had the opportunity to run the numbers to see how many 100' lots could go in there. Ms. Shull concluded that for them to sit there on a calculator and figure that it is around 220 is not a good way to put into a motion.

Chairman Thomas stated that this is true and he could go for no irrigation if the developer would pass the two years and maybe go to 5 or 7+ years that they would guarantee that those would last.

Ms. Shull stated that the motion is going to be three pages long. She stated that the City Commission will know what was discussed, read the notes, and know the points

of concern. Ms. Shull suggested a motion to deny and to please read the Planning Board minutes.

Chairman Thomas stated he believed that each City Commissioner or Mayor that appointed will be calling and seeking information from board members and that is totally legal. He stated that he knows that his commissioner talks to him about a lot of decisions made by the Planning Board.

Attorney Hayes reiterated what he heard and expressed that if he is wrong, for the Board to correct him. What the Board does not like as a basis for denial is:

- Density – believe that it is too much. There was talk about fuzzy numbers that the Board may be comfortable with under an appropriate plan;
- Traffic analysis is flawed based on evidence and testimony that you have heard and in the Boards own experiences;
- The traffic triangle should be a traffic circle; and
- The buffer and whether it should be a natural buffer or some other form of buffer and whether that buffer should have irrigation of some form.

Attorney Hayes asked if there were any other items.

Chairman Thomas stated a concern is the Main Trail and West Granada Boulevard intersection. He continued that is going to be a major problem. Attorney Hayes replied that would all be supported by the minutes and the record.

Attorney Hayes stated that if a motion is made with those parameters based on the evidence in the record that the application could be moved on up to the next level which would be the City Commission. He stated that the City Commission would take all the information under advisement, as they always do, and they will make their own determination after a legal proceeding just as this.

Mr. Railsback asked if the variety of elevations was included. Attorney Hayes stated that it was not, but that it could be included but not necessarily limited, because there are so many things. He reiterated that the Board's recommendation is advisory to the City Commission.

Chairman Thomas asked the Planning Director when the meeting minutes are written up and with the recommendation of the Board, if a synopsis could be included of the reasons that the vote was to deny it so that it would be in print that goes to the Mayor and City Commissioners.

Mr. Spraker explained that the way the minutes are done is more verbatim than a summary so that the entire scope of what is being said is reflected. He continued that staff always does a summary, usually brief, that hits the highlights. He concluded that yes, the minutes can reflect exactly what was said.

Mr. Scudiero stated that he would like to make a motion and if there is a second they can each give their articulated reasons both for the record and for the applicant's benefit.

Board Motion and Discussion

Mr. Scudiero motioned to deny PRD 2022-043, Tomoka Reserve – Issuance of a Development Order. Ms. Shull seconded it.

Chairman Thomas announced that the Board was going into discussion.

Mr. Scudiero stated his summary of concerns:

- Density;
- The plan that the applicant has come up with the buffers;
- An improved traffic rotary at the entrance;
- Instead of the 60, 80, 90 and maybe 100' wide lots, they want them all to be 100' in lot width, just like the rest of the neighborhood.

Mr. Railsback added the desire for a variety of house building elevations, including colors and roofing materials. He stated at least the minimum in the application and if a greater separation was given, his thought was that was another carrot for the City Commission.

Ms. Shull stated her issues are:

- The buffer, a desire to see a type 6 buffer;
- Would like to see the irrigation system to go in;
- Traffic signal to go in;
- Not sure about the diamond and roundabout. She noted that traffic study with the fire truck trying to get around that thing and it bothered her;
- Lot sizes are too much. The 60' wide lots are too crammed into that little space and it does not conform to the rest of the neighborhood that is already there;
- The gated community was a positive; and
- The main thing is the density because of the traffic.

Mr. du Moulin stated that he is concerned with the proposed lot sizes and the rotary.

Mr. Jorczak stated the elephant in the room for him has always been the density and he thought that it had been addressed. He added that he would like to see something less for the lots than what Mr. Railsback calculated in terms of how that is going to fit within the existing community. Mr. Jorczak discussed the architectural styles that the Board talked about and expressed that it would be nice if there was something better defined as to what the flexibility would be. He stated that he supported a no vote and concurs with what the city staff has recommended with respect to irrigation. Mr. Jorczak commented that he would recommend beyond what they had indicated in terms of just the perimeter lots being 100' in frontage. He continued that he believed that there is far less density of homes. He stated what the developer wants to do with respect to reducing that and seeing whether he has an economic model, is something that they will have to work with. Mr. Jorczak concluded that the way it is proposed today, he would vote for denial.

Mr. Galloway stated that he has a problem making them all 100' in width because of the lot radiuses with no way to get 100' wide lots on a curve. He added that he is okay with 100' wide on the back side of the lots. Mr. Galloway stated that he believed that there needed to be a flexibility of 80' and 100' wide lots. He concluded that you cannot get a 100' wide lot in a circle.

Mr. Jorczak stated that you can go above 100' in lot width and that he believed that the fewer number of homes would be better.

Mr. Galloway stated that he thought that it could be done with a combination of 80 and 100' wide lots. He stated that he would hate to tie-string them with 100' wide lots.

Chairman Thomas asked if Mr. Galloway was going to put a ratio on that, and said that what he looked at was that there was ten 100' wide lots and a few 80' wide lots. Mr. Galloway stated that he did not believe that a ratio was needed and that they should let the engineers analyze that. He stated that you can say that there should be more 100' wide lots, but you cannot tie somebody down to put all 100' wide lots in.

Mr. Railsback suggested making the lot deeper with a minimum of 10,000 square feet (80' X 125'). He stated that if you have to squeeze an 80' wide frontage lot, then it needs to be deeper. Mr. Galloway concurred and commented that the Board was doing the schematics and are not engineers. Chairman Thomas stated what we are is neighbors. Mr. Galloway concluded that in this type of property you cannot make all 100' wide lots.

Attorney Hayes sought to refocus the Board. He stated that there is a motion and second for denial. He continued that most of the comments are consistent and some are a little different. Attorney Hayes explained to the Board that you can incorporate the comments as part of the motion and second for supporting purposes of the motion to deny. He stated that these comments are not going to tie anything down specifically. Attorney Hayes restated that the Board's action is a recommendation. He stated if the maker of the motion and the seconder is okay incorporating those comments as a supporting basis for the motion to deny, all of that information would go up to the City Commission.

Chairman Thomas asked for a point of clarification if any member of the Board can call any City Commissioner or Mayor. Attorney Hayes confirmed that there is no Sunshine Law requirement for a member of the Planning Board communicating with a member of the City Commission. Attorney Hayes stated that Planning Board members cannot talk with each other.

Mr. Railsback stated for the minutes that he would like to see longer driveways as parking in the street is going to be an afterthought and that he would be remiss if he did not bring it up. He continued that he is okay with deeper lots and believes that two or three spots are needed plus the garage, not one car hanging into the road.

Attorney Hayes stated that he saw the maker of the motion and the seconder nod their heads to incorporate the item as a supporting basis for the motion.

Chairman Thomas asked if Attorney Hayes had his concerns on the list. Attorney Hayes responded that he did.

Chairman Thomas stated that there is a motion and a second. He stated that the Board has had discussion and asked the recording technician to call the vote. Mr. Galloway asked the motion be repeated. Chairman Thomas stated the motion was to deny the application. Attorney Hayes confirmed that the supporting basis in the Board comments are incorporated. Chairman Thomas asked the recording technician to call the vote.

Vote was called:

Mr. du Moulin: Yes, to deny.
Mr. Scudiero: Yes.
Mr. Railsback: Yes.

Mr. Galloway: Yes.
Mr. Jorczak: Yes.
Ms. Shull: Yes.
Chairman Thomas: Yes.

The motion for denial was approved (7-0).

Chairman Thomas stated that when the Planning Board first started at the first meeting, he told them that this is one of the top five decisions that he had ever been involved in at the Planning Board. He stated that it can now be moved up to the number two slot. Chairman Thomas stated that the only one that proceeded it was voting to tear down the Ormond Hotel to which he regrets to this day.

Chairman Thomas thanked the audience for their patience and courtesy. He stated that these have been the biggest meetings they have had and that they are probably one of the nicest, most respectful groups ever. He stated there has been no hollering or hooting and that he thanked the audience for that because they made the Board's job easier.

VII. OTHER BUSINESS

No other business was discussed.

VIII. MEMBER COMMENTS

No member comments.

IX. ADJOURNMENT

The meeting was adjourned at 9:42 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Marcella Miller.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2023-55

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT LOCATED AT 20 TOMOKA OAKS BOULEVARD, TO BE KNOWN AS THE "TOMOKA RESERVE" RESIDENTIAL SUBDIVISION; AUTHORIZING THE DEVELOPMENT OF 254 SINGLE-FAMILY DETACHED LOTS; ESTABLISHING CONDITIONS AND EXPIRATION 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.

The application of Triumph Oaks of Ormond Beach I, LLC, seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.

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. The application of Triumph Oaks of Ormond Beach I, LLC, seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.

    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. The application of Triumph Oaks of Ormond Beach I, LLC, seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.

    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. The application of Triumph Oaks of Ormond Beach I, LLC, seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. The application of Triumph Oaks of Ormond Beach I, LLC, seeks to allow the issuance of a development order for 254 single-family lots on approximately 147.94 acres, subject to certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.

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	March 24, 2026	**Item No**	7.B.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Resolution
Subject	699 South Nova Road, Circle K, Special Exception Outdoor Activities		
Recommended Action	The Special Exception application is solely for outdoor activities related to the sale of merchandise, and it does not review the approved site plan. The Planning Board recommended **DENIAL** of the requested Special Exception for an outdoor activity to allow the sale of merchandise along the building perimeter, under certain conditions. The applicant has provided an updated special exception exhibit to address the comments received at the Planning Board.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request by Kimley-Horn and Associates, Inc., on behalf of the property owner, Sun State Petrol I, LLC, for a Special Exception for outdoor activity to allow the sale of merchandise along the building perimeter at the proposed Circle K at 699 South Nova Road.

The property has site plan approval for the demolition of the existing bank building and the redevelopment of the property for a 5,200-square-foot one-story building with 12 fuel pumps, a fueling station canopy, and associated site improvements. **The Special Exception is solely for outdoor activities related to the sale of merchandise, and the application does not review the approved site plan.**

The Special Exception application was reviewed by the Planning Board at the January 15, 2026, meeting and recommended for denial. There were 6 residents who spoke during the public hearing, with key points detailed below:

1. Other stores in the area have propane tanks, and this application would take away from the other local stores;

2. Concern with the overall project, including buffer wall, construction of the gas station next to residential uses, health/safety concerns, lighting, stormwater, and environmental impacts of the use;
3. Public outcry about the project should be enough not to allow this special exception;
4. The elements of the special exception cannot be separated from the broader operational issues of the site, including hours of operation, lighting, noise, traffic, and overall residential compatibility; and
5. Outdoor items (minus the propane exchange) should be limited to inside-store sales only.

Planning Board members provided the following input:

1. Concern with outdoor activity within the City based upon past applications;
2. Did not like ice machines/sales located outside the building;
3. Concern expressed with the number of proposed outdoor sale areas and the lack of specification in the site plan exhibit. Some members stated it was understood that propane exchange could not occur inside the store.

Since the Planning Board meeting, the applicant has provided an updated site plan that (1) specifies the outdoor sales uses and (2) reduces the number of outdoor sales sought. The updated site plan exhibit seeks:

1. Propane exchange: 4’ in length, 2’ in width, and 6.5’ in height;
2. Merchandise/Water: 6’ in length, 3’ in width, and 3’ in height; and
3. Ice Merchandiser: 8’ in length, 3’ in width, and 5’ in height.

Financial Impact

None

Citizen Impact

Outdoor sales for convenience stores are allowed with a special exception. Six residents spoke at the Planning Board and opposed the application.

Attachments

1. 26-45 Planning - 699 S. Nova Road, Outdoor Activity SE
2. Planning DRAFT DO, 699 S. Nova Road, Outdoor Activity SE
3. Exhibit A, 699 South Nova Rd Legal Description
4. Exhibit B, Site Plan & Conditions (02.20.26)
5. UPDATED Circle K- Nova & Hand-Special Exception Exhibit 2026-02-20
6. 01152026 699 S Nova Rd. PB-Staff-Report (8.5X11)
7. Draft Planning Board Minutes, Circle K SE

RESOLUTION NO. 2026-45

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY IN ASSOCIATION WITH A PROPOSED CONVENIENCE STORE, TYPE B, LOCATED AT 699 SOUTH NOVA ROAD WITHIN THE B-8, COMMERCIAL ZONING DISTRICT UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Kimley-Horn and Associates, Inc., a foreign profit corporation (the "Applicant") acting as an authorized agent on behalf of Sun State Petrol I, LLC, a Florida Limited Liability Company (the "Property Owner") has applied for a Special Exception for outdoor activity to allow for the outdoor sales of merchandise along the proposed building perimeter under certain conditions on that real property located at 699 South Nova Road, Ormond Beach, Florida 32174 ("the Property"), and

WHEREAS, the Site Plan Review Committee (SPRC), approved a convenience store with gasoline sales on November 3, 2025 on the Property, and

WHEREAS, the said application is in compliance with the provisions of the Ormond Beach *Land Development Code* (the "*Land Development Code*") and the general laws of Florida, and

WHEREAS, the Site Plan Review Committee held a determination meeting on December 17, 2025, and provided a recommendation of the application, and

WHEREAS, the Planning Board held a public hearing on January 15, 2026, regarding this matter as required by Chapter 1, Article II, Section 1-15(c)(5), of the *Land Development Code* and provided a recommendation of denial of the application, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee; and

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

(1) The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the B-8, Commercial 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 development will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to, roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. 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;

(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,

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 Mayor and the City Manager are hereby authorized and directed to execute a Development Order for a Special Exception regarding the Property by authorizing outdoor activity to allow for the outdoor sales of merchandise along the proposed building perimeter under certain conditions on that real property located at 699 South Nova Road, Ormond Beach, Florida 32174, as described in the Special Exception Development Order, a copy of which is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 24th day of March, 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 acting as an authorized agent on behalf of Sun State Petrol I, LLC, a Florida Limited Liability Company
	Application No.	PZ-2025-217
	Project Name:	"Circle K, Outdoor Activity"
	Property Address:	699 South Nova Road, Ormond Beach, Florida 32174
	Parcel ID No.:	4242-03-05-0222

SPECIAL EXCEPTION DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on March 24, 2026, and the City Commission having considered those items as required by Section 1-18(e)(2) 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 B-8, Commercial 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 acting as an authorized agent on behalf of Sun State Petrol I, LLC, a Florida Limited Liability Company for a Special Exception to allow for the outdoor sales of merchandise along the building perimeter under certain conditions on that real property located at 699 South Nova Road, Ormond Beach, Florida 32174, as described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times;

2. Full and complete compliance with the Site Plan attached as Exhibit "B";

B. No material change shall be made to the final plans attached as Exhibit "B" and incorporated herein by reference for this Special Exception without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Development Order.

C. All site construction activity shall be performed in strict compliance with the terms and conditions of this Special Exception and of the Land Development Code.

D. If the final plan approval lapses under the provisions of Section 1-14(C)(3) of the *Land Development Code* before the Special Exception permit can be established, a new application for a Special Exception Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

E. In the event the use of the land approved by this Special Exception Development Order is abandoned for a period of two (2) years before any permit for the convenience store has been issued hereunder this Special Exception Development Order shall automatically become void, and a new application for a Special Exception Development Order must be submitted for consideration in accordance with the requirements of the Land Development Code.

F. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating if the Special Exception is not in compliance with Section 1-14, or with the approved site plan in Exhibit "B" of the Special Exception 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.

G. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Kimley-Horn and Associates, Inc., a foreign profit corporation and shall be binding upon Sun State Petrol I, LLC, a Florida Limited Liability Company, its successors and assigns, and shall run with the real property described and depicted in Exhibit "A" attached hereto and incorporated herein by reference. (Parcel ID No.: 4242-03-05-0222).

