

## Agenda Item 11 (Legislative Hearing)

### Large Scale Comprehensive Plan Amendment

DEV2017-132

Minto Parcel "A"

#### Staff Report

**DATE:** June 28, 2018

**TO:** Planning Board Members

**FROM:** Doug Gutierrez, AICP, Principal Planner

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#### PROJECT REQUEST

A request by Robert A. Merrell III, Esq., Cobb Cole, on behalf of John P. Albright, Consolidated-Tomoka Land Co., for approval of a Large Scale Comprehensive Plan Amendment (LSCPA).

#### PROJECT DESCRIPTION

**Proposed Amendment to the Future Land Use Element Neighborhood "V".** The parcel consists of 1,614 ± acres which the applicant proposes to amend the text of the Neighborhood V section of the Comprehensive Plan in order to allow the development of 3,250 dwelling units on the Property as well as allow 200,000 square feet of commercial uses. The Applicant desires to create an active adult community development through a Planned Development Agreement General (PD-G) rezoning, which is being processed concurrently with this application.

The applicant's proposed text amendment will permit the development of 3,250 residential dwelling units and limit commercial development to 200,000 square feet. The proposed development may include commercial, retail, multi-family residential, single-family residential, recreational and other related uses permitted under the Low Intensity Urban FLU classification. This proposed text amendment will ensure that the active adult community development results in fewer trips on the roadway system serving the area surrounding the Property and that the maximum allowable peak hour water and sewer use will not exceed that currently permitted under the existing Future Land Use and Neighborhood V Policies. The Property is generally located in the City of Daytona Beach, west of Interstate 95 and south of West Granada Boulevard/State Road 40.

#### PROJECT ANALYSIS

The adjacent land uses and zoning classifications for the parcels are illustrated in the following table. This parcel is outlined on the attached location and aerial maps (Map Series - Attachment A).

**Table 1: Land Use and Zoning**

	Existing Uses	Existing Future Land Use Designation	Existing Zoning Classification
<b>Site</b>	Undeveloped	Low Intensity Urban (LIU)	County A2 & RC
<b>North</b>	Breakaway Trails/Tuscany Undeveloped	Low Density Residential (LDR) Suburban Low Density Res (SLDR) General Commercial (GC) Open Space/Conservation (OS/C)	R-3 SR B-2
<b>South</b>	Minto Parcel B	Low Intensity Urban (LIU)	PD-G
<b>East</b>	Undeveloped	County Low Intensity Urban (LIU)	County A2 & RR1

West	Undeveloped	Low Intensity Urban (LIU)	County A2 & RC
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### **Conformance with Comprehensive Plan**

The applicant has requested that the Future Land Use Element Neighborhood “V” be amended as follows:

#### **Neighborhood “V”**

(p) Issue: As identified by Policy 2.2.7 of the Future Land Use element, the 1,614+/- acre property lying South of West Granada Boulevard/State Road 40 and West of Interstate 95, as identified on Exhibit 1 attached to the application for DEV2017-132, is located within a designated urban area of the City. Development of this area shall achieve efficient use of land. The current density of one dwelling unit per gross acre is inconsistent with urban development patterns planned for this area.

(1) Policy. The property shall be permitted to be developed at up to a total of 3,250 dwelling units (2.01 DU/AC). Clustering or other low development techniques shall be used to protect high-quality environmental resources and preserve open space.

(2) Policy: Commercial uses shall not exceed a total of 200,000 square feet of gross floor area.

In addition to the above text amendment, an amendment to Issue (n) of Neighborhood V as follows is also proposed: (Maps M-1 & M-2 - Attachment B)

**(n) Issue:** As identified by Policy 2.2.7 of the Future Land Use Element, the 4,318 acre property depicted on Exhibit m-1 is located within a designated urban area of the City and has frontage along major roads including LPGA Boulevard, SR 40, and I-95. The property is adjacent to the City of Ormond Beach which abuts the north side of SR 40 and part of the southwest quadrant of the I-95 interchange. Recognizing that SR 40 must accommodate regional trips and local trips within and between both municipalities and unincorporated portions of Volusia County, and has had historic LOS issues and is expected to continue to have such issues, the City shall demonstrate a commitment to limiting impacts to the SR 40 link between Tymber Creek Road and I-95 by working with adjacent jurisdictions, FDOT, and the MPO to plan for alternative corridors. (Ordinance #10-281)

The City will require that development of this area shall achieve efficient use of land and reduced infrastructure costs. The current residential density on portions of the property of one dwelling unit per one or more gross acres is inconsistent with urban development patterns and is inappropriate for lands within a City with central water and sewer. In addition, development will not occur instantaneously over the 4,318 acres, but rather will be developed at a rate determined by real market demand in compliance with the following development regulations. The following policies are intended to ensure that adequate infrastructure is provided in a manner timed to development and that the site is developed in a compact and contiguous manner so as to discourage urban sprawl, and that development methods compatible with adjacent uses and ecologically sensitive areas are utilized. The property shall be developed as one or more Planned Unit Developments and be restricted by the following policies and development standards:

**(1) Policy:** The future land uses of the 4,318 acres are Mixed Use, Low Intensity Urban (LIU) and Potentially Environmentally Sensitive (PES) as illustrated on the City’s Official Future Land Use Map.

**(2) Policy:** Current densities and intensities for the planning area shall be based upon existing maximum development yield of the entire 4,318 acres. Therefore, at this time, density and

intensity shall not exceed 2,539 units and 3,319,688 square feet of nonresidential. Schools, police stations and fire stations are not included in this maximum square footage threshold. To

encourage growth in proximity to currently urbanized areas, residential development shall be directed to those areas labeled A and B depicted on Exhibit m-2. Notwithstanding the overall density limitations of this policy, the density of Parcel 1, as identified in Exhibit 1 attached to DEV2017-132, area B shall ~~not exceed a gross density of 2 dwelling units per acre (DU/Acre)~~ be dictated by that language in Issue (p), Policies (1) and (2) of this Neighborhood V, the remainder of area B shall not exceed a gross density of 2.0 dwelling units per acre (DU/Acre), and Area A designated as Mixed Use shall not exceed a gross density of 20 DU/Acre. Clustering of residential units shall be required. Notwithstanding the overall intensity limitations of this policy, non-residential uses shall not exceed 22.5% of the total acres and shall not exceed a floor area ratio of 0.3.

**(3) Policy:** The existing residential entitlements of the amendment area labeled C on exhibit m-2 are therefore transferred to areas A and B and the existing residential entitlements of the entire amendment area shall be developed on areas A and B. Area C may obtain additional residential development rights in the future through the City’s Comprehensive Planning Process.

**(4) Policy:** Portions of the area labeled as area C on Exhibit m-2 were previously designated as Urban Transition (426 acres) and Low Intensity Urban (1,027 acres) with a Neighborhood V Policy allowing a density of 2 DU’s/acre and restricting nonresidential uses to 22.5% of the total acres and a maximum floor area ratio of 0.3. This request reallocates all residential and a portion of the non-residential entitlements from area C to areas A and B. At such time as need is demonstrated and other justification is provided, the City may consider increasing the residential and non-residential entitlements within the parameters of these land use categories and other categories.

**(5) Policy:** It is anticipated that development of the preferred development areas will likely originate along SR 40 with non-residential development intended to serve the existing residential on the north side of SR 40 and future residential to the south. While it is impossible to predict the final development timeline for the subject parcels, it is anticipated based on market conditions that initial development will be non-residential in nature and developer will ensure that there is sufficient non-residential development to support job creation and adequate commercial services for the planned residential development as it occurs over time.

**(6) Policy:** The applicant shall reduce the impact on SR 40 by limiting the amount of retail development within 3000 linear feet of SR 40 to 653,400 square feet.

**(7) Policy:** Construction of Tymber Creek Road shall be solely tied to the development of Parcel 1, the 1,287 +/- acre property, which is within area B of the 4,318 acres. The developer of Parcel 1 shall complete construction of Tymber Creek Road to the extent that it is required to provide access to the development, but shall not be required to connect Tymber Creek Road to S.R. 40, as contemplated by the Right-of-Way Agreement Tymber Creek Road and Tournament Drive as recorded in Volusia County Records Book \_\_\_\_\_, Page \_\_\_\_\_. (the "Roads Agreement") ~~No development orders shall be approved beyond 10,086 trips on the subject property unless either the Stagecoach Road or Tymber Creek Road extension from SR 40 to LPGA Blvd has been constructed. No development order shall be approved beyond 20,000 trips on the subject property unless both Stagecoach Road and Tymber Creek Road extensions have been constructed. The developer shall coordinate the construction of these roads with Votran to help facilitate stops. Parcel I~~ However, the owner of Parcel 1 shall be required to dedicate a 130' right-of-way to allow the connection of Tymber Creek Road, to the extent that they control such

property, as would be required for the connection. Developer shall waive the right to receive impact fee credits related to the Tymber Creek Road right-of-way dedication.

~~The construction~~ The Owners of the remainder of the 4,318 acres outside of Parcel I shall dedicate, a 1200' wide right-of-way for Tournament Drive a \_\_\_\_\_' right of way for to the extent said owners own or control the right-of-way as shown on Eexhibits “\_\_\_\_\_”B, attached to the Roads Agreement, and shall waive the right to receive impact fee credits related to the dedication.; ~~shall be the shared responsibility of the subject property, except that the owner/developer of the \_\_\_\_\_ acre Parcel 1 shall in no way be responsible for either roadway.~~

Dedication of any right-of-way addressed above shall be triggered by the review and approval of engineering plans for the construction of the road for which the right-of-way is intended to be dedicated. Said owner or developer shall have 60 days from the approval of the engineering plans to dedicate said right-of-way.

**(8) Policy:** As referenced in the adopted development agreement between the applicant and Volusia County, executed on ~~December 28, 2005~~ \_\_\_\_\_, 2018, the applicant shall set aside sufficient rights-of-way for roadways and related retention areas for Tymber Creek Road, ~~Hand Avenue, and Stagecoach Road.~~ Dedication of rights-of-way for retention areas related to Tournament Drive, by those property owners owning or controlling land pertinent thereto, shall dedicate that land to provide the necessary facilities. However, dedication of retention areas on the property shown on Exhibit "C", as attached to the Roads Agreement, shall be limited to those areas identified for dedication on the same exhibit.

**(9) Policy:** The developer will have a School Planning Capacity Enhancement Agreement in place by the time the new residential units exceed existing entitlements of 2,539 units. However, in the event that development of any of the 4,318 acres is age restricted, and the associated exemption is approved by the School Board, a School Planning Capacity Enhancement Agreement shall not be required for that portion of the 4,318 acres that is age restricted.

**(10) Policy:** At such time as the City of Daytona Beach desires to construct a public facility on the subject property, land owner or developer will provide a developable and accessible up to five (5) acre site subject to the applicable impact fee credits as provided by law. The land owner or developer will work with the City to locate a mutually acceptable site on the subject property. Until such time as the City of Daytona Beach desires to construct a fire station or other public facility which will serve the subject property, the property can be served via SR 40 by City of Daytona Beach Fire station #7 and by the City of Ormond Beach and Volusia County Fire Stations per the existing Interlocal First Responder Agreement.

**(11) Policy:** Parcel 1, as identified in Policy (2) herein, shall not be subject to the dedication requirements of Issue(n) Policy (10) above. However, 2.5 acres of Parcel 1, the location of which shall be agreed upon by the land owner or developer and City, shall be dedicated to the City for use as a fire station. The land owner or developer shall dedicate the 2.5 acres upon completion of the roadway that will provide access to the 2.5 acres and approval of the City's site plans for the fire station. Dedication of the 2.5 acres shall be subject to the applicable impact fee credits as provided by law.

**(12~~1~~) Policy:** Water and sewer service shall be provided to the subject property in accordance with the City of Daytona Beach and the City of Ormond Beach Interlocal Wholesale Water and Wastewater Service Area Agreement. The City of Ormond Beach shall provide water and sewer as the wholesale provider to the portions of the subject site that are within its service area. If the City of Ormond Beach is unable to provide service, the City of Daytona Beach shall provide water and sewer service.

**(132) Policy:** Prior to approval of any site plan or subdivision plan, the applicant shall provide a master utility plan that identifies the potential location of utilities for that particular development area. The plan shall demonstrate that the service lines are appropriately sized and located. The utility master plan shall also include reuse water lines.

**(143) Policy:** Recognizing that SR 40 has had historic LOS issues from multijurisdictional sources and will continue to have such issues, further land use amendments or development orders by the City within neighborhood V will demonstrate a commitment of the City, landowners, and developers to limit impacts (in the short term and long term) to the SR 40 link between Tymber Creek Road and Interstate 95. Such demonstration may include one or more of the following:

- Assisting in the funding of studies that plan for alternative corridors to relieve SR 40, particularly the Hand Avenue Extension
- Assisting in providing alternative corridors
- Requiring a land use mix that encourages trip capture
- Coordinating with VOTRAN and other mass transit entities in processing development applications
- Requiring multi-modal design features in development design including bike lanes, pedestrian paths and/or bus stops
- The landowner and its successors in title agree to work cooperatively with the City during the development review process to assure that adequate sites for municipal services (e.g., fire, police, etc.) are appropriately located.

**(154) Policy:** The City shall continue to participate in intergovernmental coordination activities with FDOT, the MPO, Volusia County and/or the City of Ormond Beach and in subsequent planning of roadway improvements that may be associated with the development of neighborhood V. To contribute to the resolution of roadway capacity issues on SR 40 (which is not within the corporate limits of the City), ~~the City shall not allow development within neighborhood V to proceed, beyond the development thresholds indicated in these policies until the two "reliever" roadways extending southward from SR 40 to LPGA Boulevard (Stagecoach Road and the southerly extension of Tymber Creek Road) are completed as required in policy ?.~~ These improvements are presently shown in the Volusia County 2025 Thoroughfare Map and in the City's Future Traffic Circulation Map. These improvements shall be shown in the City's Capital Improvements Program after 2015, and shall be funded per the terms of the Development Agreement dated December 28, ~~2018~~ 201805 between the land owner and Volusia County entitled "Right of Way Agreement Tymber Creek Road". ~~These improvements may be advanced by earlier funding.~~ In participation with FDOT and other willing partners, the City may further engage in or jointly fund planning activity with respect to extraterritorial alternate corridors that provide further relief to SR 40, including Hand Avenue extension the Tymber Creek Road and Tournament Drive extensions.

**(165) Policy:** In addition to the coordination required under Policy (8), the City shall provide information to Volusia County and FDOT in conjunction with its consideration of approval(s) of Planned Unit Development(s) within neighborhood V, as to the estimated timing of construction, anticipated timing of roadway improvements that will connect to State or County roads, and other proposed roadway improvements to be made or approved by the City that may affect the LOS on County and State roadways.

**(16) Policy:** ~~As referenced in the adopted development agreement between the applicant and Volusia County, executed on December 28, 2005, 2018, the applicant shall set aside sufficient rights of way for roadways and related retention areas for Tymber Creek Road, Hand Avenue, and Stagecoach Road.~~

This amendment proposes to clarify the responsibility of property owners within the neighborhood, and those specifically subject to the provisions of Issue (n), as well as update the language consistent with Volusia County agreements and required infrastructure within the City. The text amendment will increase the density permitted on the property consistent with the above proposed text amendment, will remove the requirements to construct Hand Avenue and Stagecoach Road as required with existing County Agreement as recorded in Volusia County Records Book 7269, Page 2341, and adjust the threshold for construction of Tymber Creek Road and add the future extension of Tournament Drive to replace the removal of Stagecoach Road (Draft Roadway Agreement – Attachment C).

Discussions with the City, County, and associated stakeholders regarding Tymber Creek Road, Stagecoach Road, Hand Avenue, and Tournament Drive are currently on going. The LSCPA will be updated regarding the outcome of the discussions once a resolution has been reached. The intent of the text revision is to ensure that development of the Property (Minto Parcel “A”), and those subject to Issue (n), will occur in an orderly and efficient manner.

### **Neighborhood Input**

The neighborhood meeting was held at the Holiday Inn Daytona Beach LPGA in their conference room at 137 Auto Mall Circle, Daytona Beach, FL on June 5, 2018, the applicant summary stated that the meeting was well attended and receptive to the project. Their interests were regarding increased traffic and road improvements, as well as wildlife and utilities in the area. (Neighborhood meeting summary - Attachment E).

### **Impact Analysis**

Urban services necessary to serve this site and the concurrency process requires that adequate capacity be available for new development prior to the approval of final development orders. The current Future Land Use designation of Low Impact Urban (LIU) allows for a density of one (1) dwelling units per acre (DU/AC). The proposed amendment to Neighborhood “V” will increase the density to 2 DU/AC and limit the commercial use to 200,000 square feet. Additionally Neighborhood “V” Issue (n), states that the water and sewer service shall be provided to the subject property in accordance with the City of Daytona Beach and the City of Ormond Beach Interlocal Wholesale Water and Wastewater Service Area Agreement. The City of Ormond Beach shall provide water and sewer as the wholesale provider to the portions of the subject site that are within its service area. If the City of Ormond Beach is unable to provide service, the City of Daytona Beach shall provide water and sewer service.

The following are results for water, waste water and traffic impacts that could be generated by the property by the most intense land use allowed under the current land use map designation and the proposed land use change. Both the City of Daytona Beach and the City of Ormond Beach water and sewer capacity are provided. The detailed data and analysis are in the attached project analysis provided by the applicant (Data and Analysis - Attachment E).

The City of Daytona Beach potable water treatment plant has sufficient capacity (24.0 MGD) to accommodate the proposed Future Land Use designation. The current maximum daily flow is 15.15 MGD and the proposed amendment results in a net decrease of the possible peak potable water demand of 2.94 MGD.

The City of Ormond Beach potable water treatment plant has sufficient capacity (12.0 MGD) to accommodate the proposed Future Land Use designation. The current maximum daily flow is 5.53 MGD with 2.1 MGD of outstanding flow commitments and the proposed amendment results in a net decrease of the possible peak potable water demand of 3.0 MGD.

The City of Daytona Beach waste water treatment plant servicing this site has sufficient capacity (15.0 MGD) to accommodate the proposed Future Land Use designation. The current maximum monthly annual daily flow is 8.8 MGD and the proposed amendment results in a net decrease of the possible peak waste water demand of 2.94 MGD.

The City of Ormond Beach waste water treatment plant has sufficient capacity (8.0 MGD) to accommodate the proposed Future Land Use designation. The current maximum daily flow is 4.3 MGD with 1.6 MGD of outstanding flow commitments and the proposed amendment results in a net decrease of the possible peak waste water demand of 2.7 MGD.

The current future land potential peak hour trip generation is 15,632 trips. The proposed Future Land Use Element amendment to Neighborhood “V” potential peak hour trip generation is 1,381 trips will result in a net decrease of 14,251 potential peak hour trips from the maximum allowed by the current land use.

### **Urban Sprawl**

In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators include leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl. This amendment does not represent leapfrog development. It is located in an area of general industrial, conservation and residential uses with existing urban services that may be suitable for development. This amendment does not represent premature development. Central water and sewer services have the capacity to serve the subject property and the property is accessible through the existing road network. The traffic generation calculations presented in this staff report indicates peak hour trips will decrease if the proposed amendment is approved.

### **Consistency with the Comprehensive Plan Goals, Objectives and Policies**

Objectives and Policies of the Comprehensive Plan that are relevant to this application are listed below:

#### **Future Land Use Element**

**Goal 1:** To achieve a future land use pattern that provides for sufficient supply of land to meet growth demands, ensures that land uses are located in a rational and efficient manner, and promotes economic development.

**Policy 1.2.1 Traffic:** The Land Development Code shall be maintained in a manner that will cause future major traffic generators to be located in close proximity with thoroughfares, which have the capacity to carry the additional traffic generated by such developments. All future rezoning shall be consistent with this policy.

**Objective 1.3 Commercial Land:** The City’s supply of commercial land shall be sufficient to accommodate both local demand and the demand for regional facilities, since the City of Daytona Beach is the central city in Halifax metropolitan area.

**Policy 1.3.2** Through site plan and plat reviews, traffic generated from future commercial and industrial development shall be directed away from residential areas.

**Objective 1.4 Economic Base:** Achieve a diversification of the City's economic base so that light industrial and business employment and other clear basic economic activities will have increased 10% by the year 2015.

**Objective 1.5 Residential.** The City shall maintain an adequate supply of residential land which will provide a wide range of housing opportunities.

**Policy 1.5.1** Ensure a surplus of available undeveloped residential land for both single family, multi-family housing opportunities by providing a variety of residential zoning districts on undeveloped property throughout the City.

**Policy 2.2.7** Development west of I-95 shall be primarily Planned Developments, which achieve the following benefits:

- Efficient use of land
- Greater protection of natural resources
- Reduced infrastructure costs and corresponding savings to the consumer
- Attractive and compatible design (*Ordinance #09-278*)

**Objective 2.3 Infrastructure.** Adequate public water, sewer and drainage shall be provided for 100 percent of new developments; existing infrastructure deficiencies will be corrected to the extent that is financially feasible.

**Policy 2.3.5** All requests for development shall be reviewed to ensure that the potential impact of the proposed development does not degrade water supply capacity and public facility capacity, and that the appropriate department and/or provider is notified. A building permit or development order shall not be granted if adequate capacity is not available.

**Objective 2.5 Landscaping and Scenic Beautification.** Beautify major thoroughfares and entranceways to the City through a variety of aesthetic treatments including landscaping of medians, rights-of-way, parkages, gateways and other areas along the street.

### **Transportation Element**

**Goal 1** To promote safe and efficient traffic circulation serving existing and future land uses.

**Policy 1.5.1** Monitor Volusia County’s program establishing county road projects to encourage that projects needed to correct existing deficiencies, transit improvements, Transportation Demand Management (TDM) strategies, and Transportation System Management (TSM) strategies will be considered to have higher priority than new roadway projects, except where road projects are constructed and dedicated by private development efforts.

**Objective 1.7 Future Land Use Controls:** Maintain a land use pattern that supports and is compatible with the function of the roadway system that is designed to serve it. Higher trip generators are to be located adjacent to and at the intersections of arterial roadways with lower trip generators located adjacent to collector and local streets.

**Objective 1.8 Residential Impacts:** No street improvements shall adversely impact single-family areas.

**Policy 1.8.4** In the review of new developments, the City shall give particular attention:

- Use of curved streets and traffic calming
- Discouragement of single family residential lots fronting on collector or arterial streets
- Requiring adequate buffering between residential uses and major roadways

### **Housing Element**

**Objective 1.1 New Construction:** Assist the private sector in providing the necessary additional housing units to support the planning horizon population projection.



**Policy 1.1.1.** Utilize the Future Land Use Map and zoning map to assure a continued supply of vacant, underutilized or redevelopable land designated for a diversity of housing types including single-family, multi-family and manufactured housing.

**Recreation and Open Space Element**

**Goal 1:** To provide an open space, parks and recreation system that meets the needs of the residents of Daytona Beach.

**Policy 1.1.1.** The Parks System shall provide a level-of-service of 3.5 acres per 1,000 permanent residents and actively pursue park development.

**Public Schools Facilities Element**

**Policy 233.** The following residential development shall be considered exempt from the school concurrency requirements:

1. Single-family lots of record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency, is considered or is exempt from concurrency under the City concurrency regulations is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School District.
3. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing and religious non-youth facilities.

**RECOMMENDATION**

Staff finds that the large scale amendment is consistent with the Comprehensive Plan, does not represent urban sprawl and both the City of Daytona Beach and Ormond Beach has available capacity to serve the demand on available water and sewer.

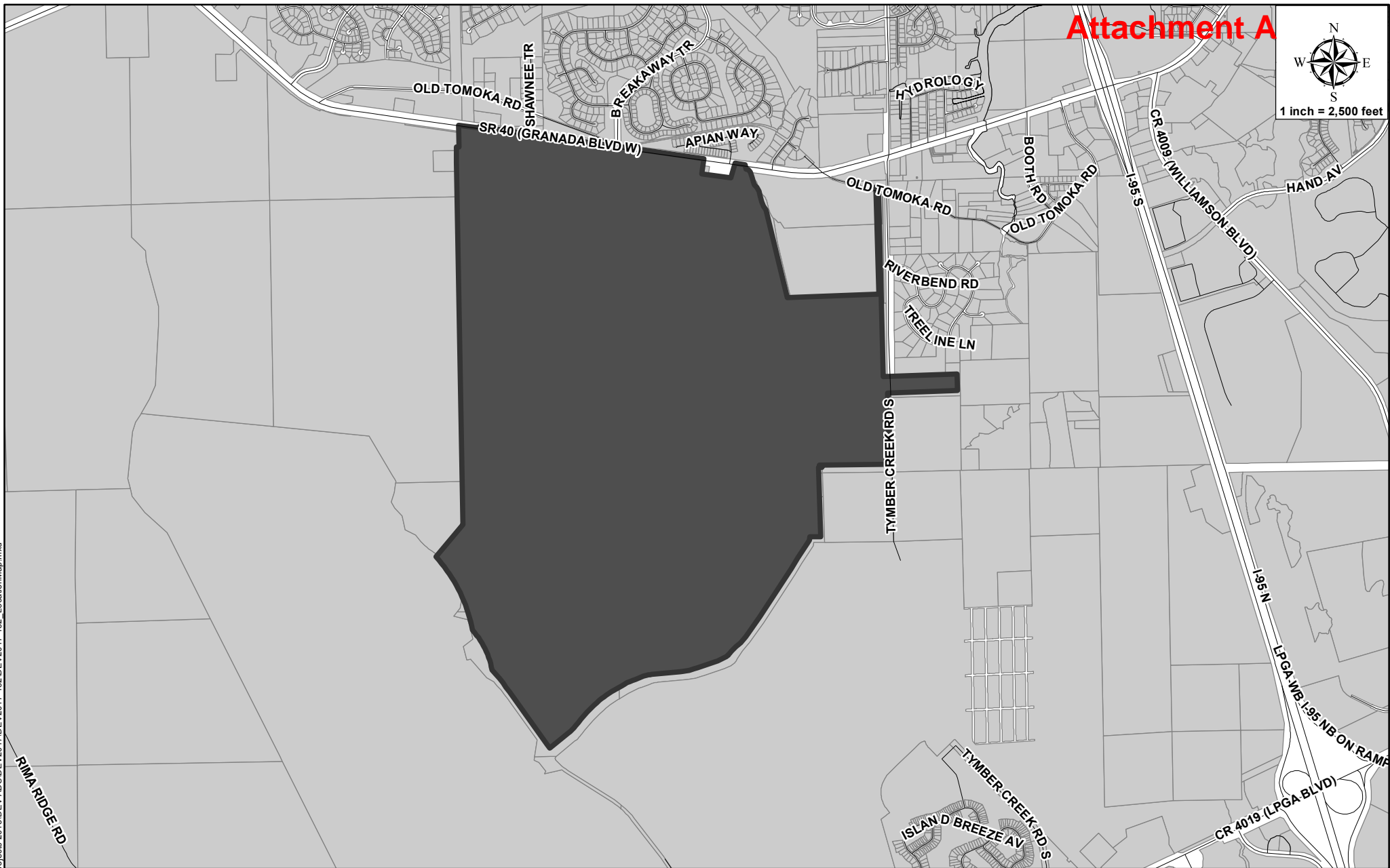
Based on staff analysis and review, the proposed Future Land Use Map amendment to Neighborhood “V” adding Issue (p) and Policy (1) & (2), to allow the development of 3,250 dwelling units on the Property and allow 200,000 square feet of commercial uses. Amending Neighborhood “V” issue (n) adjusting the threshold for construction of Tymber Creek Road and to include the proposed language to remove the requirements to construct Hand Avenue and Stagecoach Road and include the extension of Tournament Drive in revised County Right-Away Agreement with the following condition:

1. That the revised County Right-Away Agreement for Tymber Creek Road and Tournament Drive be fully executed and recorded prior to scheduling the transmittal of the Large Scale Comprehensive Plan amendment with the City Commission.