ORDERED this 24th day of March, 2026.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

LEGAL DESCRIPTION

From Altamax Surveying dated November 17, 2025
699 South Nova Road – Parcel ID: 4242-03-05-0222

DESCRIPTION:

PARCEL 1:
THE SOUTHERLY 200 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK P, PAGE 1,EXCEPTING THAT PART OF NOVA ROAD AND LESS A TRIANGULAR PARCEL FOR SR 5A R/W PURSUANT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DEED, RECORDED APRIL 6, 1984 IN OFFICIAL RECORDS BOOK 2553, PAGE 1066, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND LESS AND EXCEPT

THAT CERTAIN PARCEL OF LAND AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 3852, PAGE 1146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

PARCEL 2:

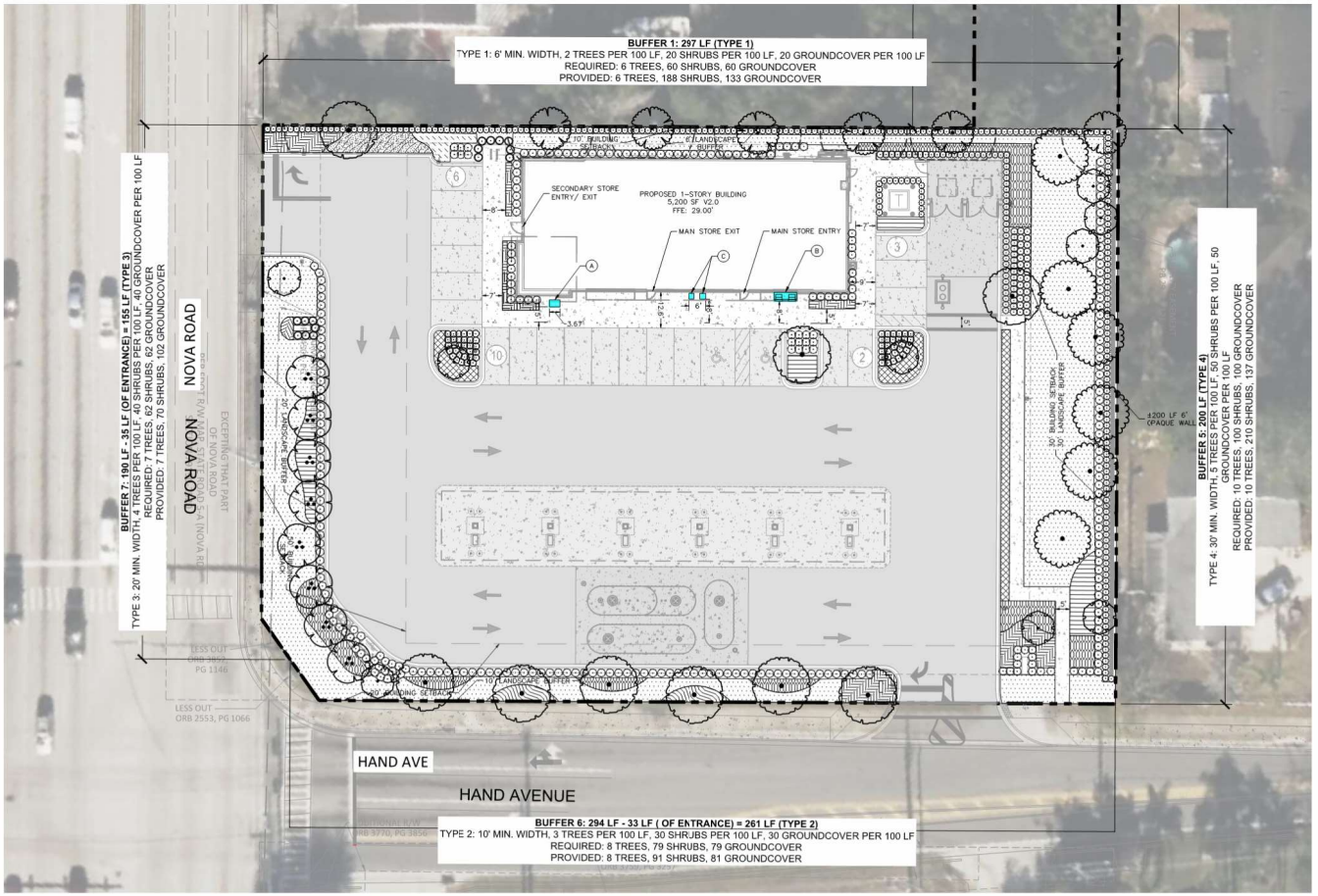
THE EASTERLY 50 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK P, PAGE 1, VOLUSIA COUNTY, FLORIDA EXCEPTING THAT PORTION OF SAID OF SAID PARCEL DESCRIBED AS THE SOUTHERLY 200 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5 AND FURTHER EXCEPTING THE NORTHERLY 5 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Map of Area



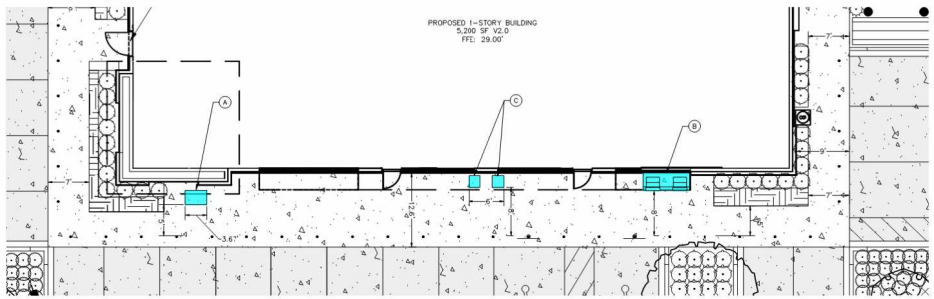
PARCEL ID:	4242-03-05-0222
OWNER:	SUN STATE PETROL I, LLC, A FOR PROFIT CORPORATION
APPLICANT:	KIMLEY-HORN AND ASSOCIATES, INC., A FOR PROFIT CORPORATION
SPECIAL EXCEPTION ADDRESS:	699 SOUTH NOVA ROAD, ORMOND BEACH, FLORIDA 32174

EXHIBIT "B"
Page 1 of 2



SITE LAYOUT:

GRAPHIC SCALE IN FEET
0 5 10 20



OUTDOOR STORAGE AREA DETAIL:

GRAPHIC SCALE IN FEET
0 10 20 40

SITE DATA:

PROJECT NAME:	CIRCLE K – NOVA & HAND
PROPERTY OWNERSHIP:	SUN STATE PETROL I, LLC
ADDRESS:	699 S. NOVA RD ORMOND BEACH, FL
PARCEL ID'S:	424203050222
AREA:	±1.88 ACRES (81,833 SF)
REQUIRED CODE:	CITY OF ORMOND BEACH
FLU/ZONING:	COMMERCIAL (B-8)
PROPOSED USE:	COMMERCIAL

BUILDING HEIGHT:	
PROPOSED:	35 FT

BUILDING SETBACKS:	REQUIRED	PROVIDED
SIDE (NOVA RD):	50 FT	50 FT
SIDE (NORTH):	10 FT	10 FT
FRONT (HAND AVE):	20 FT	20 FT
REAR (EAST):	30 FT	30 FT
LANDSCAPE SETBACKS:	REQUIRED	PROVIDED
SIDE (NOVA RD):	20 FT	20 FT
SIDE (NORTH):	6 FT	6 FT
FRONT (HAND AVE):	10 FT	10 FT
REAR (EAST):	30 FT	30 FT

PARKING REQUIRED:	
CONVENIENCE STORE	
1 SPACES / 200 SF GFA	26
1/2 SERVICE STATION REQUIREMENT	7
TOTAL REQUIRED PARKING	33
PARKING PROVIDED:	
PROPOSED HANDICAP SPACES (12'X20'):	2
PROPOSED REGULAR SPACES (9.5'X20'):	10
PROPOSED REGULAR SPACES (9.5'X18'):	9
PROPOSED CANOPY SPACES (10'X20'):	12
PROPOSED ON-SITE SPACES:	33
BICYCLE PARKING:	
PROVIDED SPACES:	2

SITE COVERAGE:			
IMPERVIOUS (PAVEMENT, WALKS)	0.85 AC	37,038 SF	45.3%
IMPERVIOUS (BUILDING)	0.12 AC	5,200 SF	6.4%
PERVIOUS (OPEN SPACE)	0.91 AC	39,594 SF	48.3%
TOTAL SITE AREA	1.88 AC	81,832 SF	100%
TOTAL IMPERVIOUS AREA	0.97 AC	42,238 SF	51.7%

VEHICLE USE AREA (VUA) CALCULATIONS:
PROPOSED VUA = 32,662 SF * 10% = 3,266 SF
PROVIDED VUA = 3,366 SF

LEGEND:

OUTDOOR RETAIL SALES / MERCHANDISE

A) PROPANE EXCHANGE
B) ICE MERCHANDISER
C) BOTTLED WATER AND/OR SEASONAL SALES

NOTES:

1. MAX HEIGHT FOR STACKED ITEMS = 3'
2. OUTDOOR DISPLAY AREAS TO BE MARKED WITH YELLOW LINE (4") TO DESIGNATE PERMITTED OUTDOOR DISPLAY AREAS
3. ITEM LOCATIONS MAY BE INTERCHANGED BUT MUST BE WITHIN DELINEATED APPROVED AREAS
4. PHOTOS ARE FOR REFERENCE. QUANTITY AND LOCATIONS SHALL BE PER THE APPROVED SPECIAL EXCEPTION SITE PLAN EXHIBIT



(A) PROPANE:
QUANTITY = 1 UNIT
MERCHANDISE DIMENSIONS = 3.67'Lx28.5"Wx6.16'H
DESIGNATED STORAGE AREA = 4'Lx2'W



(B) ICE MERCHANDISER:
QUANTITY = 1 UNIT
MERCHANDISE DIMENSION = 6.17'Lx33"Wx4.9'H
DESIGNED STORAGE AREA = 8'Lx3'W



(C) BOTTLED WATER / SEASONAL SALES:
QUANTITY = 2 PALLETS
MERCHANDISE DIMENSIONS = 5.67'Lx34"Wx36"H
DESIGNED STORAGE AREA = 6'Lx3'W

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.

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No	REVISIONS

LICENSED PROFESSIONAL
JARROD C STUBBS, PE
FL LICENSE NUMBER 89387
DATE 2/18/2026

KHA PROJECT 149880169	
DATE	2/18/2026
SCALE	AS SHOWN
DESIGNED BY	KEH
DRAWN BY	KEH
CHECKED BY	JCS

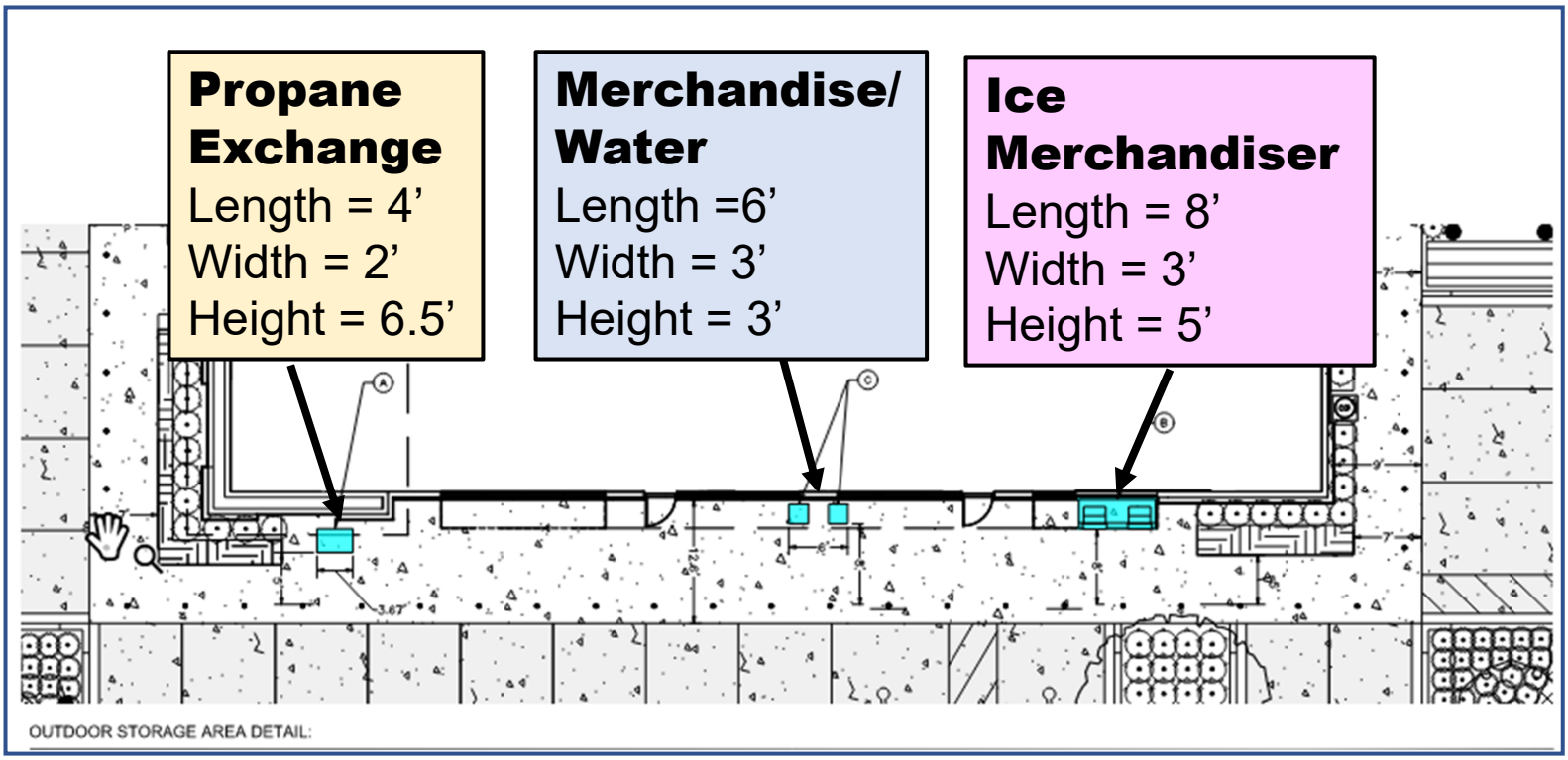
SPECIAL EXCEPTION SITE PLAN EXHIBIT

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
EX-01

Conditions:

1. **Maximum height for stacked merchandise is three feet.**
2. **Outdoor display areas to be marked with a 4" yellow line.**
3. **No outdoor display shall be outside yellow lines.**
4. **Item locations may be interchanged but must be within delineated approved display areas.**



OUTDOOR STORAGE AREA DETAIL:

Examples of Outdoor Activity



Ⓐ PROPANE:

QUANTITY = 1 UNIT
MERCHANDISE DIMENSIONS = 3.67'Lx28.5"Wx6.16'H
DESIGNED STORAGE AREA = 4'Lx2'W



Ⓑ ICE MERCHANDISER:

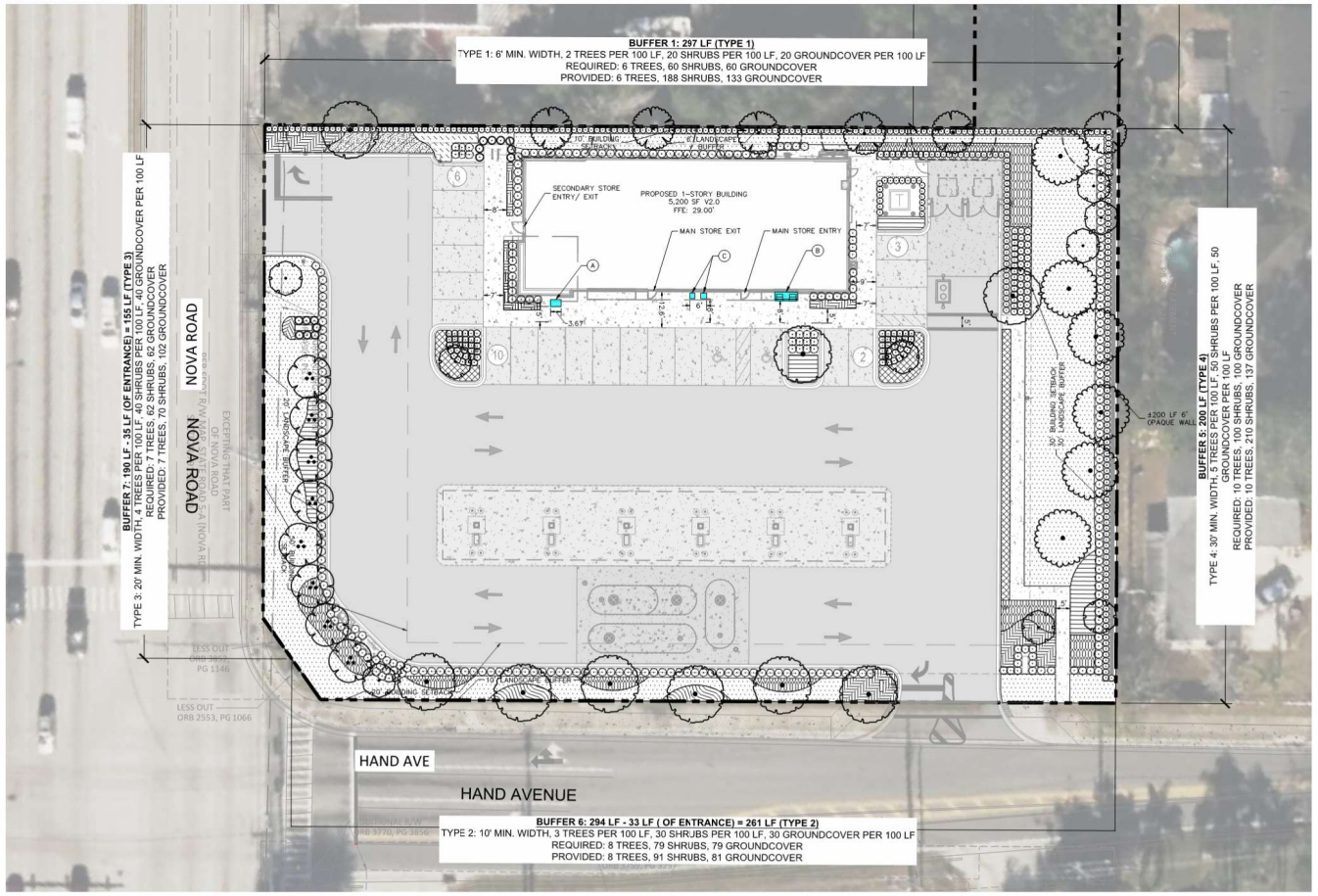
QUANTITY = 1 UNIT
MERCHANDISE DIMENSION = 6.17'Lx33"Wx4.9'H
DESIGNED STORAGE AREA = 8'Lx3'W



Ⓒ BOTTLED WATER / SEASONAL SALES:

QUANTITY = 2 PALLETS
MERCHANDISE DIMENSIONS = 5.67'Lx34"Wx36"H
DESIGNATED STORAGE AREA = 6'Lx3'W

Site plan updated after Planning Board meeting



SITE LAYOUT:

GRAPHIC SCALE IN FEET
0 10 20 40

SITE DATA:

PROJECT NAME:	CIRCLE K – NOVA & HAND
PROPERTY OWNERSHIP:	SUN STATE PETROL I, LLC
ADDRESS:	699 S. NOVA RD ORMOND BEACH, FL
PARCEL ID'S:	424203050222
AREA:	±1.88 ACRES (81,833 SF)
REQUIRED CODE:	CITY OF ORMOND BEACH
FLU/ZONING:	COMMERCIAL (B-8)
PROPOSED USE:	COMMERCIAL

BUILDING HEIGHT:

PROPOSED:	35 FT

BUILDING SETBACKS:

	REQUIRED	PROVIDED
SIDE (NOVA RD):	50 FT	50 FT
SIDE (NORTH):	10 FT	10 FT
FRONT (HAND AVE):	20 FT	20 FT
REAR (EAST):	30 FT	30 FT

LANDSCAPE SETBACKS:

	REQUIRED	PROVIDED
SIDE (NOVA RD):	20 FT	20 FT
SIDE (NORTH):	6 FT	6 FT
FRONT (HAND AVE):	10 FT	10 FT
REAR (EAST):	30 FT	30 FT

PARKING REQUIRED:

CONVENIENCE STORE

1 SPACES / 200 SF GFA	26
1/2 SERVICE STATION REQUIREMENT	7
TOTAL REQUIRED PARKING	33

PARKING PROVIDED:

PROPOSED HANDICAP SPACES (12'X20'):	2
PROPOSED REGULAR SPACES (9.5'X20'):	10
PROPOSED REGULAR SPACES (9.5'X18'):	9
PROPOSED CANOPY SPACES (10'X20'):	12
PROPOSED ON-SITE SPACES:	33

BICYCLE PARKING:

PROVIDED SPACES:	2

SITE COVERAGE:

IMPERVIOUS (PAVEMENT, WALKS)	0.85 AC	37,038 SF	45.3%
IMPERVIOUS (BUILDING)	0.12 AC	5,200 SF	6.4%
PERVIOUS (OPEN SPACE)	0.91 AC	39,594 SF	48.3%
TOTAL SITE AREA	1.88 AC	81,832 SF	100%
TOTAL IMPERVIOUS AREA	0.97 AC	42,238 SF	51.7%

VEHICLE USE AREA (VUA) CALCULATIONS:
PROPOSED VUA = 32,662 SF * 10% = 3,266 SF
PROVIDED VUA = 3,366 SF

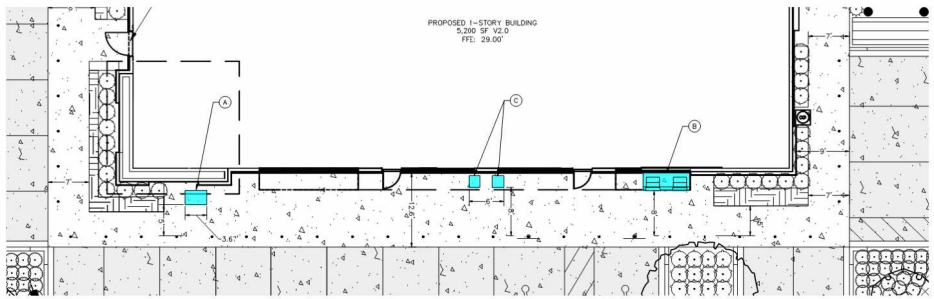
LEGEND:

OUTDOOR RETAIL SALES / MERCHANDISE

A) PROPANE EXCHANGE
B) ICE MERCHANDISER
C) BOTTLED WATER AND/OR SEASONAL SALES

NOTES:

1. MAX HEIGHT FOR STACKED ITEMS = 3'
2. OUTDOOR DISPLAY AREAS TO BE MARKED WITH YELLOW LINE (4") TO DESIGNATE PERMITTED OUTDOOR DISPLAY AREAS
3. ITEM LOCATIONS MAY BE INTERCHANGED BUT MUST BE WITHIN DELINEATED APPROVED AREAS
4. PHOTOS ARE FOR REFERENCE. QUANTITY AND LOCATIONS SHALL BE PER THE APPROVED SPECIAL EXCEPTION SITE PLAN EXHIBIT



OUTDOOR STORAGE AREA DETAIL:

GRAPHIC SCALE IN FEET
0 5 10 20



(A) PROPANE:
QUANTITY = 1 UNIT
MERCHANDISE DIMENSIONS = 3.67'Lx28.5"Wx6.16'H
DESIGNATED STORAGE AREA = 4'Lx2'W



(B) ICE MERCHANDISER:
QUANTITY = 1 UNIT
MERCHANDISE DIMENSION = 6.17'Lx33"Wx4.9'H
DESIGNED STORAGE AREA = 8'Lx3'W



(C) BOTTLED WATER / SEASONAL SALES:
QUANTITY = 2 PALLETS
MERCHANDISE DIMENSIONS = 5.67'Lx34"Wx36"H
DESIGNED STORAGE AREA = 6'Lx3'W

Kimley»Horn
1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
JAROD C STUBBS, PE
FL LICENSE NUMBER 89387
DATE 2/18/2026

KHA PROJECT 149880169
DATE 2/18/2026
SCALE AS SHOWN
DESIGNED BY KEH
DRAWN BY KEH
CHECKED BY JCS

SPECIAL EXCEPTION
SITE PLAN EXHIBIT

CIRCLE K - NOVA & HAND
ORMOND BEACH FL

SHEET NUMBER
EX-01

No	REVISIONS	DATE	BY

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.

PLANNING BOARD
STAFF REPORT
Circle K, Outdoor Activity, Special Exception
Project Number: PZ-2025-217

SITE PLAN REVIEW COMMITTEE DETERMINATION DATE:	December 17, 2025
PLANNING BOARD DATE:	January 15, 2026
TENTATIVE CITY COMMISSION DATE:	February 17, 2026 (only one hearing)
APPLICANT:	Kimley-Horn and Associates, Inc., on behalf of Sun State Petrol I, LLC, property owner
LOCATION:	699 South Nova Road, Ormond Beach, Florida 32174
REQUEST:	Special Exception for outdoor activity to allow for the outdoor sales of merchandise along the building perimeter.
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request by Kimley-Horn and Associates, Inc., on behalf of the property owner, Sun State Petrol I, LLC, for a Special Exception for outdoor activity to allow for the outdoor sales of merchandise along the building perimeter. The property has a zoning designation of B-8, Commercial and the Outdoor Activity use is allowed as a Special Exception within the B-8, Commercial zoning district.

SECTION 2, BACKGROUND:

The subject property is located at 699 South Nova Road, and on November 3, 2025, the City's Site Plan Review Committee approved a site plan for a Convenience Store, Type B, which allows for the sale of gasoline from gas pumps and a self-service car wash. No car wash was proposed with the Convenience Store application, and the SPRC approval included a 5,200 square-foot one-story building with 12 fuel pumps, a fueling station canopy, and associated site improvements.

The applicants have submitted an application to have outdoor areas to display merchandise, including propane cages, ice machines, and other seasonal/bulk retail items. The merchandise would have a height limit of three (3') feet and would be marked to delineate the limits of outdoor activity. The City's Land Development Code definition of Outdoor Activity means, "the display of merchandise offered for sale or any activity, such as live entertainment, outside of the building walls of a completely enclosed building." The subject property is located in the B-8, Commercial, zoning district and the Outdoor Activity use is allowed through a Special Exception in this zoning district.

The proposed use is part of the recently approved Convenience Store, Type B, which underwent a neighborhood meeting as part of the Site Plan Review process. As there is no new construction proposed as part of the Special Exception for outdoor activity use, a neighborhood meeting was not required for this application.

The applicant had a Site Plan Review Committee (SPRC) determination meeting on Wednesday, December 17, 2025. There was discussion at the determination meeting regarding the visibility of the outdoor storage areas adjacent to the Nova Road right-of-way. The SPRC team recommended removing the location of the outdoor activity along the western building frontage that faces the Nova Road right-of-way and ensuring the outdoor areas were clearly marked with yellow striping. At this meeting, public comments were received and sought to ensure that no storage, especially propane tanks, would be stored on the east side closest to the residential properties. There is currently no outdoor display or storage proposed along the eastern building facade. The applicants have resubmitted their site plan to the SPRC and proposed two options. Option A is the original submittal with the applicant's preferred outdoor activity locations, and Option B is an updated site plan based on the SPRC recommendations.

SECTION 3, ANALYSIS: The site is designated as GC "General Commercial" on the Future Land Use Map with a B-8, Commercial zoning designation. 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	GC, "General Commercial"	B-8, Commercial
South	Commercial/Tomoka Plaza	GC, "General Commercial"	B-8, Commercial
West	Convenience Store and Multi-Family Residential	GC, "General Commercial" and MDR, "Medium Density Residential"	B-2, Neighborhood Commercial and R-5, Multi-Family Medium Density
East	Single-Family Residential	LDR, "Low Density Residential"	R-3, Single-Family Medium Density

SECTION 4, SPECIAL EXCEPTION CRITERIA:

Section 2-56 of the Land Development Code outlines the general criteria for all Special Exception approvals:

1. ***Off-street parking loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.***

   There are no parking requirements for the proposed outdoor activity use. The request is to allow outdoor merchandise to be placed along the building perimeter for retail sales in conjunction with the recently approved convenience store. The site plan approvals for the convenience store established the required parking.

2. ***Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, Chapter 3, Article 1, and other applicable provisions of this Code.***

   The request is to allow outdoor merchandise to be placed along the building perimeter for retail sales in conjunction with the recently approved convenience store. The site plan approvals for the convenience store required a buffer wall on the eastern property line where it is adjacent to residential properties.

3. ***Size, location, or number of conditional or Special Exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or Special Exceptions are located.***

   There have not been any Special Exceptions for Outdoor Activity issued on the surrounding properties.

4. ***Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to assure the compatibility of the development with existing and proposed uses in the surrounding area.***

The request is to allow outdoor merchandise to be placed along the building perimeter for retail sales in conjunction with the recently approved convenience store. The outdoor activity sales would occur during business hours of operation.

5. ***The Special Exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of City-approved mitigative techniques.***

   This Special Exception will not generate hazardous waste. The propane tanks associated with the request are for retail only, and there will not be any disposal of hazardous waste associated with this request.

6. ***All development proposed as a Special Exception within or adjacent to a historic district shall be reviewed based on applicable criteria stated herein for residential, commercial or mixed-use development and shall also comply with appearance and design guidelines for historic structures.***

   The project is not located within, or adjacent to, a historic district, and this criterion does not apply to the project development.

7. ***Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) foot-candles at the property line.***

   No outdoor lighting is proposed as part of this Special Exception request. The request is to allow outdoor merchandise to be placed along the building perimeter for retail sales in conjunction with the recently approved convenience store.

SECTION 5, OUTDOOR ACTIVITY SPECIAL EXCEPTION CRITERIA:

Section 2-57(53) of the Land Development Code outlines the Outdoor Activity criteria for all Special Exception approvals:

A. If located adjacent to a residential use, appropriate screening and buffering shall be provided to minimize noise and glare impact to the maximum extent feasible.

The outdoor activity would be located along the building perimeter of the recently approved Convenience Store, Type B, at the subject property. As part of the convenience store approval, a buffer wall was required along the east property line and will be installed in accordance with the approved site plan.

B. A site plan displaying the area for activity and pedestrian movement shall be required.

The applicant has provided a proposed site plan in the attachments, which identifies the areas for outdoor activity and pedestrian movement.

C. Outdoor music shall provide a sound study demonstrating compliance with the adopted maximum decibel levels.

No outdoor music is proposed as part of the outdoor activity and this criterion does not apply.

SECTION 6, DEVELOPMENT ORDER CRITERIA:

Section 1-15(e) (Planning Board) and Section 1-18 (e)(2) (City Commission) of the Land Development Code provide development order criteria for Special Exception applications. The following criterion is outlined in bold below followed by staff's responses:

1. ***The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.***

   The proposed outdoor activity entails the outside display and sale of merchandise including propane cages, ice machines, and other seasonal/bulk retail items. These items are customary at many convenience stores, and the applicant will provide a site plan to demonstrate the location of the storage areas. The proposed outdoor retail sales will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. ***The proposed development is consistent with the Comprehensive Plan.***

   The site is designated "General Commercial" on the City's Future Land Use Map and has a B-8, Commercial zoning classification. Outdoor activity use is allowed within the B-8 Commercial zoning district as a Special Exception, subject to review by the Site Plan Review Committee and the Planning Board, and final action by the City Commission. The Special Exception application 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.***

   The outdoor activity Special Exception application will not require any site development and will not adversely impact environmentally sensitive lands or natural resources.