A majority vote of the Planning Board members present and voting are required to recommend approval, approval with conditions or denial of this policy matter to the City Commission.



1 inch = 2,500 feet



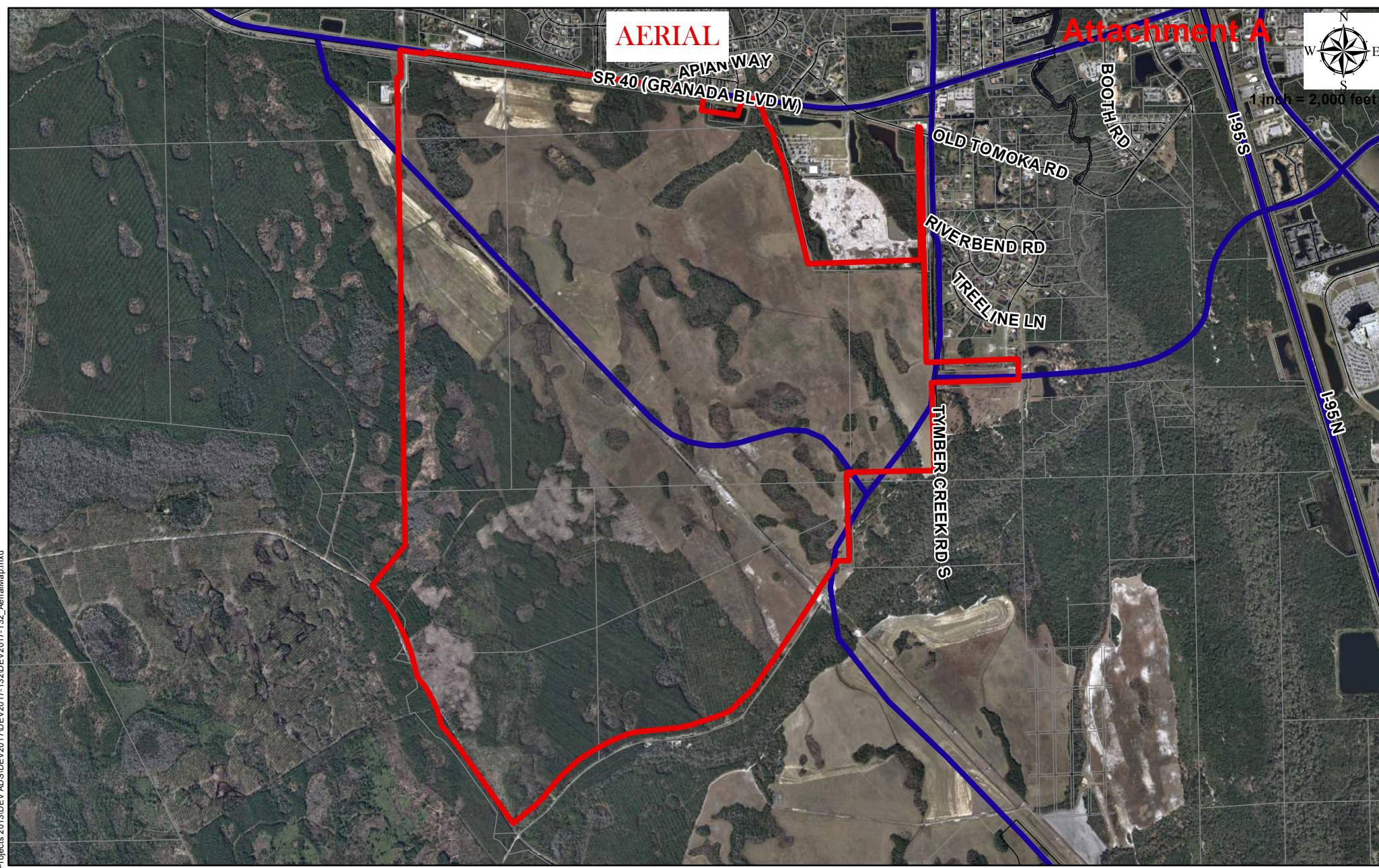
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**DEV2017-132  
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT /  
REZONING - LOCATION MAP**

City of Daytona Beach Map disclaimer:  
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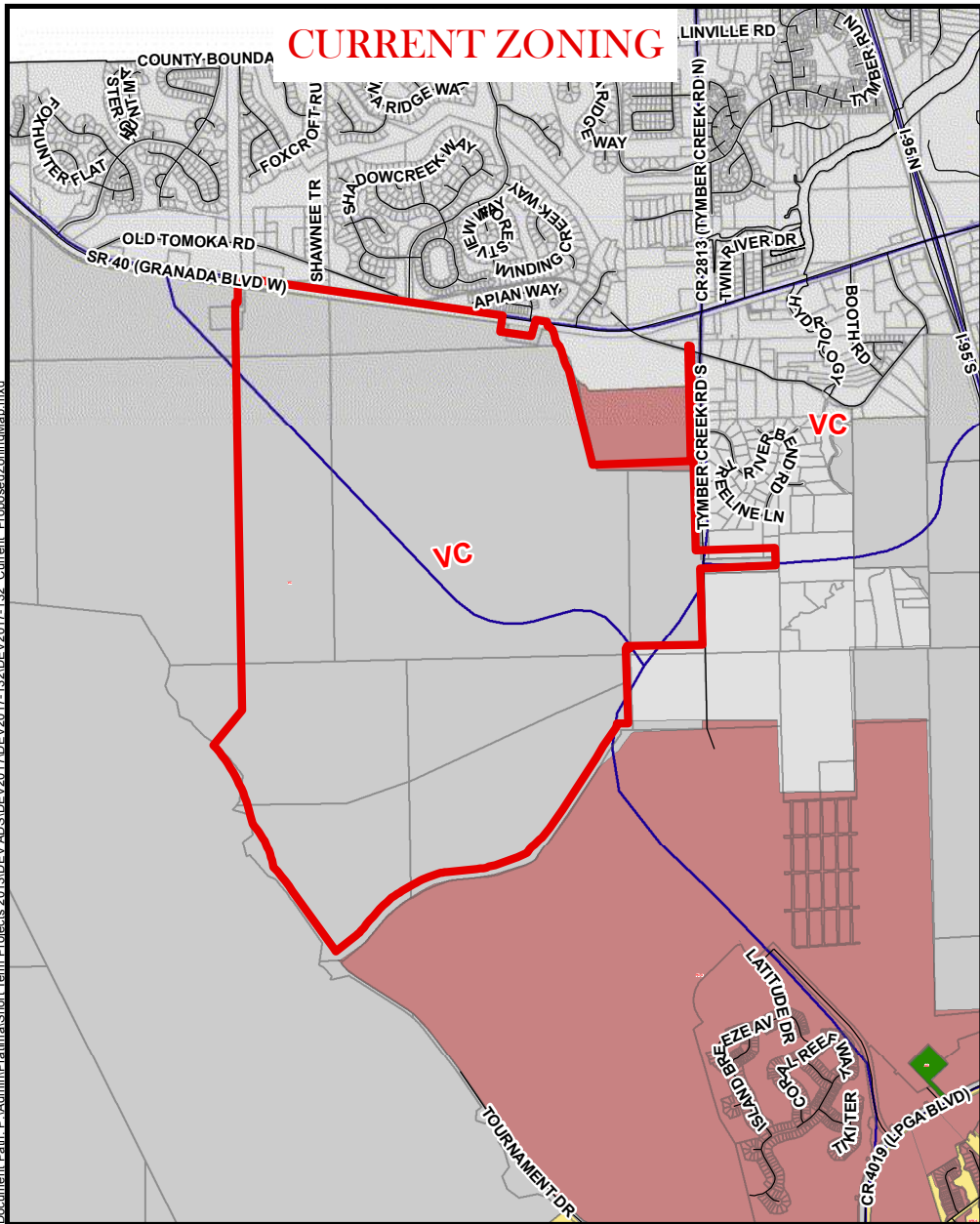
**AERIAL**

**Attachment A**

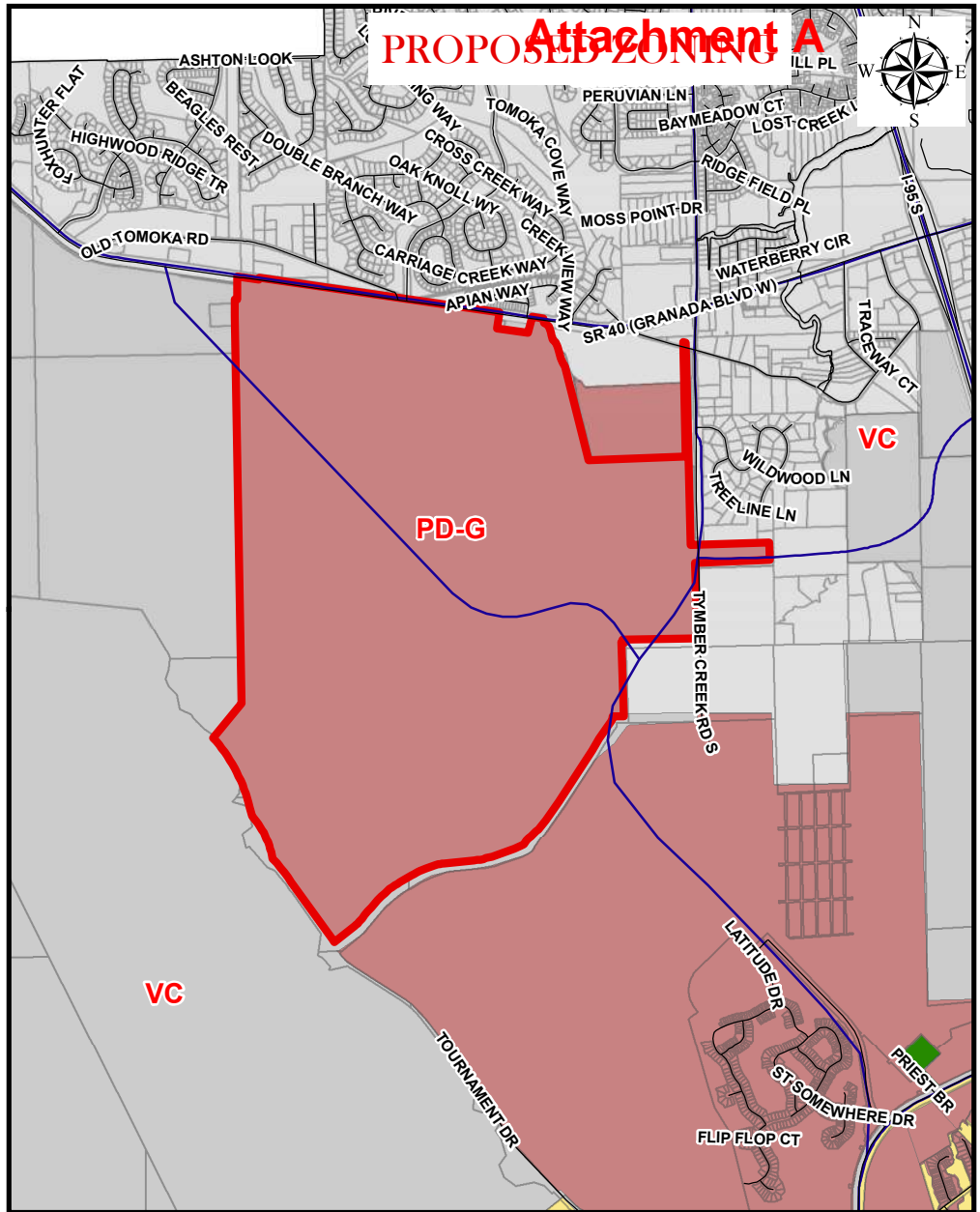


**DEV2017-132  
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT  
AERIAL MAP**

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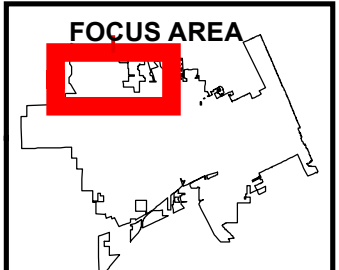
1 inch = 3,333 feet