4. ***The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.***

   The proposed Special Exception for outdoor activity will allow for outdoor retail areas in conjunction with the approved convenience store. The outdoor retail sales will not substantially or permanently depreciate the value of surrounding properties and shall be placed in accordance with the final site plan. The applicants have resubmitted their site plan to the SPRC and proposed two options. Option A is the original submittal with the applicant's preferred outdoor activity locations, and Option B is an updated site plan based on the SPRC recommendations. Public comments were received and requested that no storage, especially propane tanks, be stored on the east side closest to the residential properties. There is currently no outdoor display or storage proposed along the eastern building facade.

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.***

   Public facilities are not required for the placement of the outdoor retail areas, and this criterion is not applicable. The areas for the proposed placement for the outdoor retail will be clearly marked with yellow striping and ensure that ADA accessibility to the building will be met.

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 Special Exception for outdoor activity entails the outside display and sale of merchandise including propane cages, ice machines, and other seasonal/bulk retail items. As required in Section 2-57(53), the applicant is required to provide a site plan that demonstrates compliance with pedestrian accessibility. The applicants have submitted a site plan that identifies the areas for the outdoor activity and pedestrian movement.

7. ***The proposed development is functional in the use of space and aesthetically acceptable.***

   The Special Exception for outdoor activity is to allow areas for outdoor retail sales. These items are customary at many convenience stores, and the applicant will provide a site plan to demonstrate the location of the storage areas and ensure they are located in a functional and aesthetically pleasing location. The applicants have resubmitted their site plan to the SPRC and proposed two options. Option A is the original submittal with the applicant's preferred outdoor activity locations, and Option B is an updated site plan based on the SPRC recommendations.

8. ***The proposed development provides for the safety of occupants and visitors.***

   The overall design indicates safe movement on the site for occupants and visitors.

9. ***The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.***

   The proposed materials and architectural features will not negatively impact the neighborhood or aesthetics of the area. The outdoor activity is to allow areas for outdoor retail sales along the perimeter of the building as identified on the site plan. The SPRC team recommended removing the location of the outdoor activity along the western building frontage that faces the Nova Road right-of-way and ensure the outdoor areas were clearly marked with yellow striping.

10. The testimony provided at public hearings.

This application had a Site Plan Review Committee (SPRC) determination meeting on December 17, 2025, and these meeting minutes are included as ATTACHMENT 1.

SECTION 6, RECOMMENDATION:

The Site Plan Review Committee recommended that the Planning Board **APPROVE** the Special Exception for Outdoor Activity at 699 South Nova Road, subject to the conditions that one of the ice machines be removed at the applicants choice, and relocate the propane cage to the Hand Avenue frontage so that there is no outdoor storage on the Nova Road side, as well as ensure that the outdoor products display would be marked to delineate the limits of outdoor activity.

If the Planning Board does not believe the applicant has met the Land Development Code criteria, the Board may recommend approval with conditions or denial of the application.

Attachments:

Attachment 1: SPRC 12/17/2025 determination meeting minutes
Attachment 2: Project maps
Attachment 3: Applicant submitted information

Attachment 1:

SPRC 12/17/2025 determination meeting minutes

ORMOND BEACH
SITE PLAN REVIEW COMMITTEE (SPRC) MEETING

9:00 A.M., December 17, 2025

The SPRC Meeting commenced at 9:00 a.m. on December 17, 2025.

I. Final Site Plan Review Committee Determination

A. 9:30 a.m. to 10:00 a.m., 699 S. Nova Road (LDCR-2025-002515) Outdoor Activity

Attendance
Ben Shoemaker, Kimley-Horn and Associates, Inc.
Mike Murier, Newkirk Engineering

Guest:
Michael Gentry, Planning Board
Amber Bobak, Resident
Bennie Kaeding, Resident
Gayla Kaeding, Resident

Staff:
Steven Spraker, Planning Director
Alex Schumann, Utilities Manager
Robin Gawel, Senior Planner
Sarah Motes, Senior Planner
Peter Youssef, Planning Civil Engineer
Michael Stephenson, Utilities Engineer
Cara Culliver, Landscape Architect
Marcella Miller, Office Manager

i. Staff presentation:
Ms. Sarah Motes, Senior Planner, reviewed the Special Exception for outdoor activities to allow for the outdoor sales of merchandise along the building perimeter that the Circle-K is proposing to display: propane tanks, ice machine, bug wash, window washer fluid, and other seasonal vending items. The site plan was submitted November 17, 2025 and additional information was requested by December 02, 2025 from the Planning Department. The project is slated for the January 15, 2026 Planning Board meeting and February 2026 City Commission meeting.

The concerns expressed were the display areas along N. Nova Road. It was recommended that the exhibit be more broad and not list specific seasonal items.

ii. Application presentation:
The applicant expressed the importance for the company to be able to display merchandise in a visible location in emergency situations, adding the proposed sale of firewood and holiday item sales. It was advised that the company is filing a special exception with the

city. Regarding the outstanding comments, it was said that the height and sizing will be noted on the plans and will have a maximum height of 3' high.

iii. Public comments:

Ms. Amber Bobak, resident, stated that her and 200 other residents have opposed the project from the beginning.

Mr. Gentry asked for clarification about the two locations for the propane and ice vending machines.

Ms. Bobak asked if they can keep the residential side free of the propane tanks for safety.

Mr. Spraker clarified that this request is for the outdoor activity only.

iv. Application response:

It was stated that the propane exchange tank area will be landscaped and less visible to see from the right-of-way (ROW). It was discussed and determined that if driving north, it is camouflaged and if driving south, there is a clear sight of it.

v. Staff/Applicant discussion:

Ms. Motes suggested for the applicants to add a table and legend on the site plan.
Regarding landscaping, Ms. Culliver commented for it to be architecturally treated or blended more.
Mr. Spraker asked if there is a need for two ice machines and if it can be shifted so that others do not see it on the Nova Road frontage. It was further discussed that the SPRC can make an amendment to remove an ice machine and replace it with propane and the rest of it can remain as proposed, with replacement of one of the proposed ice machine locations with the propane tank area. It was advised that the area is required to be striped around the boundary for code enforcement purposes.

Mr. Gaines, Fire Marshal, stated that propane tanks are required to be 10' away from the doors. Bollards are required to be properly spaced and installed. It was added that a fire extinguisher is required outside. A separate 2 ½ gallon pressurized fire extinguisher is required to be by the firewood and any fire products.

Ms. Motes asked for the trash receptacles to be off of the site plan. It was suggested to relocate the propane tank area.

Staff explained that a revised exhibit is required to be sent to the SPRC by December 29, 2025 for the January scheduled Planning Board meeting. The property has to be posted by December 31, 2025.

vi. Site Plan Review Committee decision:

Mr. Spraker, Planning Director, entertained a motion:

Mr. Spraker made the motion to approve the 699 S. Nova Road Outdoor Activity, subject to the conditions that one of the ice machines be removed at the applicants

choice, and relocate the propane to the Hand Avenue frontage so that there is no outdoor storage on the Nova Road side, as well as ensure that the outdoor products display area be marked (striped). Mr. Schumann seconded the motion. Vote was called, and the motion was approved (3-0).

The meeting adjourned at 9:48 a.m.

II. Approval of 12/10/25 SPRC Minutes

Attachment 2:

Project Maps



AERIAL MAP
699 SOUTH NOVA ROAD
(SPECIAL EXCEPTION)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 5, 2025

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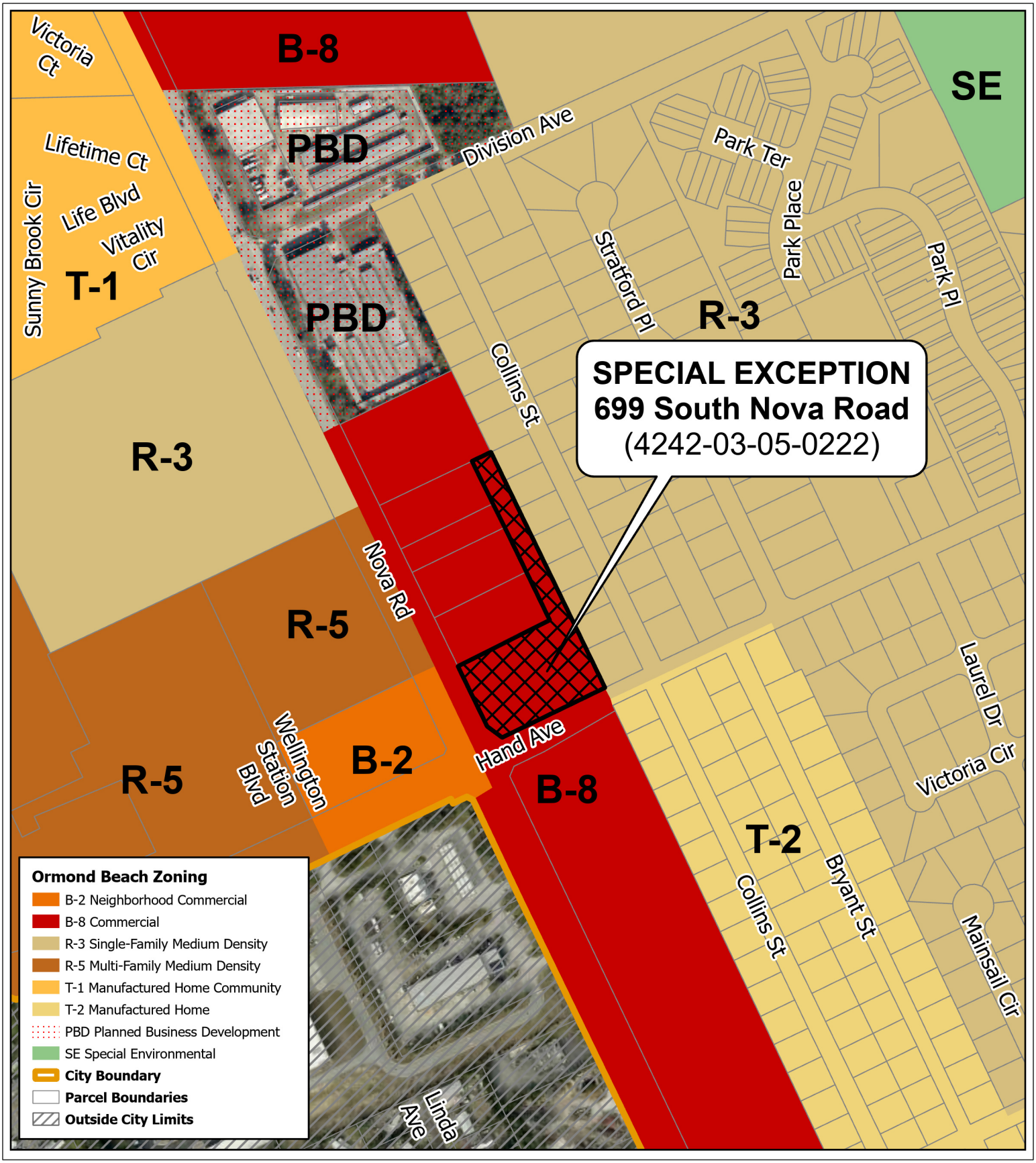

ZONING MAP
699 SOUTH NOVA ROAD
(SPECIAL EXCEPTION)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 5, 2025

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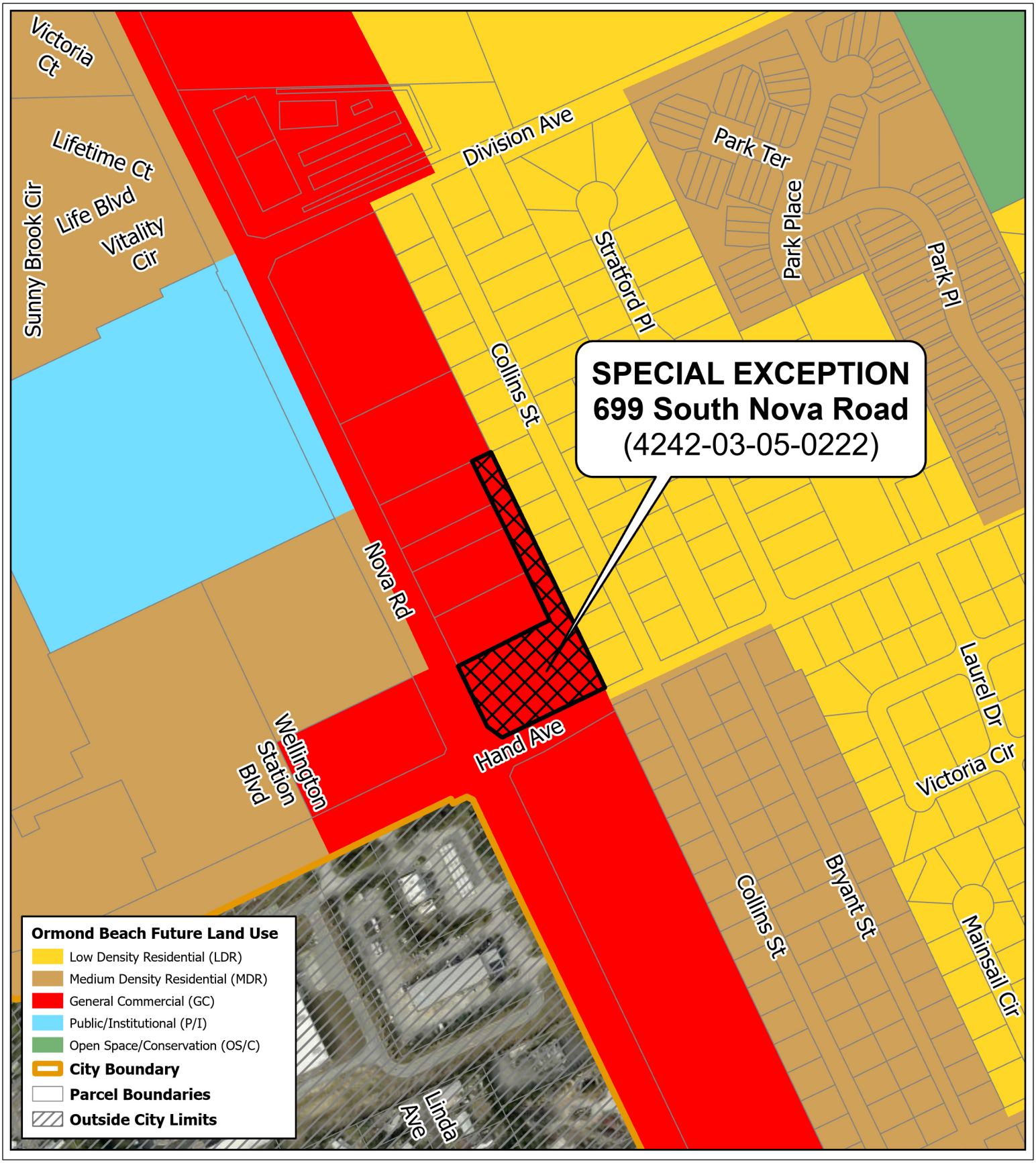

FUTURE LAND USE MAP
699 SOUTH NOVA ROAD
(SPECIAL EXCEPTION)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 5, 2025

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Attachment 3:

Applicant Submitted Information

City of Ormond Beach
Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 610-0520 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

All applications are required to be submitted within the Tyler permitting system (https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home). **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 610-0520.**

Project Type:
Note: other applications, such as variances will have a separate application form.

	Annexation
	Annexation Agreement
	Comprehensive Plan, Small Scale
	Comprehensive Plan, Large Scale
	Easement, Dedication
	Easement, Release
	Historic Landmark, Designation
	Historic Landmark, Removal
	Land Development Code Amendment
	Land Development Code Amendment, Zoning Uses
	Planned Development
	Planned Development Amendment
✓	Special Exception
	Special Exception, CRA
	Street Vacation
	Zoning Map Amendment, 9.99 acres or less
	Zoning Map Amendment, 10.00 acres or more
	Other:

PROJECT INFORMATION

Project Name:	Circle K - Nova & Hand
Project Address:	699 S. Nova Rd, Ormond Beach, FL 32174
Volusia County parcel number(s):	424203050222
Description:	42-14-32 S 200 FT OF LOT 22 BLK 5 EXC ST & EXC NEW R/W HAND TRACT FITCH GRANT PER OR 3069 PAG 1025 PER OR 8565 PG 0155

APPLICANT INFORMATION *If not the property owner, please provide a letter of authorization from the property owner.	
Name:	Thomas Harman
Address:	3802 Corporex Park Dr., Suite 200
City, State, Zip Code:	Tampa, FL 33619
Telephone:	
E-mail:	dberry@dimensiongroup.com

PROPERTY OWNER	
Name:	Sun State Petrol I, LLC
Address:	133 Wyndham DR.
City, State, Zip Code:	Winter Haven, FL 33884-4123
Telephone:	
E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 5th day of November, 20 25, by Jarod C. Stubbs as Associate (title*) for Kimley-Horn + Associates, Inc. (name of corporation*), who ~~provided~~ N/A as identification, or who is personally known to me.

Brenda Michelle Rucker-Penland
Notary Public, State of Florida

BRENDA MICHELLE RUCKER-PENLAND
MY COMMISSION # HH521583
EXPIRES: June 01, 2028

Brenda Michelle Rucker-Penland
Name of Notary - typed or printed

Commission Number: HH521583

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Kimley»Horn

November 17, 2025

City of Ormond Beach
Planning Department
22 S. Beach Street, Room104
Ormond Beach, FL 32174

Re: **Circle K – Nova & Hand**
Address: **699 S Nova Rd, Ormond Beach, FL 32174**
Parcel ID: **424203050222**
Plan Number: **SPRC-2024-000051**

Dear SPRC Members,

On behalf of the applicant, Circle K Stores Inc., we respectfully request approval for a **special exception** to allow outdoor storage on the subject property. This request is made in accordance with the applicable zoning regulations and is intended to support the operational needs of the business while maintaining compliance with community standards.

The proposed outdoor storage area will be used exclusively for propane exchange, ice merchandiser(s), and display of sales. Display of sales is typically for bottled water, washer fluid, and firewood (seasonal). The outdoor storage items are integral to the daily operations of the business and supports the community.

The requested special exception aligns with the intent of the City of Ormond Beach Land Development Code and Comprehensive Plan and does not adversely affect public health, safety, or welfare. The proposed use supports local economic activity and does not create traffic congestion or environmental concerns.

The applicant respectfully requests approval of this special exception for outdoor storage, subject to any reasonable conditions imposed by the reviewing authority. This request ensures operational efficiency while preserving the character and integrity of the surrounding community.

If you have any further questions, please do not hesitate to contact the office or by email at Jarod.Stubbs@Kimley-Horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Jarod Stubbs, P.E.
Project Manager

AGENT AUTHORIZATION FORM

FOR THE CIRCLE K – NOVA & HAND PROJECT LOCATED IN ORMOND BEACH, FLORIDA

I, JEFFERY DONALSON , OF SUN STATE PETROL I, LLC. AS THE OWNER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, VOLUSIA COUNTY, PARCEL ID: 424203050222, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) CIRCLE K STORES, INC. AND KIMELY-HORN AND ASSOCIATES, INC., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, CITY OF ORMOND BEACH PERMIT(S), VOLUSIA COUNTY PERMIT(S), SJRWMD PERMIT(S), FDOT PERMITS AND FDEP PERMIT(S), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Signature of Property Owner

Date: 11/27/24

JEFFERY DONALSON
Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF Polk :

I certify that the foregoing instrument was acknowledged before me this 27th day of November 2024 by Jeffery Donalson. He/she is personally know to me or has produced _____ as identification and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

LAURA SANCHEZ
Notary Public-State of Florida
Commission # HH 313824
My Commission Expires
July 12, 2026
(Notary Seal)

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: July 12, 2026

This instrument prepared by and after recording, please return to:
First American Title Insurance Company – NCS-FL8-144-NC
121 W. Trade Street
Suite 2175
Charlotte, NC 28202
Attn: Debbie Stewart

This space reserved for Recorder's use only.

Volusia County Tax Parcel No. 4242-03-05-0225

QUITCLAIM DEED

THIS INDENTURE, made as of the 3 day of June, 2024, by and between **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association, successor by name change to NationsBank, National Association, successor by merger to NationsBank, National Association (South), successor by merger to NationsBank of Florida, successor by merger to NCNB National Bank of Florida ("**Grantor**"), whose mailing address is 100 N. Tryon Street, Charlotte, NC 28255 for consideration paid, grant to **SUN STATE PETROL I, LLC**, a Florida limited liability company, ("**Grantee**"), whose address is 133 Wyndham Drive, Winter Haven, Florida, 33884.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies and corporations).

W I T N E S S E T H:

THAT, Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Volusia County, Florida described on **EXHIBIT A**, attached hereto and incorporated by reference.

SUBJECT TO all matters listed or contained in **EXHIBIT B** labeled "Permitted Exceptions" which is attached hereto and incorporated herein.

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

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

A copy of Assistant Secretary's Certificate of Bank of America, National Association, is attached hereto as **EXHIBIT C**.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed, sealed and delivered, to be effective as of the day and year first above written.

GRANTOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

_____
Witness
Print Name: Joan Arria
Address: c/o Bank of America 25 Smith St Wakefield MA

_____
Witness
Print Name: John W. Gicker JR
Address: c/o [redacted] of America 25 Smith St Wakefield MA

STATE OF Massachusetts

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 24th day of April, 2024 by Kathleen M. Luongo, as Vice President of Bank of America, National Association, a national banking association, who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.

JOAN ARRIA
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 30, 2026

_____
Notary Public

Joan Arria
Printed Name

EXHIBIT A

LEGAL DESCRIPTION

Being that property situated in the County of Volusia, State of Florida, described as follows:

PARCEL 1:

The Southerly 200 feet of Lot 22, Block 5, Hands Tract in the Thomas Fitch Grant, of record in Map Book "P", Page 1, excepting that part in Nova Road and less a triangular parcel for SR 5A R/W pursuant to the State of Florida Department of Transportation Deed, recorded April 6, 1984 in O.R. Book 2553, Page 1066, of the Public Records of Volusia County, Florida.

LESS AND EXCEPT:

That certain parcel of land as more particularly described in Official Records Book 3852, Page 1146, Public Records of Volusia County, Florida.

Address: 699 S. Nova Rd., Ormond Beach, FL 32174

Volusia County Tax Parcel No. 4242-03-05-0222
Subdivision 03 Block 05 Lot 0222
Township 14 Range 32 Section 42

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of parties in possession, if any.

2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.

4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.

5. Any and all unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years.

7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.

8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.

9. Any liens for municipal betterments assessed after the date of the within Deed and/or orders for which assessments may be made after the date of the within Deed.

10. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land, and any adverse claim to all or part of the land that is, at, or was previously under water.

11. Any minerals or mineral rights leased, granted or retained by current or prior owners.

12. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Hands Tract in the Thomas Fitch Grant, as recorded in Plat Book P, Page 1 of Volusia County, Florida.

13. Perpetual Easement for Harmonizing recorded in Official Records Book 4509, Page 3 of Volusia County, Florida.

14. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Volusia County, Florida, with respect to the real property conveyed hereby.

EXHIBIT C

ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Victoria Townley, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. Effective September 4, 1992, NCNB National Bank of Florida, Charter No. 17775, The Citizens and Southern National Bank of Florida, Charter No. 14376, and NationsBank Trust Company (Florida), National Association, Charter No. 16831, merged under the charter of The Citizens and Southern National Bank of Florida and under the title of NationsBank of Florida, National Association.

2. Effective December 21, 1995, NationsBank of Florida, National Association, Charter 14376, merged into and under the charter of Bank of Madison County, National Association, Charter No. 22991, under the title of NationsBank of Florida, National Association.

3. Effective December 29, 1995, NationsBank of Florida, National Association, Charter 22991, merged into and under the charter of NationsBank of Georgia, National Association, Charter No. 13068, under the title of NationsBank, National Association (South).

4. Effective June 1, 1997, NationsBank, National Association (South), Charter No. 13068, merged into and under the charter and title of NationsBank, National Association, Charter No. 14448.

5. Effective July 5, 1999, the title of NationsBank, National Association, Charter Number 14448, was changed to Bank of America, National Association.

6. Effective July 23, 1999, Bank of America, National Association, Charlotte, North Carolina, Charter Number 14448, was merged into and under the charter of Bank of America National Trust and Savings Association, San Francisco, California, Charter Number 13044, with the resulting bank title of Bank of America, National Association, Charlotte, North Carolina, Charter Number 13044.

AS A CERTIFICATION TO THE MATTERS SET FORTH HEREIN, I have hereupon set my hand and affixed the seal of said Association this 22nd day of April, 2022.

(SEAL)

BANK OF AMERICA CORPORATE SEAL NATIONAL ASSOCIATION

Victoria Townley, Assistant Secretary

Detail by Entity Name

Foreign Profit Corporation
CIRCLE K STORES INC.

Filing Information

Document Number	F93000005584
FEI/EIN Number	74-1149540
Date Filed	12/08/1993
State	TX
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/15/1995
Event Effective Date	NONE

Principal Address

1130 W WARNER RD
BUILDING B
TEMPE, AZ 85284

Changed: 11/30/2007

Mailing Address

1130 W WARNER RD
BUILDING B
TEMPE, AZ 85284

Changed: 04/06/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 03/22/2002

Address Changed: 04/17/2008

Officer/Director Detail

Name & Address

Title Senior Vice President, Operations

BEDNARZ, BRIAN
25 W CEDAR STREET
SUITE 100
PENSACOLA, FL 35202

Title Director, President, SVP Global Shared Services, Secretary & Treasurer

Cunnington, Kathleen
1130 W. WARNER RD
BUILDING B

TEMPE, AZ 85284

Title Vice President Operations, West Coast

Wilkins, George
255 E. Rincon
Suite 119
Corona, CA 92879

Title Vice President Operations Coastal Carolinas

RICE, JR., MEREDITH WILLARD
1100 Situs Court
Suite 100
Raleigh, NC 27606

Title Assistant Secretary

Rocha, Marcella
17319 San Pedro Avenue
Suite 400
San Antonio, TX 78232

Title Assistant Secretary

Leipart, Tara
1130 W WARNER RD
BUILDING B
TEMPE, AZ 85284

Title SVP Operations, Director

Ostoits, Mark
5500 S. Quebec Street
Suite 100
Greenwood Village, CO 80111

Title Vice President Operations, South Atlantic

Harman, Thomas
215 Pendleton Street
Waycross, GA 31501

Title Vice President Operations, Gulf Coast

Powell, III, Angus T.
25 W Cedar Street
Suite 100
Pensacola, FL 32502

Title Assistant Secretary

Gooldy, Debra
4080 W. Jonathan Moore Pike
Columbus, IN 47201

Title ASSISTANT SECRETARY

LONGWELL, SARAH
255 E. RINCON STREET
SUITE 100

CORONA, CA 92879

Title Vice President Operations, Florida

QUINTANA, EDILBERTO
3802 CORPOREX PARK DRIVE
SUITE 200
TAMPA, FL 33619

Title Assistant Secretary

Burgess, Maria Danielle
1130 W WARNER RD
BUILDING B
TEMPE, AZ 85284

Title VP Operations Gulf Coast

Rodgers, Julie
1101 Gulf Breeze Pkwy
#200
Gulf Breeze, FL 32561

Annual Reports

Report Year	Filed Date
2024	04/06/2024
2025	04/24/2025
2025	07/18/2025

Document Images

07/18/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/24/2025 -- ANNUAL REPORT	View image in PDF format
04/06/2024 -- ANNUAL REPORT	View image in PDF format
05/04/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
06/29/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
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02/19/2021 -- ANNUAL REPORT	View image in PDF format
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01/04/2016 -- ANNUAL REPORT	View image in PDF format
08/14/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
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04/29/2014 -- ANNUAL REPORT	View image in PDF format
05/23/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/21/2011 -- ANNUAL REPORT	View image in PDF format
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04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
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04/17/2008 -- ANNUAL REPORT	View image in PDF format
11/30/2007 -- ANNUAL REPORT	View image in PDF format
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03/09/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
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05/05/2003 -- ANNUAL REPORT	View image in PDF format
04/30/2002 -- ANNUAL REPORT	View image in PDF format
03/22/2002 -- Reg. Agent Change	View image in PDF format
01/23/2001 -- ANNUAL REPORT	View image in PDF format
04/27/2000 -- ANNUAL REPORT	View image in PDF format
04/29/1999 -- ANNUAL REPORT	View image in PDF format
05/01/1998 -- ANNUAL REPORT	View image in PDF format
02/28/1997 -- ANNUAL REPORT	View image in PDF format
09/19/1996 -- ANNUAL REPORT	View image in PDF format
04/15/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



Detail by Entity Name

Florida Limited Liability Company
SUN STATE PETROL I, LLC

Filing Information

Document Number	L24000071705
FEI/EIN Number	99-1515043
Date Filed	02/08/2024
Effective Date	02/08/2024
State	FL
Status	ACTIVE

Principal Address

133 WYNDHAM DRIVE
WINTER HAVEN, FL 33884

Mailing Address

P.O. BOX 1282
WINTER HAVEN, FL 33882-1282

Registered Agent Name & Address

THOMAS CAPITAL PARTNERS, LLC
133 WYNDHAM DRIVE
WINTER HAVEN, FL 33884

Authorized Person(s) Detail

Name & Address

Title MGR

THOMAS CAPITAL PARTNERS, LLC
133 WYNDHAM DRIVE
WINTER HAVEN, FL 33884

Annual Reports

Report Year	Filed Date
2025	04/29/2025

Document Images

04/29/2025 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- Florida Limited Liability	View image in PDF format

Detail by Entity Name

Florida Limited Liability Company

THOMAS CAPITAL PARTNERS, LLC

Filing Information

Document Number	L12000121536
FEI/EIN Number	46-1000036
Date Filed	09/24/2012
Effective Date	09/24/2012
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	06/14/2022
Event Effective Date	NONE

Principal Address

133 WYNDHAM DRIVE
WINTER HAVEN, FL 33884

Changed: 04/05/2023

Mailing Address

P.O. BOX 1282
WINTER HAVEN, FL 33882

Changed: 08/10/2015

Registered Agent Name & Address

JD COMPANIES, LLC
133 WYNDHAM DRIVE
WINTER HAVEN, FL 33884

Name Changed: 04/29/2025

Address Changed: 04/05/2023

Authorized Person(s) Detail

Name & Address

Title Manager

DONALSON, JEFFERY T
2411 BERKSHIRE DRIVE
WINTER HAVEN, FL 33884

Annual Reports

Report Year	Filed Date
2023	04/05/2023
2024	04/29/2024
2025	04/29/2025

LEGAL DESCRIPTION:

(Per ALTAMAX Survey dated 1/17/25)

PARCEL 1:

THE SOUTHERLY 200 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH

GRANT, OF RECORD IN MAP BOOK P, PAGE 1,EXCEPTING THAT PART OF NOVA ROAD AND LESS A TRIANGULAR PARCEL FOR SR 5A R/W PURSUANT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DEED, RECORDED APRIL 6, 1984 IN OFFICIAL RECORDS BOOK 2553, PAGE 1066, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND LESS AND EXCEPT

THAT CERTAIN PARCEL OF LAND AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 3852, PAGE 1146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

PARCEL 2:

THE EASTERLY 50 FEET OF LOT 22, BLOCK 5, HANDS TRACT IN THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK P, PAGE 1, VOLUSIA COUNTY, FLORIDA EXCEPTING THAT PORTION OF SAID OF SAID PARCEL DESCRIBED AS THE SOUTHERLY 200 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5 AND FURTHER EXCEPTING THE NORTHERLY 5 FEET OF THE EASTERLY 50 FEET OF SAID LOT 22, BLOCK 5, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

General Review Criteria, Section 2-56 of the LDC

Section 2-56 of the Land Development Code states: In addition to the standards contained in article II of this chapter, applications for a proposed conditional use or special exception shall provide plans that demonstrate compliance with the following general criteria (additional or separate response documents are allowed):

1. **Off-street parking, loading and service areas. Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.**

The proposed project meets the required off-street parking per the City's Land Development Code for Gas Station and Convenience stores. The requested special exception for outdoor storage does not reduce or impact the provided parking areas.