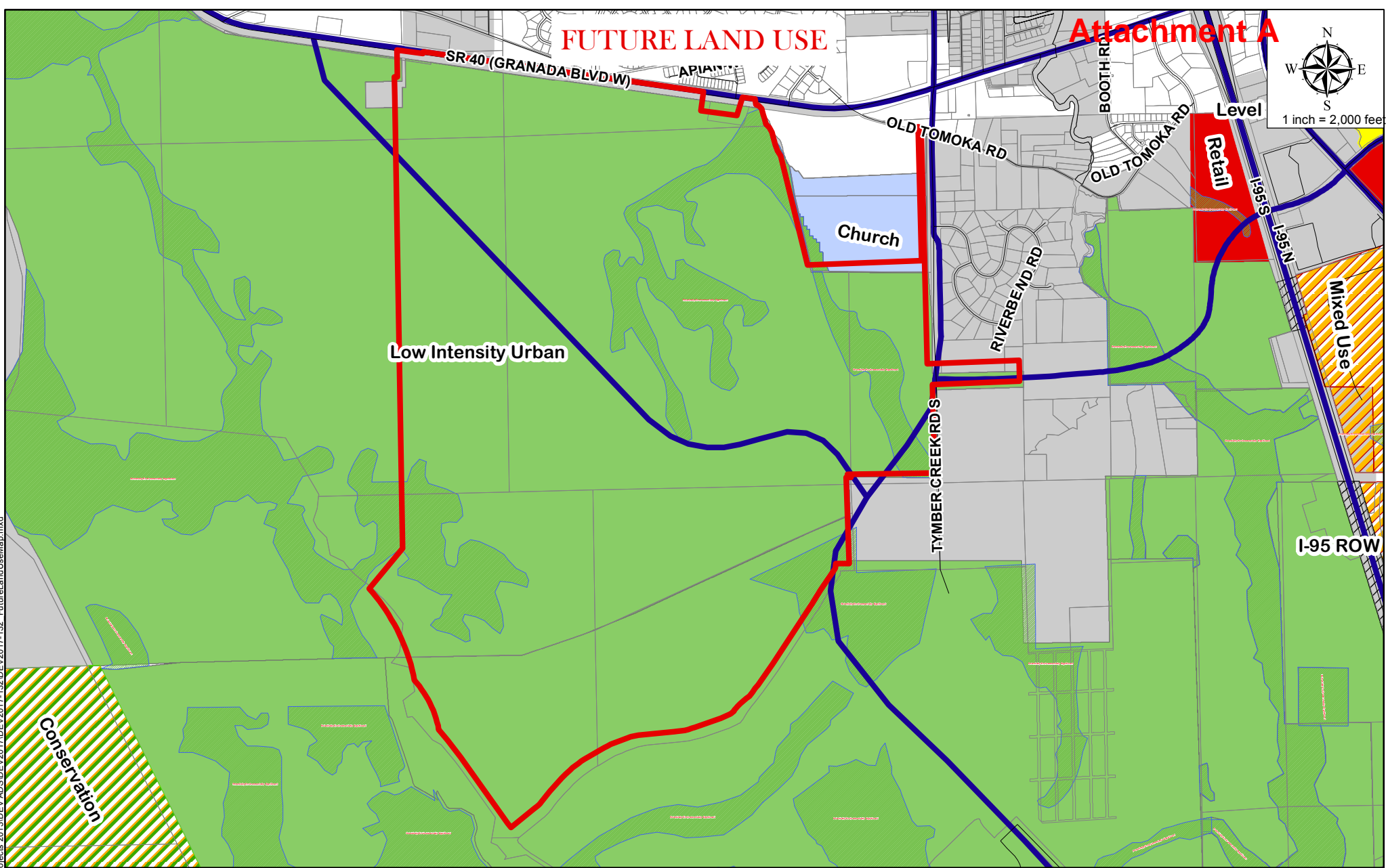
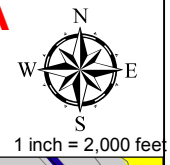
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**DEV2017-132**  
**LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**  
**CURRENT & PROPOSED ZONING MAP**



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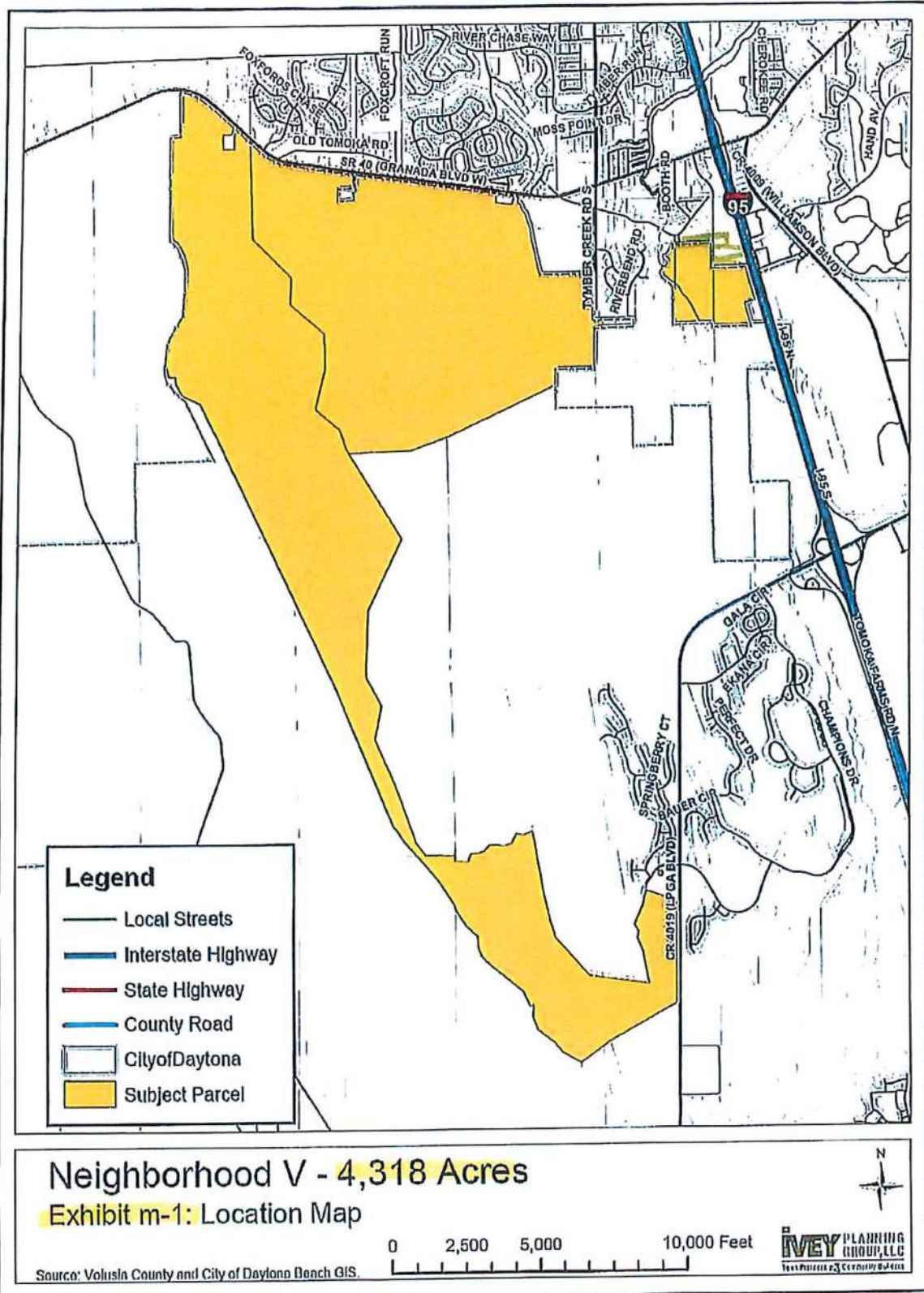


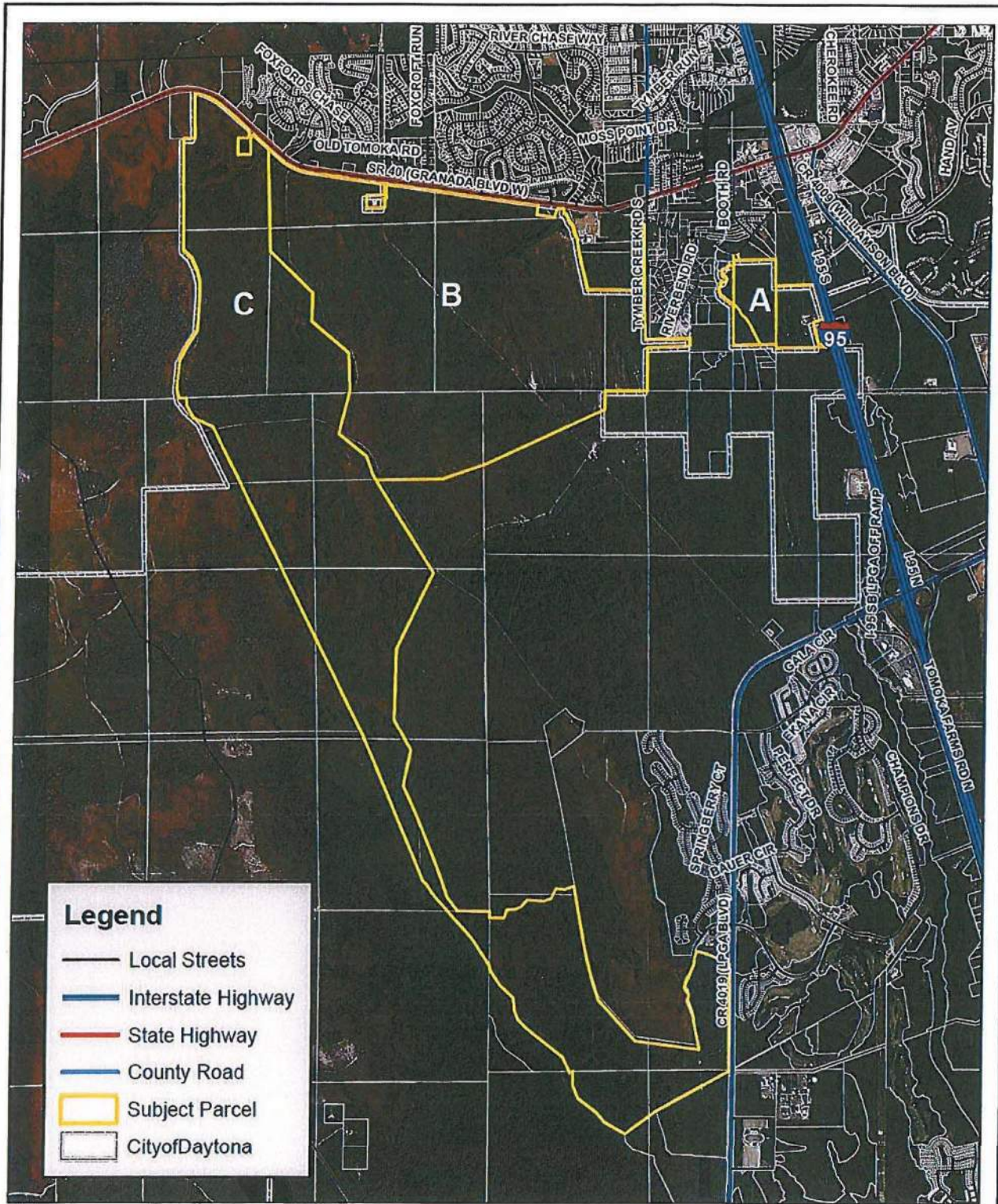
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**DEV2017-132  
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT  
FUTURE LAND USE MAP**

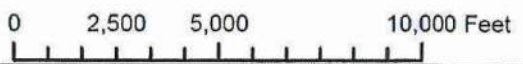
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### Neighborhood V - 4,318 Acres Exhibit m-2: Development Areas

Source: 2004 DOQs, Volusia County and City of Daytona Beach GIS.



**MEY** PLANNING GROUP, LLC  
Town Planners & Community Builders

**FIRST AMENDMENT TO RIGHT OF WAY AGREEMENT  
TYMBER CREEK ROAD AND STAGECOACH ROAD**

The County of Volusia, Florida (the "County"), and Consolidated-Tomoka Land, Co., a Florida Corporation ("CTLC"), Indigo Development LLC., a Florida limited liability company ("IDI") and Minto Communities, LLC, a Florida limited liability company ("Minto") hereby agree to amend the Agreement dated April 21, 2016 titled, "Right-of-Way Agreement Tymber Creek Road and Stagecoach Road," (the "Agreement") according to the terms herein.

1. The term Qualifying Roads shall be amended to remove any reference to Stagecoach Road. Stagecoach Road will not be reserved, dedicated, deeded, or constructed as a county thoroughfare road as set forth in the April 21, 2016 Agreement. Exhibit A attached thereto is hereby amended to remove the proposed conceptual alignment plan for Stagecoach Road.
2. Compensation set forth in sections 5 and 6 shall not apply to the conveyance of the property for the right-of-way for Tymber Creek Road in the conceptual alignment plan depicted in Exhibit A from station 165 extending north and east to station 243. The right-of way from station 165 to station 243 and the property owned by CTLC parcel identification number 14-31-36-00-00-025A (short parcel id 41360000025A) forty-five foot wide strip of land lying west of and adjacent to existing Tymber Creek Road (bounded on the west by property owned by Riverbend Community Church, Inc. parcel identification numbers 14-31-36-00-00-0256 and 14-31-25-00-00-0231) shall be conveyed by right-of-way deed as a donation to the county and such conveyance will not be compensated in any manner.
3. This Amendment shall take effect upon the recording of the right-of-way deeds donating the property necessary for the construction of Tournament Drive. Such donation is the subject of a separate agreement titled "Right of Way Agreement Tournament Drive," entered into contemporaneously with this Amendment. In the event the right-of-way deeds for Tournament Drive are not recorded within 60 days as set forth in that agreement titled "Right of Way Agreement Tournament Drive," this Amendment will be null and void and the original terms of the April 21, 2016 Agreement titled "Right-of-Way Agreement Tymber Creek Road and Stagecoach Road" shall be in full force and effect.



COUNTY OF VOLUSIA

ATTEST

\_\_\_\_\_  
Jim T. Dineen, County Manager

\_\_\_\_\_  
Ed Kelley, County Chair

[SEAL]

CONSOLIDATED TOMOKA LAND CO.

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
John P. Albright, President and CEO

[SEAL]

INDIGO DEVELOPMENT, LLC

By: Consolidated-Tomoka Land Co.,  
Sole Member

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
John P. Albright, President and CEO  
(of sole member)

[SEAL]

MINTO COMMUNITIES, LLC

ATTEST

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---

William Bullock, Senior Vice President

[SEAL]



**RIGHT OF WAY AGREEMENT  
TOURNAMENT DRIVE**

Section 1	Recitals
Section 2	Parties
Section 3	Term
Section 4	Right of Way and Land Required for Dedicated Stormwater Management System Facilities
Section 5	Consideration for Construction of Tournament Drive and Dedicated Stormwater Management System Facilities by Owner
Section 6	Design Standards
Section 7	Maintenance Obligations of the Parties & Maintenance Easements
Section 8	Restrictions on Use of Impact Fee Credits Issued
Section 9	Future Amendment to County Ordinances Affecting Fees
Section 10	Remedies
Section 11	Entire Agreement

RIGHT OF WAY AGREEMENT  
TOURNAMENT DRIVE

The County of Volusia, Florida (the "County"), and Consolidated-Tomoka Land Co., a Florida corporation ("CTLC") and Indigo Development LLC., a Florida limited liability company ("IDI"), hereby agree and covenant, and bind their respective successors and assigns as follows:

RECITALS

WHEREAS, Owner and the County desire to engage in a joint public/private effort in order to provide for conveyance of required right-of-way and dedicated stormwater management system facilities located outside of the right of way, delineate alignment of and establish standards for the design and future construction of Tournament Drive; and

WHEREAS, Owner is willing to donate the right-of-way and dedicated stormwater management facilities for Tournament Drive; and

WHEREAS, the County is willing to provide thoroughfare impact fee credits for construction of Tournament Road once it is added to the thoroughfare road plan in the Volusia County Comprehensive Plan; and

WHEREAS, this Agreement serves a valid public purpose by facilitating efficient improvement of the county road system; and

WHEREAS, Owner and the County wish to provide the public with an efficient county road system, as more particularly set out in this Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the recitals above, and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated by reference herein.
2. Parties. All references in this Agreement to Owner and all requirements and entitlements herein shall also mean, refer to, include and apply to Owner, its successors and assigns.
3. Term. The effective date of this Agreement shall be the date it is fully executed by both parties. The County shall execute the Agreement last, after approval by the county council. The "Term" of the Agreement shall be ten (10) years.
4. Right of Way and Land Required for Dedicated Stormwater Management System Facilities.

a. Within six months of the date of this Agreement, Owner shall donate a corridor, as shown on Exhibit A, by fee simple warranty deed, with clear title and no encumbrances, for a strip of land of sufficient width to meet the design standards in Section 6 below and to accommodate a County approved alignment for Tournament Drive. The donation shall include a sixty foot wide strip of land adjacent to the easement recorded at Official Record Book 7359 Page 4912 that begins at existing Tournament Drive at station 10 and extends north to station 70 as depicted on Attachment A, so there is right-of-way that totals of 120 feet in width. Owner shall also donate by right-of-way deed 120 feet in width from station 70 to station 196 at the intersection with State Road 40.

b. Within one year of the date of this Agreement, Owner shall donate by easement the real property located outside of the right of way set forth in Subsection a above, necessary to accommodate stormwater management system facilities for Tournament Drive as depicted on Exhibit A. The drainage and utility easements numbered 1 through 6 on Attachment A shall be conveyed solely to the County, after the County Engineer determines that the areas are sufficient in size and character of soils to accommodate the stormwater needs of Tournament Drive. The drainage and utility easements identified on Parcel A and Parcel F on Exhibit A may be conveyed solely to the County by easement or conveyed through a joint right of discharge agreement if the stormwater ponds will be jointly used by the County and Owner. Shared use facilities shall at all times be owned and maintained by Owner, subject to the joint right of discharge. Owner shall reserve adequate real property to provide shared use stormwater management system facilities for all future construction and maintenance of Tournament Drive and related improvements to the extent that dedicated stormwater management system facilities initially conveyed are not sufficient.

c. In the event County elects to build a portion of the Tournament Drive during or after the Term of this Agreement and it is necessary to construct a dedicated stormwater management system facility dedicated to the Tournament Drive, but the land necessary to construct the facility has not been conveyed for any reason, Owner shall convey the necessary real property upon written request by County and shall be compensated at the same price per acre originally calculated pursuant to Section 6 below.

d. In the event County elects to build a portion of the Tournament Drive during or after the Term of this Agreement and it is necessary to construct a shared use stormwater management system facility, a portion of which will serve the Tournament Drive, Owner shall either construct the facility or grant the County a construction easement permitting the County access to Owner's real property in order to facilitate construction by the County. In the event County constructs a shared use stormwater management system facility, Owner shall maintain the completed facility in accordance with Section 7 below.

e. Reservation and conveyance of property pursuant to this Agreement is freely granted by Owner and shall in no way be construed as an action of eminent domain by County.

5. Consideration for Construction of Tournament Drive and Dedicated Stormwater Management System Facilities by Owner.

a. During the Term of this Agreement, Owner or County may construct the Tournament Drive and dedicated stormwater management system facilities. Construction may take place in phases, resulting in completion of portions of the Tournament Drive at various times.

b. If and to the extent Owner completes construction of a portion of a Qualifying Road or a dedicated stormwater management system facility during the term, the County shall grant to Owner thoroughfare road impact fee credits in an amount equal to the then reasonable (but not to exceed actual) costs of construction for that portion of the Tournament Drive, as provided in Section 70-71, et seq., Code of Ordinances, County of Volusia.

c. If and to the extent the County completes construction of a portion of a Tournament Drive or a dedicated stormwater management system facility during the term, Owner shall not be entitled to impact fee credits.

d. Minimum construction design standards shall be determined by the County Engineer at issuance of the use permit for Tournament Drive. Upon completion of a functional two-lane segment of Tournament Drive, the Owner shall be entitled to issuance of credits not to exceed actual costs of construction of the completed segment.

e. Upon completion of a segment of Tournament Drive or dedicated stormwater management system facility, Owner shall be entitled to receive thoroughfare road impact fee credits from the County in an amount equal to the then reasonable but not to exceed actual costs related to:

i.) design and permitting (but not legal fees related thereto).

ii.) wetland mitigation (but not legal fees related thereto).

iii.) actual completed construction of the improvements.

iv.) signalization improvements at intersections of County arterial / collector road(s), if warranted.

f. There will be no credit for site related improvements made by Owner except as otherwise expressly allowed herein.

6. Design Standards.

a. The design plans for the construction of Tournament Drive and all stormwater management system facilities (whether designed for dedicated or shared use) shall be approved by the County Engineer before any construction may be commenced.

b. Tournament Drive shall have a minimum design speed of fifty (50) miles per hour and a posted speed of forty-five (45) miles per hour. Posted speeds may be lower at the discretion of the County Engineer in limited sections of Tournament Drive as safety requires (e.g. near intersections of major roads.)

c. All sidewalks or multi-use paths constructed by Owner shall be located outside of the County owned right of way, except where approved by the County Engineer to accommodate crossing a Qualifying Road.

d. Except as expressly agreed herein, nothing in this Agreement is intended to exempt, diminish or relieve Owner from otherwise complying with any requirements of the land development code of the City related to development of the real property served by the Tournament Drive.

e. All planning, permitting, location, construction methods and access points, including median openings (at a spacing of approximately 1320 feet) shall conform to "Florida Green Book" and County requirements and will be reviewed and approved by the County Engineer prior to construction. The plans shall be prepared in accordance with and governed by the current State of Florida, Department of Transportation Design Standards and the Project constructed in accordance with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Plans shall be submitted for review by the County Engineer at 30%, 60% and 90% completion. The County Engineer's determination of design requirements shall be binding on the Owner.

7. Maintenance Obligations of the Parties & Maintenance Easements.

a. Tournament Drive shall be maintained by the County upon completion unless and to the extent the City or DOT agrees to assume maintenance.

b. County shall maintain dedicated stormwater management system facilities located on property conveyed to the County by Owner except enhancements set forth in Subsection c, below.

c. Owner shall perpetually maintain enhanced improvements initially constructed by Owner located on County owned property in a safe, legally compliant commercially reasonable manner, which improvements include landscaping/streetscaping enhancements, sidewalks or multi-modal path (including any underpasses/overpasses). This Agreement shall operate as a use permit allowing Owner to enter upon County right of way or County property upon which a stormwater management system facility is located to perform maintenance

upon enhanced improvements in accordance with this subsection. In the event Owner fails to reasonably maintain any enhanced improvements, County shall give Owner ten (10) day notice to commence diligent efforts to maintain, repair or replace any enhanced improvement as required by the notice. Upon failure of the Owner to commence diligent efforts, County shall have the right to act on Owner's behalf at Owner's expense, including removal of the enhanced improvement, in the County's discretion. The County shall not be responsible for the cost of repair or replacement Owner's enhanced improvements in the event the enhanced improvements are damaged or destroyed incidental to the County performing maintenance or repairs to Tournament Drive, stormwater management system facilities or other County owned improvements.

d. Owner shall perpetually maintain shared use stormwater management system facilities located on Owner's property, at Owner's expense, which maintenance obligation shall include maintenance of all permits incidental thereto with any regulatory district or agency of the state or federal government.

e. Owner shall grant County a perpetual easement and right of discharge agreement for any shared use stormwater management system facilities, the terms of which shall allow County to enter upon Owner's property to perform maintenance (at Owner's expense) if maintenance is required to maintain public property or safety and Owner fails to perform said maintenance.

f. Owner shall grant County a perpetual maintenance easement for access to Owner's real property located adjacent to any right of way or dedicated stormwater management system facility owned by County, if, in County Engineer's reasonable discretion such an easement is necessary to perform maintenance on the County owned improvements.

8. Restrictions on Use of Impact Fee Credits Issued Pursuant to this Agreement.

a. Impact fee credits issued arising from this Agreement shall be placed in a dedicated account and shall not be comingled with impact fee credits acquired by any means other than arising from this Agreement.

b. In the event Owner seeks to transfer the impact fee credits arising from this Agreement, it shall provide County with advance written notice of the amount of credit being transferred, the identity of the transferee and the account number to which the credits are being transferred.

c. Owner and/or any future holder of impact fee credits arising from this Agreement shall not be permitted to use impact fee credits issued pursuant to this Agreement for development outside of the geographic area defined as the "Project Vicinity" on Exhibit A. This provision shall survive the expiration or termination of this Agreement.



- 9. Future Amendment to County Ordinances Affecting Impact Fees. In the even that, for any reason, thoroughfare road impact fees are no longer required at some point in the future, the County shall not be responsible for providing a cash reimbursement to Owner for any outstanding impact fee credits granted through this Agreement, and Owner thus shall assume the risk of such a repeal of thoroughfare road impact fees. This Section shall survive the termination or expiration of this Agreement.
- 10. Remedies.
  - a. In the event of a breach or potential breach of Owner’s obligation to convey the real property in accordance with Section 3 above, County shall have the right to equitable relief first, including specific performance, regardless of the existence of an alternative adequate remedy at law. To the extent specific performance is impossible, the County shall have the right to seek all available remedies at law.
  - b. Except as otherwise provided in Section 9, which is intended to provide Owner’s sole remedy for County action affecting Owner’s right to granting of or use of impact fee credits arising from this Agreement, and except as provided in Subsection a. above, both parties shall have all rights and remedies provided at law or in equity in the event of a breach of this Agreement or a default hereunder.
  - c. In the event of any litigation arising out of this Agreement, each party shall bear its own costs and attorney’s fees including any and all appeals.
- 11. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding, Tymber Creek Road and Stagecoach Road. The terms herein shall govern and control over any conflicting ordinance.

**IN WITNESS WHEREOF**, the parties hereto attach their hands and seals to this Right of Way Agreement Tymber Creek Road and Stagecoach Road, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY OF VOLUSIA

ATTEST

\_\_\_\_\_  
James T. Dinneen, County Manager

\_\_\_\_\_  
Ed Kelley, County Chair

[SEAL]

CONSOLIDATED TOMOKA LAND CO.

ATTEST

\_\_\_\_\_  
Daniel E. Smith, Corporate Secretary

\_\_\_\_\_  
John P. Albright, President

[SEAL]

INDIGO DEVELOPMENT, LLC

ATTEST

\_\_\_\_\_  
Daniel E. Smith, Secretary of MGRM

\_\_\_\_\_  
John P. Albright, President of MGRM

[SEAL]



Daytona Beach • DeLand

Post Office Box 2491  
Daytona Beach, Florida 32115-2491  
(386) 255-8171  
CobbCole.com

# Memorandum

**To:** Dennis Mrozek, Planning Manager, City of Daytona Beach  
**From:** Deborah D. LaCroix, CLA  
**Date:** June 7, 2018  
**Client/Matter #:** Minto Parcel A – LSCPA, PD-G Rezoning & Annexation  
DEV2017-132, 131 and DEV2018-079  
**Subject:** Neighborhood Meeting Summary – June 5, 2018

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A neighborhood meeting was held in the meeting room of the Holiday Inn LPGA, 137 Automall Circle, Daytona Beach, FL on June 5, 2018 at 6:00 p.m.

Rob Merrell, Dutch Neuweiler, Dwight DuRant, Jake Stehr, Sans Lassiter, Matthew West, Rachel Pringle and Debi LaCroix were in attendance to explain the large scale comprehensive plan amendment, rezoning and annexation requests.

The meeting was attended by a group of neighbors who received invitations to the meeting. See attached Sign-In Sheet.

The neighbors were receptive to the proposed project. They were interested in how the increased traffic will be handled and when improvements to the road network will be made. They were also interested in the utilities and also wildlife in the area of S.R. 40.

We look forward to this item being scheduled for the Planning Board at their June 28, 2018 meeting.

Thanks.

Deb.

MINTO PARCEL A  
PLANNED DEVELOPMENT-GENERAL REZONING  
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT  
ANNEXATION

DEV2017-131; 132 & 2018-079

NEIGHBORHOOD MEETING  
JUNE 5, 2018, 2018 6:00 P.M.  
SIGN IN SHEET

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER</u>
BARBARA DEANGELO	VIA 108 ROMA ORMD BCH, FL 32174	386 492-7974
Bill + Lynn Friel	VIA 110 ROMA ORMD BCH	386 677-1346
JAKE STEHR	300 Interchange Blvd ORMD BCH	298-5065
Rachel Pringle	149 S. Ridgewood	Cobb Cole
Debi Lacroix	149 S. Ridgewood	Cobb Cole
Rob Merritt	" "	" "
R Sanslaster	1450 W Granada Blvd, Suite 2, Ormond Beach FL 32174	
Robert Culver	11 Fernitus Circle Ormond Beach (Fair)	
HAROLD NEUMANN	16 ACLO ROAD	O.B.
Jerry Schaeffer	2080 W Granada	OB 32174
MATTHEW WEST	1450 GRANADA	386-257-2571
Drew Newman	4240 Pine Oaks Blvd Tampa FL	813-342-3830
John McCarthy	3 Festiva D.B. FL	386-562-4143
Dwight DuRant	ZCA	386 677-2482

NAME

ADDRESS

TELEPHONE NUMBER

Skip Wammers. 206A HOA Pers.