2. **Required yards, screening or buffering, and landscaping. Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, chapter 3, article 1 and other applicable provisions of this Land Development Code.**

The proposed project provides and meets all applicable required yards, screening/ buffering, and landscaping. The requested special exception for outdoor storage does not reduce or impact the provided landscaping and screening requirements.

3. **Size, location or number of conditional and special exceptions. Size, location, or number of conditional and special exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or special exceptions are located.**

The requested special exception is for outdoor storage. The requested items for outdoor storage are typical to gas station / convenience stores and include:
1. Propane exchange locker: proposed along the west building facade to be furthest away from the residential land use as possible. The propane locker will be secure and only accessible by trained store employees.
2. Two (2) ice merchandisers: proposed at each side of the store frontage.
3. Washer fluid/bug wash: is requested to be stored at the front of the store as a typical sales item, and
4. Seasonal sales item such as firewood, located at the store frontage.

The outdoor sales are in line with what is seen across the intersection from this development and are in line with the overall character.

4. **Hours of operation. Hours of operation may be limited and the city may require additional information on structural design and site arrangement, to ensure the compatibility of the development with existing and proposed uses in the surrounding area. For instance, hours of operation may be restricted to avoid potential adverse impacts on a conforming residential use or on an adjacent residential district.**

The gas station/convenience store is approved for 24 hour operation. This allow for continuous monitoring of the outdoor storage area(s).

We received support for the 24/7 hour operation from SPRC for this specific project.

5. **Hazardous waste. The conditional or special exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques.**

No hazardous waste is generated by the proposed outdoor storage or proposed project.

6. **Development within or adjacent to an historic district. All development proposed as a conditional special exception within or adjacent to an historic district shall be reviewed based on applicable criteria stated herein for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures, contributing structures, and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes and amenities of structures within the historic district.**

The proposed project site is not located within or adjacent to a historic district.

7. **Outdoor lighting shall have no spill-over nor produce glare onto adjacent properties and rights-of-way. Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) footcandles at the property line. The lighting plan shall indicate all outdoor lighting, including lighting for streets, access drives, parking lot, building access points and additional security lighting. The plan shall indicate fixture heights, type and rating by wattage or lumens. The plan shall include characteristics of all lighting whether freestanding or wall mounted; type of illumination, vendor specifications, method of shielding light and light source, photometric plan, measures of illumination with contours indicating light source at the property lines and ten feet (10') into adjoining properties, including right-of-way. Lighting specifications for all signage shall be submitted and shall be compatible with land uses in the immediate vicinity.**

The requested special exception for outdoor storage will not require additional lighting or generate glare to adjacent properties.

8. ***Special location criteria to protect residential areas, public uses, and community facilities.*** **The following location criteria shall be applicable to wine, beer or liquor stores in a freestanding structure, bars and lounges, houses of worship, nightclubs, public parks and recreation facilities, pool or billiards halls and private schools:**

   a. **No bar, lounge, or nightclub, as defined in chapter 1, article III of this Land Development Code, shall be located within one thousand feet (1,000') of any of the following uses permitted by this Land Development Code:**

      1. **House of worship.**
      2. **Public park.**
      3. **Public recreation area.**
      4. **School.**

b. None of the following uses permitted by this Land Development Code, shall be located within one thousand feet (1,000') of any bar, lounge or nightclub, as defined in this Land Development Code:

1. **House of worship.**
2. **Public park.**
3. **Public recreation area.**
4. **School.**

c. The distances specified in this section shall be measured by measuring the shortest route of ordinary pedestrian travel along the public thoroughfare between the main entrances to each of the respective uses under consideration.

d. The restrictions in this section do not apply to any type of restaurant, as defined in this Land Development Code, which is licensed as such by the division of hotels and restaurants, department of business and professional regulations, and which is also licensed to serve alcoholic beverages for consumption on the premises by the division of alcoholic beverages and tobacco of the department of business and professional regulation.

e. No bar, lounge, or nightclub, as defined in this Land Development Code, shall be located within one thousand feet (1,000') of an existing bar, lounge or nightclub, except when part of a hotel or motel having one hundred (100) or more rooms, with access limited to the hotel or motel lobby, and where parking is provided on the basis of one (1) additional space per six (6) seats

The proposed use as a gas station/convenience store is not a "bar, lounge or nightclub", therefore this criteria is not applicable.

Development Order Review Criteria

Sections 1-15(e) and 1-18(e) of the Land Development Code states: In its review of any application requiring a development order, planned developments, special exceptions and LDC amendment applications, the board shall consider (additional or separate response documents are allowed):

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 request is for outdoor storage areas will conform to the standards and requirements of the Land Development Code (LDC) and will not create undue crowding beyond the conditions normally permitted in the zoning district, or advesely affect the public health, safety, welfare or quality of life.

The proposed storage locations are specifically designed so as to not impede entry and exit accessibility into the store and around the store. Sufficient width is provided around storage areas to provide clear walking space in accordance with the LDC and ADA requirements.

2. **The proposed development is consistent with the comprehensive plan.**

The request for outdoor storage is consistent with the comprehensive plans as the outdoor storage items offer a benefit to the general public. Propane exchange, ice merchandisers and bottled water, offers a convenient location for surrounding neighbors to purchase those necessary items especially in emergency situations (hurricane, power outages, etc.).

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.**

There are no waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plans and animal species or species of special concern, wellfields or individual wells located on the property as the former site was developed and used as a bank. The new use as a gas station meets all requirements under the Florida Building Code and the City of Ormond Beach Comprehensive Plan and Land Development code.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties.**

The request for outdoor storage will not 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.

Outdoor storage is located along the west and south building frontages so as to reduce visibility from adjacent residential areas to the east.

5. **There are adequate public facilities to serve the development, including, but not limited to, roads, sidewalks, bikepaths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds..**

The request for outdoor storage will not affect public facilities serving the development, including roads, sidewalks, bikepaths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facliites, schools and playgrounds.

All outdoor storage will be stored along the west and south building facade so as to be out of the way of any walkways and entry/ exit points to the building. All materials will be properly stored to prevent theft and ensure public safety.

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 request for outdoor storage will not affect impede ingress/egress to the property or the traffic patterns.

Outdoor storage locations are designed to ensure appropriate ADA clear walking paths are maintained and to provide clear unobstructed entry/exit points to the building.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

Outdoor storage locations are designed to ensure functionality of the site, ensure clear walking baths and unobstructed entrance/exit into the store.

Allowing outdoor storage will help reduce the number of truck deliveries for the requested outdoor storage items.

8. **The proposed development provides for the safety of occupants and visitors.**

Outdoor storage locations are designed to provide clear / unobstructed pathways around the store and in front of entry/exit ways to ensure safety of pedestrians. Propane exchange is stored in a secure locker and only accessible by trained employees. 24-hour operations ensures that outdoor storage items are constantly monitored.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

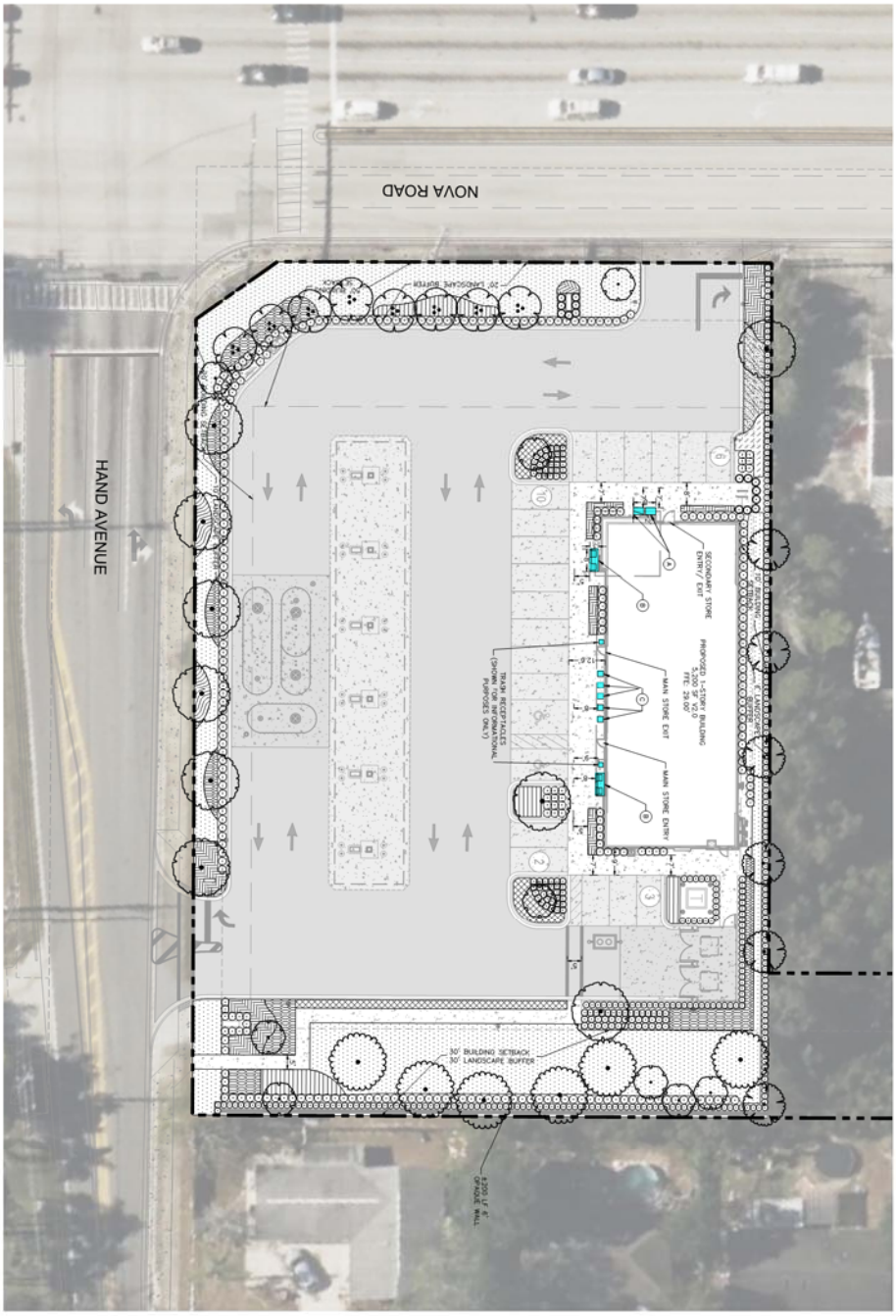
Proposed outdoor storage will be stored along the west and south building facades so that no outdoor sales are visible to the adjacent residential uses to the east. Building foundation perimeter plantings will help to screen visiliblity of the outdoor stored items.

10. **The testimony provided at public hearings.**

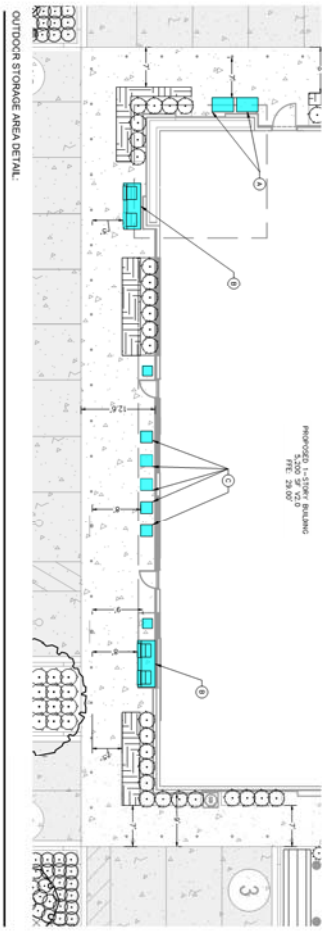
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Option A:
Applicant Preferred Site Plan

SITE LAYOUT:



OUTDOOR STORAGE AREA DETAIL:



SITE DATA:

PROJECT NAME:	CIRCLE K – NOVA & HAND	
PROPERTY OWNERSHIP:	SUN STATE PETROL I, LLC	
ADDRESS:	1530 N. NOVA RD. ORMOND BEACH, FL 32174	
PARCEL ID'S:	4242050500222	
AREA:	±1.88 ACRES (81,833 SF)	
REQUIRED CODE:	CITY OF ORMOND BEACH	
FLU/ZONING:	COMMERCIAL (CH-R)	
PROPOSED USE:	COMMERCIAL	
BUILDING HEIGHT:	REQUIRED: 35 FT	PROVIDED: 29 FT
BUILDING SETBACKS:		
SIDE (NOVA RD):	50 FT	50 FT
SIDE (NORTH):	10 FT	10 FT
SIDE (SOUTH):	30 FT	30 FT
REAR (EAST):	30 FT	30 FT
LANDSCAPE SETBACKS	REQUIRED	PROVIDED
SIDE (NOVA RD):	20 FT	20 FT
SIDE (NORTH):	6 FT	6 FT
SIDE (SOUTH):	10 FT	10 FT
REAR (EAST):	30 FT	30 FT

PARKING REQUIRED:		
CONVENIENCE STORE: 1/ SPACES / 200 SF GFA	26	7
1/3 SERVICE STATION REQUIREMENT	7	
TOTAL REQUIRED PARKING	33	
PARKING PROVIDED:		
PROPOSED HANDICAP SPACES (12'x20')		2
PROPOSED REGULAR SPACES (9'x18')		19
PROPOSED CANOPY SPACES (10'x20')		12
PROPOSED ON-SITE SPACES:		33
BICYCLE PARKING:		
PROVIDED SPACES:	2	

SITE COVERAGE:			
IMPERVIOUS (PAVEMENT, WALKS)	0.85 AC	37,038 SF	45.3%
IMPERVIOUS (BUILDING)	0.15 AC	6,795 SF	8.3%
PERVIOUS (OPEN SPACE)	0.91 AC	38,000 SF	46.4%
TOTAL SITE AREA	1.88 AC	81,833 SF	100%
TOTAL IMPERVIOUS AREA	0.97 AC	43,238 SF	51.7%

VEHICLE USE AREA (VUA) CALCULATIONS
PROPOSED VUA = 43,238 SF - 5,200 SF - 3,296 SF = 34,742 SF
PROPOSED VUA = 34,742 SF * 10% = 3,296 SF

LEGEND:

OUTDOOR RETAIL SALES / MERCHANDISE

DIMENSIONS:
A) 4'x2'
B) 3'x3'
C) 2'x2'