386-334-9733

GREG CARDINO LPQA HOA V. 386-405-2220

Troy Dittman 18 Dorner Dr OB 386-308-1615

LAUREEN KORNEL CITY OF OB 676-3345

Richard + Marcie Delaney 268 Jeehine Ln. OB 679-2301

BOONE THURMAN II 180 (STON) (OK) O.B. FC 52176

Anne Ruby 137 Park Ave 617-223-1094

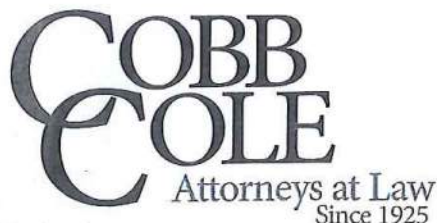
Lessa Stoll 294 Wentworth Ave 386-492-2374

BIG

Mary A Connors 36 Hunt Master Ct OB 32174

William M. Cobb  
(1881-1939)  
Thomas T. Cobb  
(1916-2004)  
W. Warren Cole, Jr.  
(1926-2008)  
Rhoda Bess Goodson  
(1950-2017)

Scott W. Cichon  
Robert A. Merrell III  
John P. Ferguson  
Mark A. Watts  
Heather Bond Vargas  
Kelly Parsons Kwiatek  
Kathleen L. Crotty  
Andrea M. Kurak  
Matthew S. Welch



Daytona Beach • DeLand

149 South Ridgewood Avenue, Suite 700  
Daytona Beach, Florida 32114  
(386) 255-8171  
CobbCole.com

Michael J. Woods  
Michael O. Sznajstajler  
Pamela R. Masters  
Robert E. Doan  
Holly J. Woerschling  
Rachel I. Pringle  
Kelsie W. Willett  
Erica C. Johnson

**OF COUNSEL**  
Harold C. Hubka  
Thomas J. Leek  
Larry D. Marsh  
Maja Sander Bowler  
William A. Parsons  
Peter R. J. Thompson\*

**RETIRED**  
Thomas S. Hart

\*Practice limited to federal immigration matters

May 24, 2018

**INVITATION TO NEIGHBORHOOD MEETING**

Dear Neighbor:

The law firm of Cobb Cole has the pleasure of representing Consolidated-Tomoka Land Co., Indigo Development LLC, the owners, and Minto Communities, LLC the contract purchaser, of 1,614+/- acres of property located South of Granada Boulevard in Daytona Beach, FL, as shown on the attached map. The contract purchaser intends to rezone the property, for an upscale, gated age-restricted community with amenities for residents.

As future neighbors to the proposed rezoning, Large Scale Comprehensive Plan Text Amendment and Annexation, we would like to invite you to discuss the rezoning on **Tuesday, June 5, 2018 at 6:00 p.m.** in the meeting room of the Holiday Inn Daytona Beach LPGA, located at 137 AutoMall Circle, Daytona Beach, FL 32124.

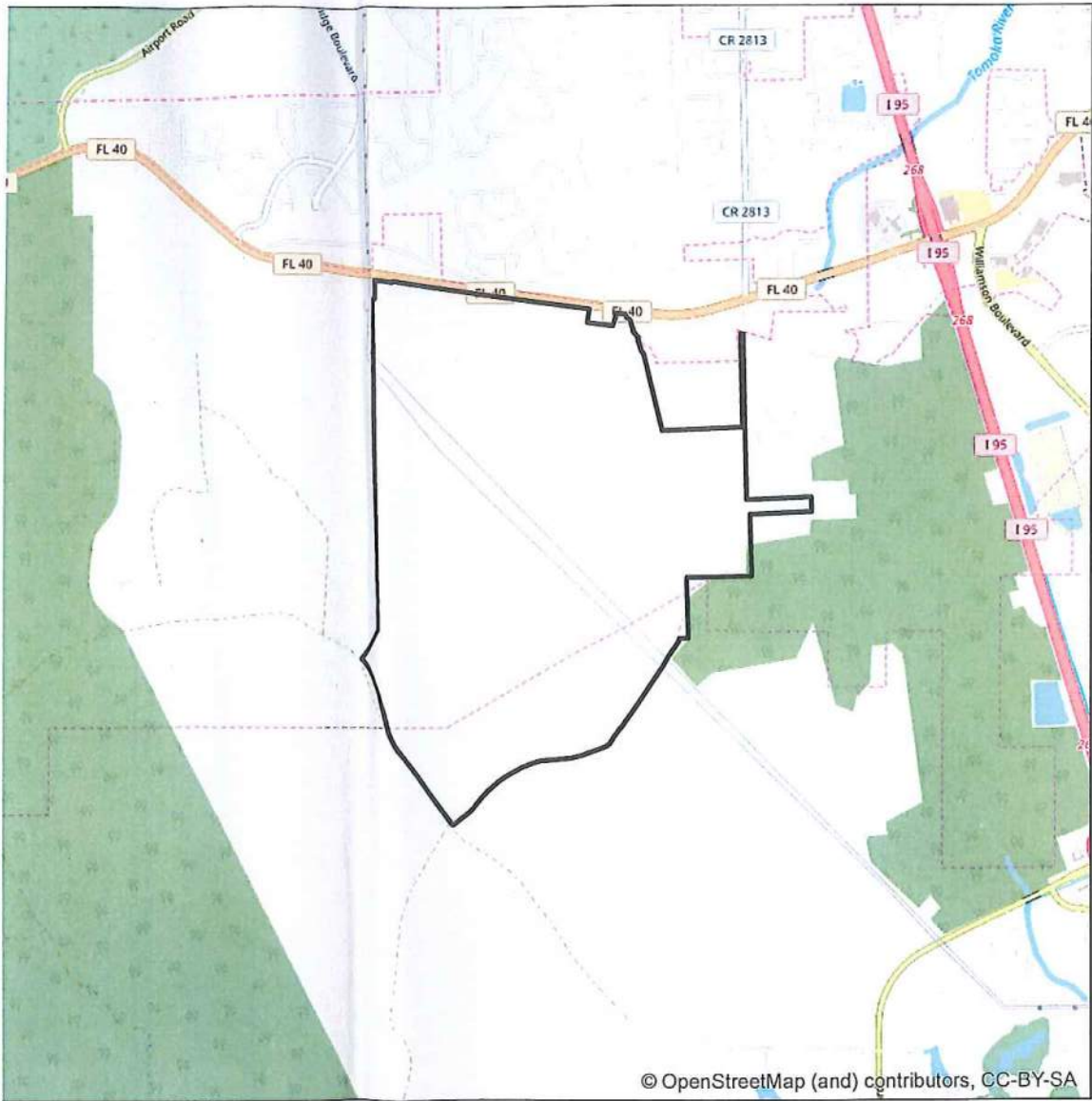
We look forward to seeing you at this meeting if you are interested in discussing this rezoning.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RAM', is written over a horizontal line.

**Robert A. Merrell III**  
Direct Dial (386) 323-9263  
Email Rob.Merrell@CobbCole.com  
Fax (386) 944-7955

RAM:RIPddl  
Enclosures



# NEIGHBORHOOD MEETING NOTICE

A NEIGHBORHOOD MEETING HAS BEEN SCHEDULED ON  
6/15/18 AT 6:00 PM TO INTRODUCE THE  
FOLLOWING APPLICATION FOR THIS PROPERTY:

PD & Rezoning / K82PA / Amendment

THE MEETING WILL BE HELD AT THE FOLLOWING LOCATION:

Holiday Inn - LPGA, 137 Autumnal Cr. Dr, FL

INTERESTED PARTIES CAN CONTACT Cobb Cole

AT 386/323-9263 FOR FURTHER INFORMATION.



# NEIGHBORHOOD MEETING NOTICE

A NEIGHBORHOOD MEETING HAS BEEN SCHEDULED ON

6/5/18 AT 6:00 PM TO INTRODUCE THE

FOLLOWING APPLICATION FOR THIS PROPERTY:

PD-G Reasoning / Use / Annexation

THE MEETING WILL BE HELD AT THE FOLLOWING LOCATION:

Holiday Inn. USA, 137 Ardmore Ct., DB, Va

INTERESTED PARTIES CAN CONTACT Cobb Cole

AT 386/323-9263 FOR FURTHER INFORMATION.

# NEIGHBORHOOD MEETING NOTICE

A NEIGHBORHOOD MEETING HAS BEEN SCHEDULED ON

6/5/18 AT 6:00 PM TO INTRODUCE THE

FOLLOWING APPLICATION FOR THIS PROPERTY:

PD-G Rezoning / LSCPA / Annexation

THE MEETING WILL BE HELD AT THE FOLLOWING LOCATION:

Holiday Inn. LRAA. 137 Autumn Ct., D.R. #

INTERESTED PARTIES CAN CONTACT Cobb Cole

AT 386/323-9263 FOR FURTHER INFORMATION.

**INTERLOCAL WHOLESALE WATER AND  
WASTEWATER SERVICE AGREEMENT**

This Interlocal Wholesale Water and Wastewater Service Agreement is made and entered into by and between **The City of Daytona Beach** and **The City of Ormond Beach** for the purposes described herein.

**Witnesseth:**

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach are municipalities duly chartered, existing, and exercising their respective municipal powers under Article VIII, Florida Constitution, and other general laws of the State of Florida; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach have entered into a Settlement Agreement and related Agreements as described below under authority conferred by Article VIII, Florida Constitution; the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes; and the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes; and other general law including Chapters 159 and 180, Florida Statutes; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach each own and operate potable water systems that produce, treat, and distribute potable water to customers inside and outside their respective city limits; and both cities own and operate sanitary sewage collection, treatment, and disposal systems for lands and customers inside and outside their respective city limits; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach entered into a Water and Sewer Service Area Agreement executed on or about September 8, 1981; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach entered into a First Amended Water and Sewer Service Area Agreement executed on or about June 17, 1991; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach entered into an Amendment to First Amended Water and Sewer Service Area Agreement executed on or about October 20, 1992; and

**WHEREAS**, the Water and Sewer Service Area Agreement (1981), the First Amended Water and Sewer Service Area Agreement (1991), and the Amendment to the First Amended Water and Sewer Service Area Agreement (1992), shall be collectively referred to as the "Amended 1981 Agreement"; and

**WHEREAS**, disputes have arisen between The City of Daytona Beach and The City of Ormond Beach regarding the provision of water and sewer services to lands and customers that are the subject of the Amended 1981 Agreement, as well as other issues of related concern ("Disputed Issues"); and

**WHEREAS**, on December 3, 2003, The City of Daytona Beach adopted Resolution No. 03-583 identifying the Disputed Issues and initiating the governmental conflict resolution process under Chapter 164, Florida Statutes; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach desire to resolve the Disputed Issues by entering into a comprehensive settlement as set forth in (1) a Settlement Agreement and Mutual Release of Claims, (2) a Second Amended Water and Sewer Service Area Agreement, (3) this Interlocal Wholesale Water and Wastewater Service Agreement, and (4) an Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects East of I-95, which together shall be referred to as the "Comprehensive Settlement Agreements"; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach have concurrently approved and authorized execution of the Comprehensive Settlement Agreements; and

**WHEREAS**, The City of Daytona Beach and The City of Ormond Beach desire to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety, and welfare of the citizens of both cities; and

**WHEREAS**, there is a need to provide for efficient water and wastewater treatment services for those lands and customers west of Interstate-95 (I-95) that are within the corporate limits of The City of Daytona Beach and within The City of Ormond Beach's Service Area as more particularly described and depicted in Exhibit 1 attached hereto; and

**WHEREAS**, The City of Ormond Beach represents that it has adequate capacity to meet the water and wastewater needs of those lands and customers west of I-95 that are within the corporate limits of The City of Daytona Beach and within The City of Ormond Beach's Service Area, now and in the future; and

**WHEREAS**, The City of Ormond Beach has occasional need to purchase bulk potable water from The City of Daytona Beach to serve its customers, and Daytona Beach represents that it has adequate capacity to assist Ormond Beach by occasionally providing bulk potable water to Ormond Beach; and

**WHEREAS**, subject to the terms and conditions set forth below, The City of Daytona Beach and The City of Ormond Beach desire to provide terms and conditions for bulk potable water service and wastewater treatment service to each other for resale to customers of the purchasing city.

**NOW THEREFORE**, in consideration of the promises and covenants herein contained, The City of Ormond Beach and The City of Daytona Beach mutually agree as follows:

**SECTION 1. RECITALS AND EXHIBITS.** The foregoing recitals constitute material representations, are incorporated herein by reference, and are a material part of this Agreement. All exhibits to this attached hereto are incorporated herein by reference and are a material part hereof.

**SECTION 2. PURPOSE AND TERM.** The purpose of this Agreement is stated in the recital paragraphs. The term of this Agreement shall be perpetual, unless terminated by mutual consent of the parties.

**SECTION 3. WHOLESALE WATER SERVICES.** The City of Daytona Beach and The City of Ormond Beach agree to provide and accept bulk potable water service to and from each other, and their approved successors and assigns, in the following manner and subject to the following terms and conditions.

**(a) Impact Fees and User Charges.**

(1) The city receiving bulk potable water shall pay to the providing city the prevailing wholesale water user charge in accordance with Section 5 herein.

(2) The customers of the city receiving bulk potable water shall be the customers of the receiving city and shall pay that city's rates, fees, charges, and deposits for such water service; and the receiving city shall be responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for water service. Nonpayment by customers shall not relieve or affect the obligation to remit payment for bulk potable water to the providing city.

(3) For development on lands within the corporate limits of Daytona Beach and within the Ormond Beach Service Area, The City of Daytona Beach shall, prior to or at the time it issues building permits, remit to The City of Ormond Beach per unit development fees equivalent to Ormond Beach's then current water impact fees. Ormond Beach shall treat such development in the same manner as development within its corporate limits with respect to impact fees.

**(b) Connection of Water Systems.**

(1) East of I-95, The City of Daytona Beach and The City of Ormond Beach have existing potable water interconnects with master meters, and anticipate that additional interconnects with meters may be constructed in the future as necessary or beneficial. These interconnects are and will be used for intermittent transmission of bulk potable water between the cities.

(2) West of I-95, The City of Daytona Beach will install, or cause to be installed, all pipes, fittings, valves, and appurtenances necessary to connect to Ormond Beach facilities at the designated point or points of connection as depicted on Exhibit 2 or at any mutually agreeable location. The size of the water transmission pipeline shall be no less than eight inches (8") to the point or points of interconnection. The City of Daytona Beach shall prepare the necessary Volusia County Department of Health (VCDOH) Application to Construct a Water Distribution system, which shall include construction plans and specifications. The City of Ormond Beach shall, as necessary, process, execute, and return the applications to The City of Daytona Beach for submission to VCDOH.

(3) The City of Daytona Beach shall remit to The City of Ormond Beach any funds necessary to improve Ormond Beach's existing water transmission facilities, which improvements are necessitated solely by service to the City of Daytona Beach and which are not expenses normally paid by impact fees.

(4) Each city shall be responsible for the operation, maintenance, repair, and replacement of all potable water transmission lines, pipes, and facilities within its own corporate limits up to the point of connection, and shall not have any responsibility or liability, and shall not incur any costs or expenses, relating to distribution and transmission lines from the point(s) of connection which are located within the other city's corporate limits. The operation, administration, and maintenance of all interconnects between the cities' respective systems shall conform to the Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects executed concurrently herewith, and with this agreement.

**(c) Water Master Metering West of I-95.**

(1) For interconnects installed west of I-95, The City of Daytona Beach shall furnish and install master metering equipment as specified and approved by The City of Ormond Beach. The master metering equipment shall be of standard make and type with automatic meter reading that has the capability of instantaneous readout of consumption via remote instrumentation or a computer, installed in a meter vault at a readily accessible location, and shall record flow with an accuracy that meets American Water Works Association (AWWA) standards for the type of meter installed, suitable for billing purposes. Upon completion of each point of connection, water will flow through the point of connection and will be measured by the metering equipment.

(2) The master metering equipment west of I-95 shall become the property of Ormond Beach upon completion of construction and acceptance by The City of Ormond Beach; and, once accepted, Ormond Beach shall be responsible for the operation, maintenance, and replacement of the master meter(s).

(3) The City of Ormond Beach shall have the accuracy of its meter(s) checked at least every 12 months. Meter testing shall be conducted by an independent contractor, and the contractor shall provide the results simultaneously to The City of Daytona Beach and The City of Ormond Beach. Meter testing shall be in accordance with the AWWA Manual of Practice M6, "Water Meter Selection, Installation, Testing and Maintenance," latest version. If any meter is found to not meet the accuracy standards of AWWA for the type of meter installed, it shall be recalibrated and the bill shall be adjusted for the most recent billing period. The billing adjustment shall be made at the same rate established as set forth herein, but the volume used in the billing calculations shall be adjusted as described herein.

(4) Checking for accuracy more frequently than every 12 months may be done at the expense of the party desiring the information. If either city wishes to confirm an accuracy test, that city shall pay all costs of confirmation testing.

**(d) Potable Water Regulatory Compliance.**

(1) The parties shall at all times provide their best efforts to comply with all local, state, and federal regulations regarding potable water service, including all permits and regulations issued by the VCDOH, the Florida Department of Environmental Protection (FDEP), the St. Johns River Water Management District (SJRWMD) and any other governmental agency with applicable legal authority.

(2) The City of Ormond Beach agrees to use its best efforts to maintain a minimum low-pressure set point of 45 psi at the points of connection. Notwithstanding the above, The City of Ormond Beach does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to The City of Daytona Beach. Upon connection west of I-95 as specified above, customers within The City of Daytona Beach shall be the City of Daytona Beach's customers and the City of Ormond Beach shall have no duty to The City of Daytona Beach's customers.

**SECTION 4. WHOLESALE WASTEWATER SERVICES WEST OF I-95.** The City of Daytona Beach agrees to accept and The City of Ormond Beach agrees to provide wholesale wastewater services west of I-95, in the following manner and subject to the following terms and conditions.

**(a) Impact Fees and User Charges.**

(1) The City of Daytona Beach shall pay to The City of Ormond Beach the prevailing wholesale wastewater user charge in accordance with Section 5 herein.

(2) The customers within the corporate limits of The City of Daytona Beach shall be customers of Daytona Beach and shall pay that city's rates, fees, charges, and deposits for such water service; and Daytona Beach shall be responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for service. Nonpayment by customers shall not relieve or affect the obligation to remit payment to The City of Ormond Beach.

(3) For development on lands within the corporate limits of Daytona Beach and within the Ormond Beach Service Area, The City of Daytona Beach shall, prior to or at the time it issues building permits, remit to The City of Ormond Beach per unit development fees equivalent to Ormond Beach's then current wastewater impact fees. Ormond Beach shall treat such development in the same manner as development within its corporate limits with respect to impact fees.

**(b) Connection to Transmission Facilities.**

(1) The City of Daytona Beach shall cause the design, permitting, and construction of no less than a four (4) inch diameter wastewater force main to the point or points of connection with The City of Ormond Beach existing sewage collection system as depicted on Exhibit 2 attached hereto or at any mutually agreeable location. The City of Daytona Beach shall prepare the necessary Florida Department of Environmental Protection (FDEP) Application to Construct a Domestic Wastewater Collection/Transmission system, which shall include construction plans and specifications. The City of Ormond Beach shall, as necessary, process, execute, and return the applications to The City of Daytona Beach for submission to FDEP.

(2) The City of Daytona Beach shall remit to The City of Ormond Beach any funds necessary for improvements to The City of Ormond Beach's existing wastewater collection and pumping facilities, which improvements are necessitated solely by service in The City of Daytona Beach and which are not expenses normally paid by impact fees.

(3) Each city shall be responsible for the operation, maintenance, repair, and replacement of all sewage main lines, service connections, force mains, pipes, sewage pump stations, and other facilities associated with the sewage collection system within its corporate limits up to the point of connection, and shall have no responsibility or liability, and shall not incur any costs or expenses, relating to sewage main lines, service connections, force mains, pipes, sewage pump



stations, and other facilities associated with the sewage collection system which are located in the other city's corporate limits.

**(c) Wastewater Master Metering West of I-95.**

(1) West of I-95, The City of Daytona Beach shall furnish and install master metering equipment as specified and approved by The City of Ormond Beach. The master metering equipment shall be of standard make and type with automatic meter reading that has the capability of instantaneous readout of consumption via remote instrumentation or a computer, installed in a meter vault at a readily accessible location, and shall record flow with an accuracy that meets American Water Works Association (AWWA) standards for the type of meter installed, suitable for billing purposes. Upon completion of each point of connection, wastewater will flow through the point of connection and will be measured by the metering equipment.

(2) The master metering equipment west of I-95 shall become the property of Ormond Beach upon completion of construction and acceptance by The City of Ormond Beach; and, once accepted, Ormond Beach shall be responsible for the operation, maintenance, and replacement of the master meter(s).

(3) The City of Ormond Beach shall have the accuracy of its meter(s) checked at least every 12 months. Meter testing shall be conducted by an independent contractor, and the contractor shall provide the results simultaneously to The City of Daytona Beach and The City of Ormond Beach. Meter testing shall be in accordance with the AWWA Manual of Practice M6, "Water Meter Selection, Installation, Testing and Maintenance," latest version. If any meter is found to not meet the accuracy standards of AWWA for the type of meter installed, it shall be recalibrated and the bill shall be adjusted for the most recent billing period. The billing adjustment shall be made at the same rate established as set forth herein, but the volume used in the billing calculations shall be adjusted as described herein.

(4) Checking for accuracy more frequently than every 12 months may be done at the expense of the party desiring the information. If either city wishes to confirm an accuracy test, that city shall pay all costs of confirmation testing.

**(d) Wastewater Regulatory Compliance.**

(1) The parties mutually agree that after connection of each wastewater treatment transmission pipeline facility in the Service Area depicted in Exhibit 2, both parties shall make every reasonable effort to comply with all local, regional, state, and federal requirements and rules applicable to the provision of Wastewater Treatment Service Capacity to the public. The parties shall at all times make every reasonable effort to comply with all local, state, and federal regulations regarding wastewater treatment service including all permits and

regulations issued by the Florida Department of Environmental Protection (FDEP), the St. Johns River Water Management District (SJRWMD) and any other governmental agency with applicable legal authority.

(2) The City of Ormond Beach does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to The City of Daytona Beach. Upon connection as specified above, customers within The City of Daytona Beach shall be the City of Daytona Beach's customers and the City of Ormond Beach shall have no duty to The City of Daytona Beach's customers.

(3) The City of Daytona Beach acknowledges and recognizes that in operation and maintenance of Ormond Beach's wastewater system, The City of Ormond Beach has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden on its water and sewer system resulting from extraordinary discharges attributable to The City of Daytona Beach and/or its customers. The City of Daytona Beach agrees to make a good faith effort to ensure that all sewage collected by Daytona Beach and transmitted to Ormond Beach conforms to The City of Ormond Beach's standards prior to the introduction of sewage into Ormond Beach's transmission pipeline facilities. The City of Daytona Beach, including its assigns and customers, agrees to abide by all reasonable ordinances, resolutions, rules, and regulations related to the use of and discharge to The City of Ormond Beach wastewater system as may be adopted from time to time by The City of Ormond Beach and which are equally applicable to customers within Ormond Beach's corporate boundaries. The City of Ormond Beach will provide to The City of Daytona Beach copies of all applicable Ormond Beach Ordinances, Resolutions, Rules, and Regulations now in effect and as the same may be adopted or amended by The City of Ormond Beach from time to time.

## **SECTION 5. WHOLESALE WATER AND WASTEWATER USER CHARGES.**

**(a) Initial Rate.** The water and wastewater wholesale user charges as calculated in Table 7, Capacity Purchase Approach, in the Black & Veatch Wholesale Water and Wastewater Rate Analysis dated June 16, 2006, attached hereto as Exhibit 3, will be in effect through September 30, 2007, with an annual rate adjustment for two additional one-year periods beginning October 1 and ending September 30. The rate adjustment will 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.

**(b) Rates for Subsequent Years.** Rates shall be recalculated every three years. At a mutually agreeable time prior to September 30, 2009, and each three-year period thereafter, The City of Ormond Beach and The City of Daytona Beach will jointly contract with an engineering consultant to recalculate the rates by the same

methodology as the original rates. The rates as calculated shall be applicable to the first year of each three-year period, and shall be adjusted for the second and third years as set forth above.

**SECTION 6. PAYMENT OF BILLS.**

(a) The City of Ormond Beach agrees to read the routine continuous connection water and wastewater master meters west of I-95 monthly, and all billings will be based upon the number of gallons of water and wastewater which pass through the master meters at each point of connection each month. The City of Ormond Beach shall bill the City of Daytona Beach monthly for water and wastewater service west of I-95. The City of Daytona Beach shall remit payment in accordance with Florida's Prompt Payment Act.

(b) For intermittent service connections of less than one month east of I-95, bills shall be submitted and paid promptly when the period of interconnection ends as provided in the Interlocal Agreement for the Operation, Administration and Maintenance of Finished Water Interconnects East of I-95.

(c) Service may be discontinued for nonpayment of any bill not paid with forty-five (45) days of the original date of the billing. Volusia County shall be the exclusive venue for any legal action necessary to compel payment for services under this Agreement. However, in an effort to avoid litigation over billing disputes, both parties agree to the following dispute resolution procedure:

(1) Within thirty (30) days of receipt of any disputed bill, the city disputing the bill shall provide a written explanation of the amount disputed and the grounds for dispute, and shall make payment for all portions of the bill not in dispute.

(2) Within 30 days of receipt of the dispute notice, the billing city shall examine its records and either provide written notice of agreement with the dispute or rejection of the same, and if rejected, the basis therefore.

(3) In the event of continued dispute, the disputing city shall request mediation. The parties shall make a reasonable and good faith effort to mutually agree upon a mediator, and a date, time, and place for the mediation. In the event the dispute is not resolved through mediation, either party or both may avail themselves of any and all legal remedies deemed appropriate.

**SECTION 7. AMENDMENTS.** This Agreement may only be amended in writing by the mutual consent of the governing bodies of both parties, and such amendment shall only be effective upon the execution thereof by the appropriate officials having legal authority to execute such amendment and recordation with the clerk of circuit court in and for Volusia County, Florida, in accordance with section 163.01(11), Florida Statutes. No officer, employee, or agent of either party, whether elected or appointed, shall have the authority to amend, modify, or alter the Agreement or to waive any of its provisions

or to bind either party by making any promise or representation not contained in the Agreement.

**8. ASSIGNMENT.** This Agreement may not be assigned, transferred, or delegated by The City of Ormond Beach or The City of Daytona Beach without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that said assignment, transfer, or delegation does not impair the rights or increase the obligations of either party, and provided that this Agreement will be binding upon the parties' successors, grantees, transferees, delegees, and assigns. The provisions of the Agreement shall inure to and be binding upon the successors and assigns of the parties to the Agreement.

**SECTION 9. WAIVER.** Any waiver at any time by any party hereto of its rights with respect to the other party or respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter. Nothing contained herein shall constitute a waiver by either The City of Ormond Beach or The City of Daytona Beach of its sovereign immunity or the provisions of Section 768.28, Florida Statutes; and all such rights, limits, benefits, and immunities are hereby reserved.