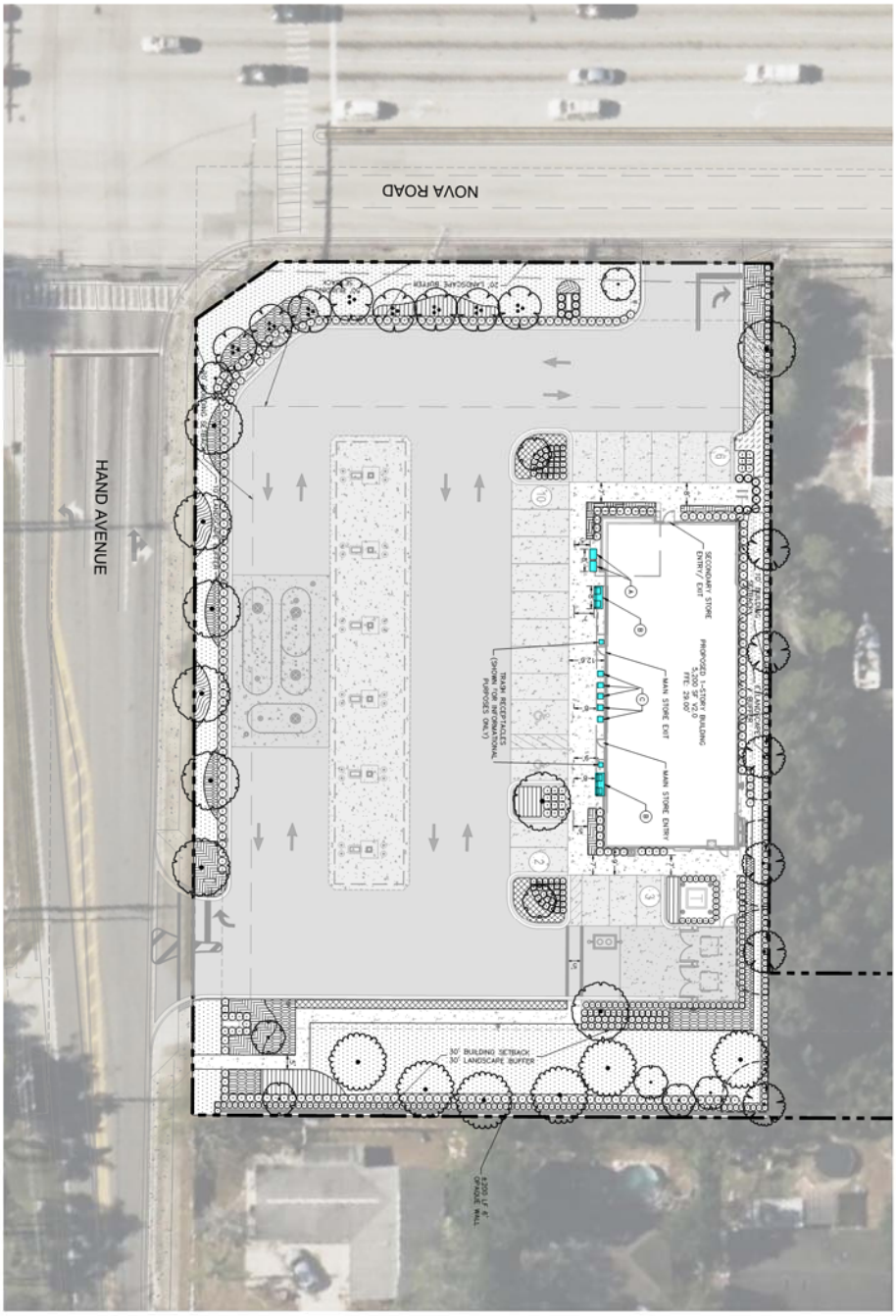
NOTES:
1. MAX HEIGHT FOR STACKED ITEMS = 3'
2. OUTDOOR DISPLAY AREAS TO BE MARKED WITH YELLOW LINE (4") TO DESIGNATE PERMITTED OUTDOOR DISPLAY AREAS

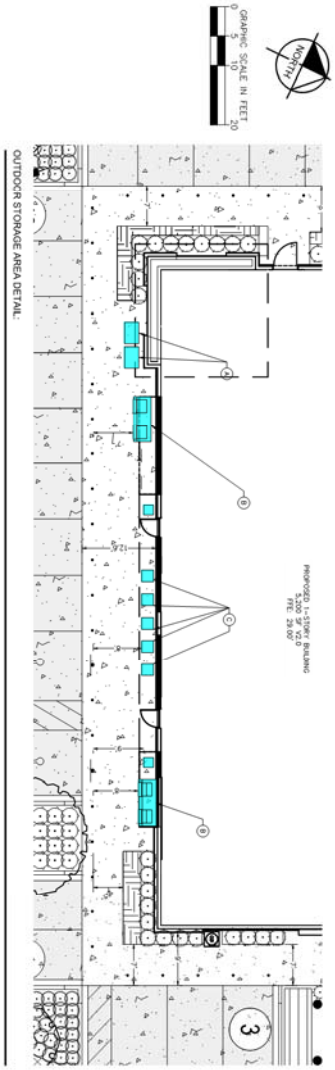
SHEET NUMBER EX-A	CIRCLE K - NOVA & HAND ORMOND BEACH FL	SPECIAL EXCEPTION SITE PLAN EXHIBIT OPTION A	KHA PROJECT 149880169 DATE 10/28/2025 SCALE AS SHOWN DESIGNED BY KEH DRAWN BY KEH CHECKED BY JCS	LICENSED PROFESSIONAL JAROD C STUBBS, PE FL LICENSE NUMBER 89387 DATE: 11/13/2025	Kimley»Horn 1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117 PHONE: 386-271-0282 WWW.KIMLEY-HORN.COM REGISTRY No. 35106	No. REVISIONS

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.

Option B:
SPRC Recommended Site Plan

SITE LAYOUT:





GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

SITE DATA:

PROJECT NAME:	CIRCLE K - NOVA & HAND
PROPERTY OWNERSHIP:	SUN STATE PETROL I, LLC
ADDRESS:	699 S. NOVA RD ORMOND BEACH, FL 42420305022
PARCEL ID'S:	
AREA:	±1.88 ACRES (81,833 SF)
REQUIRED CODE:	CITY OF ORMOND BEACH
FLU/ZONING:	COMMERCIAL (B-8)
PROPOSED USE:	COMMERCIAL
BUILDING HEIGHT:	
PROPOSED:	35 FT
BUILDING SETBACKS:	REQUIRED PROVIDED
SIDE (NOVA RD):	50 FT 50 FT
SIDE (NORTH):	10 FT 10 FT
FRONT (HAND AVE):	20 FT 20 FT
REAR (EAST):	30 FT 30 FT
LANDSCAPE SETBACKS:	REQUIRED PROVIDED
SIDE (NOVA RD):	20 FT 20 FT
SIDE (NORTH):	6 FT 6 FT
FRONT (HAND AVE):	10 FT 10 FT
REAR (EAST):	30 FT 30 FT
PARKING REQUIRED:	
CONVENIENCE STORE:	26
1 SPACES / 200 SF GFA	
1/2 SERVICE STATION REQUIREMENT	7
TOTAL REQUIRED PARKING	33
PARKING PROVIDED:	
PROPOSED HANDICAP SPACES (12'X20'):	2
PROPOSED REGULAR SPACES (9.5'X20'):	9
PROPOSED REGULAR SPACES (9.5'X18'):	10
PROPOSED CANOPY SPACES (10'X20'):	12
PROPOSED ON-SITE SPACES:	33
BICYCLE PARKING:	
PROVIDED SPACES:	2
SITE COVERAGE:	
IMPERVIOUS (PAVEMENT, WALKS)	0.85 AC 37,038 SF 45.3%
IMPERVIOUS (BUILDING)	0.12 AC 5,200 SF 6.4%
PERVIOUS (OPEN SPACE)	0.91 AC 39,594 SF 48.3%
TOTAL SITE AREA	1.88 AC 81,832 SF 100%
TOTAL IMPERVIOUS AREA	0.97 AC 42,238 SF 51.7%
VEHICLE USE AREA (VUA) CALCULATIONS:	
PROPOSED VUA = 32,662 SF * 10% = 3,266 SF	
PROVIDED VUA = 3,266 SF	

LEGEND:

OUTDOOR RETAIL SALES / MERCHANDISE

DIMENSIONS:
A) 4'X2'
B) 8'X3'
C) 2'X2'

NOTES:
1. MAX HEIGHT FOR STACKED ITEMS = 3'
2. OUTDOOR DISPLAY AREAS TO BE MARKED WITH YELLOW LINE (4") TO DESIGNATE PERMITTED OUTDOOR DISPLAY AREAS

SHEET NUMBER EX-B	CIRCLE K - NOVA & HAND ORMOND BEACH FL	SPECIAL EXCEPTION SITE PLAN EXHIBIT OPTION B	KHA PROJECT 149880169 DATE 10/28/2025 SCALE AS SHOWN DESIGNED BY KEH DRAWN BY KEH CHECKED BY JCS	LICENSED PROFESSIONAL JAROD C STUBBS, PE FL LICENSE NUMBER 89387 DATE: 11/13/2025	Kimley»Horn 1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117 PHONE: 386-271-0282 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No. REVISIONS

Planning Board minutes from

January 15, 2026

ITEM:

PZ-2025-217

Circle K, 699 South Nova Road
Special Exception for Outdoor Activity

Recommended for Denial (5-0)

C. Adoption of the Site Plan Review Committee Calendar

Mr. Jorczak moved to adopt the Site Plan Review Committee Calendar. Ms. Shull seconded the motion. Vote was called, and the motion unanimously approved. (5-0)

III. INVOCATION

Chairman Thomas led the invocation.

IV. PLEDGE OF ALLEGIANCE

V. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

VI. APPROVAL OF MINUTES

December 11, 2025

Mr. Jorczak moved to approve the December 11, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved. (5-0)

VII. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, delivered updates, including:

1. Planning Board Member Scudiero has resigned. An appointment for the position is scheduled for the February 3rd City Commission meeting.
2. A neighborhood meeting is scheduled for the Yoon Way Townhomes project at 1190 West Granada Boulevard on January 26, 2026 at 5:30 p.m. The meeting will be held at the library at 30 South Beach Street.
3. City staff have been informed by FloridaCommerce that the Comprehensive Plan 2045 Update Notice of Intent is January 31, 2026.
4. The Tomoka Commerce Park project, reviewed in December, is scheduled for the January 20th City Commission meeting.
5. The Planning Board meeting on February 19, 2026 is being canceled based on no applications being ready for public hearings.

VIII. PUBLIC HEARINGS

A. PZ-2025-217, Circle K, Outdoor Activity, 699 South Nova Road

Ms. Sarah Motes, Senior Planner, explained the application from Kimley-Horn and Associates, Inc., on behalf of the property owner, Sun State Petrol I, LLC, for a Special Exception for outdoor activity to allow for the outdoor sales of merchandise along the building perimeter. The property has a zoning designation of B-8,

Commercial, and the Outdoor Activity use is allowed as a Special Exception within the B-8, Commercial zoning district.

The applicants have submitted an application to have outdoor areas to display merchandise, including propane cages, ice machines, and other seasonal/bulk retail items. The merchandise would have a height limit of three (3') feet and would be marked to delineate the limits of outdoor activity. The City's Land Development Code definition of Outdoor Activity means, "the display of merchandise offered for sale or any activity, such as live entertainment, outside of the building walls of a completely enclosed building." The subject property is located in the B-8, Commercial, zoning district and the Outdoor Activity use is allowed through a Special Exception in this zoning district.

Ms. Motes stated that the applicant had a Site Plan Review Committee (SPRC) determination meeting on Wednesday, December 17, 2025. There was discussion at the determination meeting regarding the visibility of the outdoor storage areas adjacent to the Nova Road right-of-way (ROW). The SPRC recommended removing the location of the outdoor activity along the western building frontage that faces the Nova Road right-of-way (ROW) and ensuring the outdoor areas were clearly marked with yellow striping. At this meeting, public comments were received and sought to ensure that no storage, especially propane tanks, would be stored on the east side, closest to the residential properties. There is currently no outdoor display or storage proposed along the eastern building facade. The applicants have resubmitted their site plan to the SPRC and proposed two options. The applicants submitted Option A, which is the original submittal with the applicant's preferred outdoor activity locations, and Option B, which is an updated site plan based on the SPRC recommendations.

Ms. Motes concluded that the Site Plan Review Committee recommended that the Planning Board approve the Special Exception for Outdoor Activity at 699 South Nova Road, subject to the conditions that one of the ice machines be removed at the applicants choice, and relocate the propane tank cage to the Hand Avenue frontage so that there is no outdoor storage on the Nova Road side, as well as ensure that the outdoor products display would be marked to delineate the limits of outdoor activity.

Chairman Thomas opened it up to the Board for questions and comments.

Ms. Shull asked what each box represented on the diagram displayed overhead for outdoor storage. Ms. Motes answered that they were ice machines, propane tank cages, and retail merchandise, including bottled water, firewood, and other miscellaneous merchandise, as outlined in the last page of the Staff Report. Items (A) ice machines, (B) propane tank cages, and (C) Retail (seasonal merchandise) on the exhibit. She alluded to the applicant for further details.

Applicant's Presentation

Mr. Jarrod Stubbs, P.E., Kimley-Horn and Associates, 1530 Cornerstone Blvd., explained that they are proposing outdoor storage as explained. The box toward the Nova Road frontage is proposed to be the propane exchange, and the two larger boxes in blue that appear to be doubled-up on the diagram are proposed to be the ice merchandiser, to be located on each side of the store, and the centered boxes are the

seasonal items. Mr. Stubbs remarked that he is not sure what the seasonal items are as they change store-to-store based on the sales, and how a lot of the time they are 24-packs of bottled water and sometimes firewood and bug wash.

Board Questions

Mr. Jorczak asked questions about the vertical height of the propane exchange cage and ice machine equipment and if it will be highly visible from Hand Avenue. Mr. Stubbs replied that the ice machine is proposed to be 5' to 6'-tall, and the propane tank exchange cage 6 to 6 ½'-tall. He confirmed that yes from the roadway, past the landscape, and looking past the canopy and parked cars, that they would be visible.

Mr. Galloway suggested putting the ice in the beer cave located inside of the store instead of outside. Mr. Stubbs replied that they also have ice in the cave.

Mr. Galloway asked why the ice machines have to be outside. Mr. Stubbs stated that it is generally standard to have the ice machines outside and explained that there are two other convenience stores at the intersection that have them as well as other areas inside the city limits. Mr. Stubbs assumed that it is probably to save space for other merchandise inside of the store. He added that there might be a maintenance concern with pulling the ice bags out and possible slipping hazards if the machines were located inside of the store. Mr. Galloway remarked that if he lived there that he would not want it on Hand Avenue and that he would want it on the front. He asked staff if other convenience stores had the machines located on the front.

Ms. Motes responded that the Hand Avenue frontage is going to be the front entrance to the convenience store and how the SPRC recommended putting all of the outdoor activity towards the front versus locating it on both frontages. She added that there are a lot of convenience stores that have the ice machines outside but do not have record of a Special Exception being applied for, for the outdoor activity. She added that the applicant is trying to move forward through the proper channels to be compliant with the city's Land Development Code (LDC) while also allowing for additional retail sales, customary to convenient stores.

Mr. Jorczak asked where the closest ice and propane facilities are relative to the subject location. Ms. Motes replied that staff drove around to all of the convenience stores within city limits and how almost every one of them had the propane tank exchange cages, ice machines, or both including the 7-11 convenience store directly across the street within the city's jurisdiction and the one on the other side of the southwest intersection located outside of the city's jurisdiction.

Mr. Jorczak inquired about the hours of operation for the store. Mr. Stubbs replied that it is open 24 hours per day/7 days per week and confirmed that there are no outdoor cash transaction sales.

Ms. Shull inquired about the height of the ice machines and details regarding the contents of the seasonal items. Mr. Stubbs replied that the ice machines will be approximately 5' to 6'-tall and that the seasonal items will be limited to 3'- tall and are generally stacked bottles of water, firewood, and bug wash.

Chairman Thomas opened the item up for comments.

Public Comments

DRAFT

Mr. Bobby Cleveland, 1 Mainsail Circle, stated that he lived in his home for 10 years and remembered Nova Road when it was two lanes and when the movie theater turned into a garage sale/flea market. He continued that he is fine with the 7-11 convenience store that has been on Nova Road but spoke on the outdoor storage proposed at the Circle K and how there are already six places in the area that sell propane between Fleming Avenue and Hand Avenue. Mr. Cleveland spoke on ice machines that are located outside and said that 7-11 does not have an ice machine outside. Mr. Cleveland explained that currently when police are called and show up in the area that they go across the street to the county side of the street. He remarked that the store will be calling police nonstop about this as well as for theft, which will take away from police officers handling real problems in the city.

Mr. Cleveland stated that south Ormond has been forgotten about and has a lot of problems. He continued that he attended the neighborhood meeting for the item and spoke about the problems with the plans for the store with the entrance being on Hand Avenue, and how at 5:00 p.m. it is difficult to get in and out of there now and does not agree with the main entrance there. Mr. Cleveland added that water from the property will drain onto Hand Avenue and down to their area where they already have flooding problems.

Mr. Cleveland continued that there are four stores that have approximately 5 ½' to 6 ½'-tall propane tanks outside of their businesses and thinks that is plenty and that it would be taking away business from the other local stores and would be giving it to a corporate store. Mr. Cleveland concluded that he does not agree with the request.

Ms. Coleen McMahon, 45 Carrolwood Circle, spoke on the tone directed to residents during the last Board meeting and how unacceptable it was. She continued that she was in attendance and listened to every word by recording. Ms. McMahon added that residents were spoken to as if they were uninformed and as if they had just moved to the city. Chairman Thomas responded that the comments for this portion of the meeting are regarding the Circle K item.

Ms. Michelle Zirkelbach, 328 River Bluff, Tomoka Oaks, explained that she is in attendance due to the concern about the activity with building in the area and hopes the Board will take the opportunity to consider what the citizens have asked for and asked the final status of that due to missing a meeting previously on the subject topic. She asked if they agreed to the barrier wall or any of the extra items that the citizens asked for. Ms. Zirkelbach asked if it was or if it should have been discussed in the original pass-through with them, inquiring why it is a Special Exception. She explained that she did not hear the Special Exception portion of the project until later. She made a comment that she learned in school as an elementary school teacher that "there are things that we are allowed to do but it does not mean that we should do them." Ms. Zirkelbach concluded that she hopes that the Board is taking every opportunity to make it better for everybody.

Ms. Zoe Fernandez, 409 Collins Street, stated that she is concerned with the building of another gas station less than 300' of her home when there are already two at the same intersection. She commented on the dramatic consequences to having a gas station within 1,000' of a home and elaborated on the health and safety concerns including light pollution, affecting sleep quality and mental health due to disruptive circadian rhythms. Ms. Fernandez spoke on the excessive amounts of foot and vehicle

traffic that cause noise pollution which increases stress, hypertension, and cardiovascular risks. Homeless people and drug addicts are in high amounts within the 10-mile radius, on top of the factors, making it an even less desirable area for families. She added that they are indirect environmental stressors. She claimed that if they do this much damage for everyone to imagine what the direct ones will do. Ms. Fernandez stated that volatile organic compounds are commonly found within gasoline vapers, one of them being benzene, a carcinogen that is associated with blood disorders such as leukemia, hematological cancers, and chronic respiratory issues. She added that vehicles emit nitrogen dioxide, contributing to reduce lung function, asthma, and cardiovascular effects. Longterm exposure correlates with higher risk of respiratory hospitalization. Gas stations generate fine matters that will settle deep into the lungs and are associated with heart disease, strokes, and developmental issues.

Ms. Fernandez continued that Circle K has a history of pipe leakages containing all of the aforementioned chemicals as well as gasoline, poisoning the ground water and soil in the area. She explained that not only is there a lake located down the road but there are people on the street with gardens and children who play outside. She added that her sister plays outside and is homeschooled, and eats the fruits grown from the garden and has asthma. Ms. Fernandez asked the Board if they would want their children to play outside in the dirt as a normal one does and be poisoned by it. She noted that just being outside can obliterate lungs in the atmosphere. She stated that there are 11 children located within a 500'-radius of the proposed planned gas station and more within the 1,000'-radius.

Ms. Fernandez stated that all of the symptoms are more susceptible to children, babies, and pregnant women due to their sensitive organs and immune systems. She continued that all of the houses on the street were built in the 1970s and if they have not been updated, the HVAC systems will not effectively filter the fine particles, causing them to get into homes. She commented on how it is all for a 15-year-lease. Ms. Fernandez explained that she may only have four years left until she goes off to college and how her sister has 13 years. She concluded that the area does not need another gas station and hopes her information will change opinions on the matter and asked that they help the community and the younger generation.

Ms. Jennifer Bright, P.O. Box 62, read a list of questions and issues and urged the Board to vote no on the Circle K Special Exception for outdoor activity to allow outdoor sales of merchandise along the building perimeter.

"I would assume the applicant for this property knew the zoning for the area before they went forward with the project. With this being said and the public outcry about this project, this should be enough to not allow this exception. Otherwise, when does the exception become the rule? And why do we have a Land Development Code if exceptions are more common than not?

Ms. Bright continued, "Second, I wish to state how disappointed I was to see the unprofessionalism displayed at the last session of this Board. Urging folks to challenge their HOA's if they do not want a certain project in their neighborhood. Claiming isolated wetlands is not going to have any effect on flooding. Stating older properties that were not built to code. I find it hard to believe that older properties were allowed to be built if they were not built to code for that period in time. Or how

Ormond Lakes and anyone else that have moved to the area in the past three, five or seven years are part of the problem with development.

Ms. Bright concluded, "These statements coming from this Board to and about the residents of this city is disheartening at best. And the residents deserve better."

Ms. Amber Bobak, 397 Collins Street, stated that she has consistently opposed the proposed conditional use gas station adjacent to her neighborhood and restated her position on it. She explained that she knows that tonight's vote is limited to a request for a Special Exception to allow outdoor storage of ice and individual propane tanks but does not believe the elements can be fully separated from the broader operational impacts of the site, including hours of operation, lighting, noise, traffic, and overall residential compatibility. She added that she attended the SPRC meeting and expressed her position that if the request is approved, that she agrees with a reduction of the outside storage. Ms. Bobak expressed her understanding of Special Exceptions and how they are intended to allow limited flexibility when a use is demonstrated to be needed and not to be used as an automatic approval simply because practice is common among like stores.

Ms. Bobak remarked while recognizing both items can be classified as hurricane preparedness items, the benefit must still be evaluated and in a site-specific manner and how in this case there are already two gas stations directly across the street that provide both ice and propane. She added that 7-11 uses inside ice storage for their ice sales. Ms. Bobak stated what she foresees based on lived experience, is an increase of operational intensity and additional safety and nuisance impacts closer to existing homes, directly related to the concerns residents have raised throughout the review of the project.

Ms. Bobak stated that since the neighborhood meeting she has requested for the applicant to make several modifications, including reduction or reconfiguring of the number of fuel pumps, adjusting their replacement to minimize neighborhood impacts, incorporating enhanced stormwater measures to protect the public from the dissolve petroleum projects that will enter the Central Park ponds, reduction of operation hours, and to make the lighting more residential-friendly. To date the requests have not been meaningfully addressed by the applicant.

Ms. Bobak stated that the limited mitigation that has been offered has not reflected a collaborative effort to balance private development interests with legitimate concerns of the surrounding neighborhood. She continued that the pattern underscores the importance of full scrutiny when evaluating conditional uses and Special Exceptions against residential properties. Ms. Bobak remarked that she encourages the applicant to reconsider the additional measures that would better protect the health, safety, and quality of life of the neighborhood residents. Ms. Bobak concluded with a suggestion that the property owner and applicant consider donating the undeveloped finger parcel between the residential homes and other commercial properties to the city as a permanent preservation at no cost to protect what little buffer remains for the neighborhoods.

Applicant's Response

Mr. Jarrod Stubbs, P.E., Kimley-Horn and Associates, 1530 Cornerstone Boulevard, explained that their goal is to be a good neighbor and understands the concern of the

use and how there is no goal to be a hinderance to the neighborhood. He touched on the point for clarification regarding any theft concerns and stated that the goal and investment into the community will be less space for the homeless to occupy and that developing the property will be a safety improvement to the area. Mr. Stubbs spoke to the inquiry of separate application submittals, explaining that it was not clear when going through the process at the beginning whether the outdoor storage needed to be a separate application.

Mr. Stubbs confirmed that they are providing the wall on the eastern side of the development as part of the conditions with the site plan approval process. He referenced the finger parcel that Ms. Bobak inquired about and stated that he will coordinate with the ownership on the matter.

Chairman Thomas brought it back up to the Board.

Chairman Thomas commented that he knows that the 7-11 convenience stores have their ice inside of the store.

Board Discussion and Questions

Mr. Galloway stated that there was a similar situation at U.S. Highway 1 years ago where there was a lot of painted metal artwork displayed outside and the Board denied them. He expressed concern with if the applicant bought the property knowing what they were buying, knowing that they would have to go through a Special Exception, and commented that if the Board gives a break now, with the history of Walmart and Lowe's where they had to put everything behind the fence allowing them to put *some* merchandise out, whereas now they have 100 BBQ grills out. He remarked that the land was bought as a Special Exception. Mr. Galloway remarked that he does not like ice machines being located outside of the building, and how there are approximately four to five in close proximity in surrounding locations that offer the propane tank exchange cages. He expressed concern during hurricane season and if they should be allowed to have the merchandise sales outside.

Mr. Jorczak expressed concern with multiple gas stations on corner lots on highly used roadways and in high residential and transient areas. He stated that he cannot support the application.

Mr. Gentry remarked that he attended the neighborhood and SPRC meetings and understands that the convenience store and gas station was allowed to be constructed on the property and then the ice machine and propane tanks and their placement were discussed at SPRC. He commented that he is not opposed to restricting no propane and moving the ice machines inside with the hazard and appearance it poses.

Ms. Shull asked Mr. Spraker for clarification on the outside sales and if it requires a Special Exception. Mr. Spraker confirmed that it is correct, Special Exception or Planned Business Development (PBD). Mr. Spraker replied that this project did not come to the Planning Board and that convenience stores with gas are a conditional use in the zoning district. The SPRC decision was appealed to the City Commission. The SPRC does not have the authority to approve outdoor merchandise. He explained that through the Special Exception or PBD process the applicants can request outdoor displays and the Planning Board can approve it, deny it, or approve it with conditions. It was discussed that the gas station was already an approved site plan because it has

the correct zoning for that. Ms. Shull announced to all in attendance that she wanted everyone to understand that the outdoor activity is a Special Exception for everybody. It was discussed that some places are doing it and in violation and no one has called Code Enforcement and enforced the regulation.

Ms. Shull stated that when she saw the plan she thought there were a lot of retail sales items outside of the building and does not like that it is unsure what is exactly going to be there or the sizes of those items. She noted that she is okay with the gas (propane) aspect of it and that she is okay with it being on Nova Road instead of in front of the building. Ms. Shull does not think that the ice machines are necessary, and with it being a 24 hours per day/7 days per week operational store, does not like the idea of anything being outside other than the caged propane tanks.

Ms. Shull remarked that she appreciates Ms. Bobak's buffer suggestion and Ms. Fernandez's time and comments. Ms. Shull stated that the location is special to her, and she thinks that it should be as quiet as possible for the neighborhood and commented that when they moved into the area they did not expect for the project to happen.

Chairman Thomas commented that he does not see anything offered that is not already offered in that area. He referenced the sound of propane tank cage doors being slammed shut and the sound it makes being a detriment to the neighbors. He added that with that and the ice truck delivery at night, that he will not vote for the Special Exception.

Mr. Galloway asked how gas stations get away with outside sales with everyone using credit cards outside, if outside sales and Special Exceptions are not being allowed with people using their credit cards at the gas pumps. Mr. Spraker replied that it is part of the gas station use and that they are not selling products. The gas is part of the use. It has its own defined use in the LDC (Convenience Store Type C).

Mr. Galloway stated that he understands what the neighborhood is saying and expressed how when it is zoned a specific way, it is going to be built.

Chairman Thomas added that the store is going to get built but the topic is the Special Exception. Mr. Galloway clarified that he was referring to the zoning of a gas station as a stand-alone gas station without anything outside and expressed how the Boards hands are tied.

Board Recommendation

Chairman Thomas opened the hearing up for any public comments or questions and opened it back up to the Board, entertaining a motion.

Mr. Jorczak motioned to deny PZ-2025-217, Circle K Special Exception for Outdoor Activity, 699 South Nova Road. Mr. Galloway seconded it. Vote was called, and the motion for denial was approved (5-0).

IX. PUBLIC COMMENTS

Mr. Bobby Cleveland, 1 Mainsail Circle, expressed concern with the drainage project that was just completed on Fleming Avenue. He explained that he met with the City

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	March 24, 2026	**Item No**	8.A.
Section	DISCUSSION AND DIRECTION ITEMS	**Category**	Discussion Item
Subject	Potable Water Reuse and Drinking Water		
Recommended Action	This item will provide a brief overview of state-level discussions, as recent concerns were raised by the City Commission and members of the public.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	City Manager Shawn Finley, Assistant City Manager		

Summary

At their February 3, 2026 meeting, members of the City Commission requested information related to the use of treated reuse water. This item is intended to provide a summary to the Commission and address concerns raised within the community regarding the concept of potable water reuse. Public health and safety, regulatory oversight, system reliability, cost impacts, and public trust are just some of the concerns raised.

While Florida law (§403.064, F.S.) recognizes potable reuse as a potential future water source and directs the Florida Department of Environmental Protection to establish regulatory standards, these efforts are intended to address long-term statewide water supply planning; information provided will discuss the efforts of other communities and their preliminary efforts to investigate the use of potable reuse on a limited basis.

There are no discussions, proposals, or plans to implement potable water reuse in Ormond Beach.

Financial Impact

None

Citizen Impact

Some community members are debating potable reuse (often framed as “toilet-to-tap”), including opposition wanting municipalities to ban or restrict the idea.

Attachments

1. DPR

Direct Potable Reuse aka Toilet to Tap

What is Potable Reuse

- Potable reuse is the treatment of wastewater until it's safe to drink.
  - (1) Indirect Potable Reuse
  - (2) Direct Potable Reuse
  - (3) Aquifer Storage Recovery

Indirect Potable Reuse

- Discharge of Reclaimed water to a surface water, usually a large lake or river, with the potable water intake on the same body of water

Direct Potable Reuse

- The direct connection between the water reclamation facility and the potable water treatment plant.
- The Water Reclamation facility uses advanced treatment before sending the water to potable plant for reverse osmosis treatment.
- The entire process is designed to meet or exceed state and federal drinking water standards

Aquifer Storage & Recovery

- The pumping of treated water into the **low permeability, confined geologic layer**.
- In our area that typically means the **lower Floridan** aquifer, a brackish layer of water below the potable upper Floridan aquifer.
- The water is first treated to drinking water standards and pumped into the lower Floridan. When the water is needed again, it is pumped out and retreated. The specific depth is dependent on the specific geology in the area

Florida

- In 2021, there were 13 pilot projects across the state, including 3 in our area to explore the feasibility of direct potable reuse.
  - Altamonte Springs,
  - JEA
  - Daytona Beach
- Never sent DPR water to the potable system
- None of the projects are still active

Ormond Beach

- January 13, the City received its Consumptive Use Permit
  - 10 year permit
  - Allows for 10.04 MGD in 2036
  - Previous permit allowed for 8.179 MGD in 2024
- Accounts for all currently planned development in Plantation Oaks, Ormond Crossings, Hunters Ridge, and Avalon Park

Current & Future

- Ormond has no plans for any form of Potable Reuse for the foreseeable future.
- However, future conditions may necessitate alternative water supply, Ocean (desalination), River, or Indirect/direct potable reuse.
- May be told by State (FDEP/SJRWMD) to utilize alternative water sources