**SECTION 10. LIABILITIES.** Each party assumes any and all liabilities, claims, or damages of any kind attributable to the acts or omissions of their respective officers, employees, or agents. Each party shall give the other party prompt and timely notice of any claim, suit, or administrative law proceeding instituted or coming to the knowledge of its officers, employees, or agents that in any way reasonably appears to affect or might affect the other party, and the party so notified shall have the right to participate in the defense of any claim, administrative proceeding, or suit to the extent of its own interest. The parties reserve the right, at law or in equity, by civil action, mandamus, or other proceeding, to enforce or compel the performance of any or all covenants contained in this Agreement.

**SECTION 11. NOTICE.** Notices relating to the subject matter of this Agreement shall be provided in writing to the attention of:

To The City of Ormond Beach:  
City Manager  
P.O. Box 277  
Ormond Beach, FL 32175-0277

To The City of Daytona Beach:  
City Manager  
P.O. Box 2451  
Daytona Beach, FL 32115

**SECTION 12. ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, together with the Comprehensive Settlement Agreements, sets forth

the full and complete understanding of the parties as of the date below-stated, and supersede any and all prior negotiation, agreements, and understandings with respect to the subject matter hereof, and no prior or present agreements or representations shall be binding upon any of the parties hereto. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, approved by The Ormond Beach City Commission and by The Daytona Beach City Commission, and executed by the appropriate officers and officials of each party.

**SECTION 13. DEFAULT.** Neither party will be in default of the terms herein if such default is due to a natural calamity, act of force majeure, government other than The City of Ormond Beach or The City of Daytona Beach, or similar causes beyond the control of either party.

**SECTION 14. GOVERNING LAW AND VENUE.** This Agreement will be governed by, and interpreted in accordance with, the Laws of the State of Florida. Venue for any legal action to enforce the terms and conditions of this Agreement shall be in Volusia County, Florida.

**SECTION 15. HEADINGS.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

**SECTION 16. SEVERABILITY.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that if such severability materially changes the economic benefits of this Agreement to either party, the parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

**SECTION 17. LEGAL FEES.** In the event of litigation between the parties hereto arising out of or in connection with this Agreement, each party shall be responsible for its own legal fees and costs.

**SECTION 18. AUTHORITY TO EXECUTE.** Each party hereby represents and warrants that it has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

**SECTION 19. OTHER DOCUMENTS AND ASSURANCES.** Each of the parties to this Agreement agrees that any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.

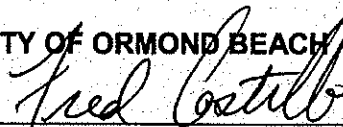
**SECTION 20. NO THIRD PARTY BENEFICIARIES.** This Agreement is between The City of Ormond Beach and The City of Daytona Beach only for the provision of bulk water and sewer service and shall not be deemed to confer in favor of any third parties

any rights whatsoever as third-party beneficiaries, specifically including customers of The City of Daytona Beach or The City of Ormond Beach, the parties hereto intending this Agreement to confer no such benefits or status.

**SECTION 21. SOVEREIGN IMMUNITY.** The City of Ormond Beach and The City of Daytona Beach expressly retain all rights, privileges, benefits, and immunities of sovereign immunity.

**SECTION 22. EFFECTIVE DATE AND RECORDATION.** The City of Daytona Beach and The City of Ormond Beach shall execute this Agreement contemporaneously with the other Comprehensive Settlement Agreements, and this Agreement shall constitute a material part thereof. The parties shall cause this Agreement to be recorded with the clerk of circuit court in and for Volusia County, Florida, and it shall become effective upon such recordation in accordance with section 163.01(11), Florida Statutes.

CITY OF ORMOND BEACH



Fred Costello, Mayor

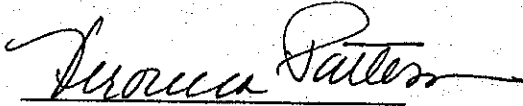
Date: 9/19/06



Isaac D. Turner, City Manager

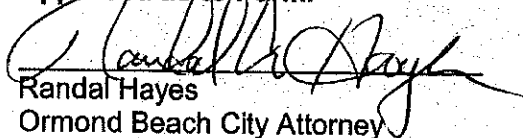
Date: 9/19/06

ATTEST:



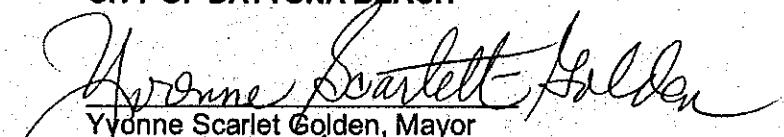
Veronica Patterson  
City Clerk

Approved as to Form:



Randal Hayes  
Ormond Beach City Attorney

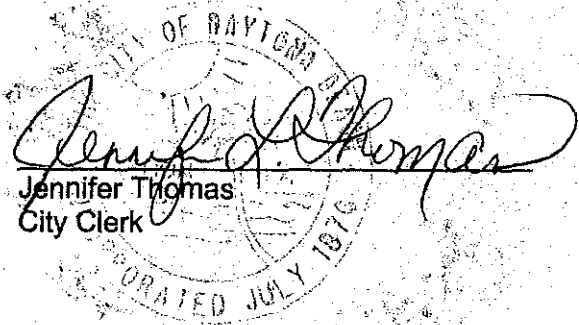
CITY OF DAYTONA BEACH



Yvonne Scarlett Golden, Mayor

Date: October 4, 2006

Instrument# 2006-280519 # 13  
Book: 5949  
Page: 4154



*Jennifer Thomas*  
Jennifer Thomas  
City Clerk

*James Chisholm*  
James Chisholm, City Manager  
Date: *October 4, 2006*





**Approved as to Form:**


*Robert Brown*  
Robert Brown  
Daytona Beach City Attorney

Instrument# 2006-280519 # 14  
Book : 5949  
Page : 4155

### Exhibit 1 Municipal Service Boundary West of Interstate 95

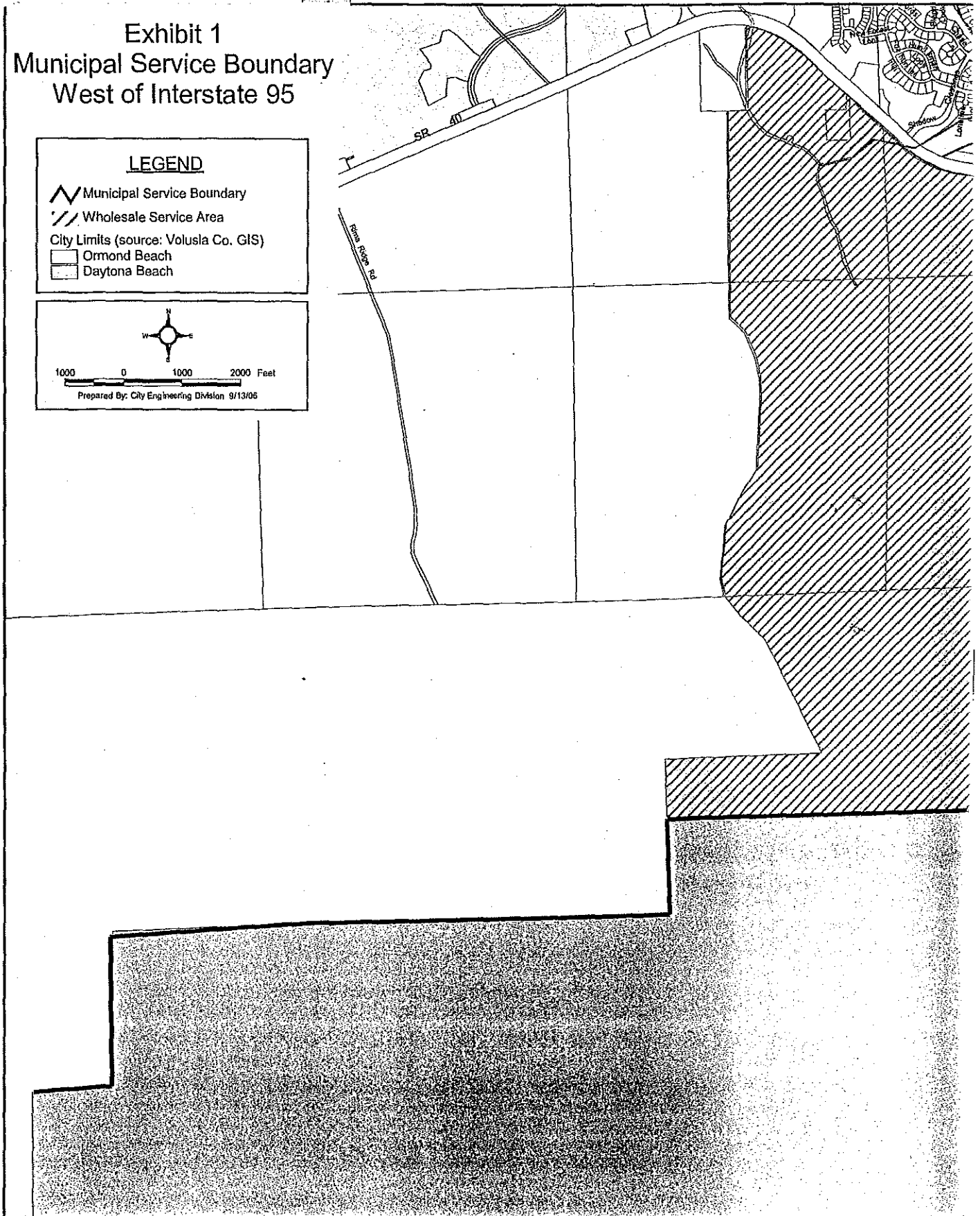
**LEGEND**

-  Municipal Service Boundary
-  Wholesale Service Area
- City Limits (source: Volusia Co. GIS)
  -  Ormond Beach
  -  Daytona Beach



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Prepared By: City Engineering Division 9/13/06

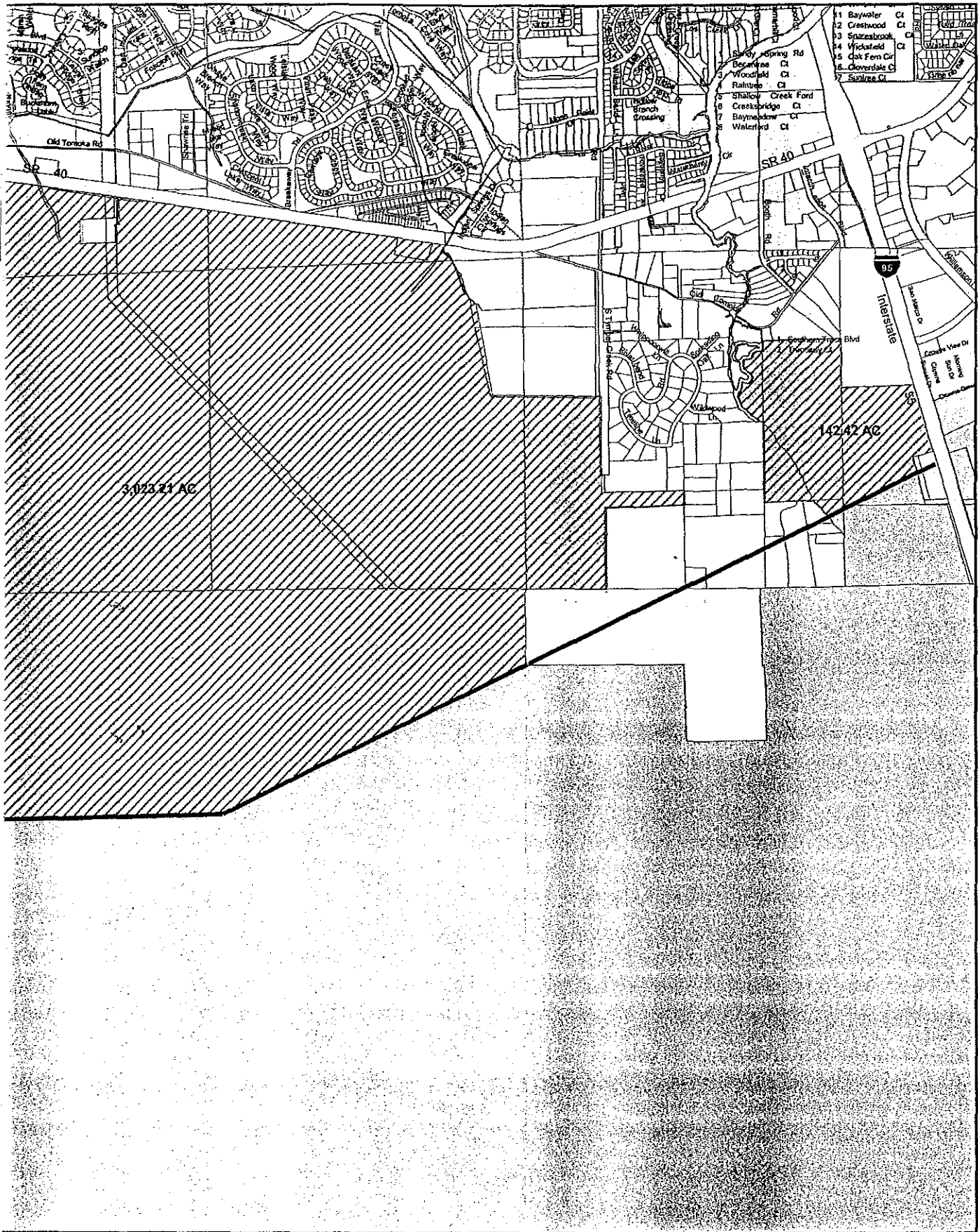




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

Instrument# 2006-280519 # 16  
Book : 5949  
Page : 4157

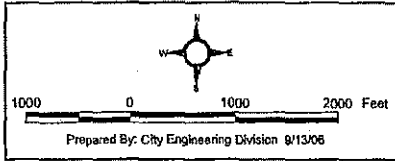
### Exhibit 2 Wholesale Connection Points

**LEGEND**

-  Wholesale Connection Point
-  Municipal Service Boundary
-  Wholesale Service Area

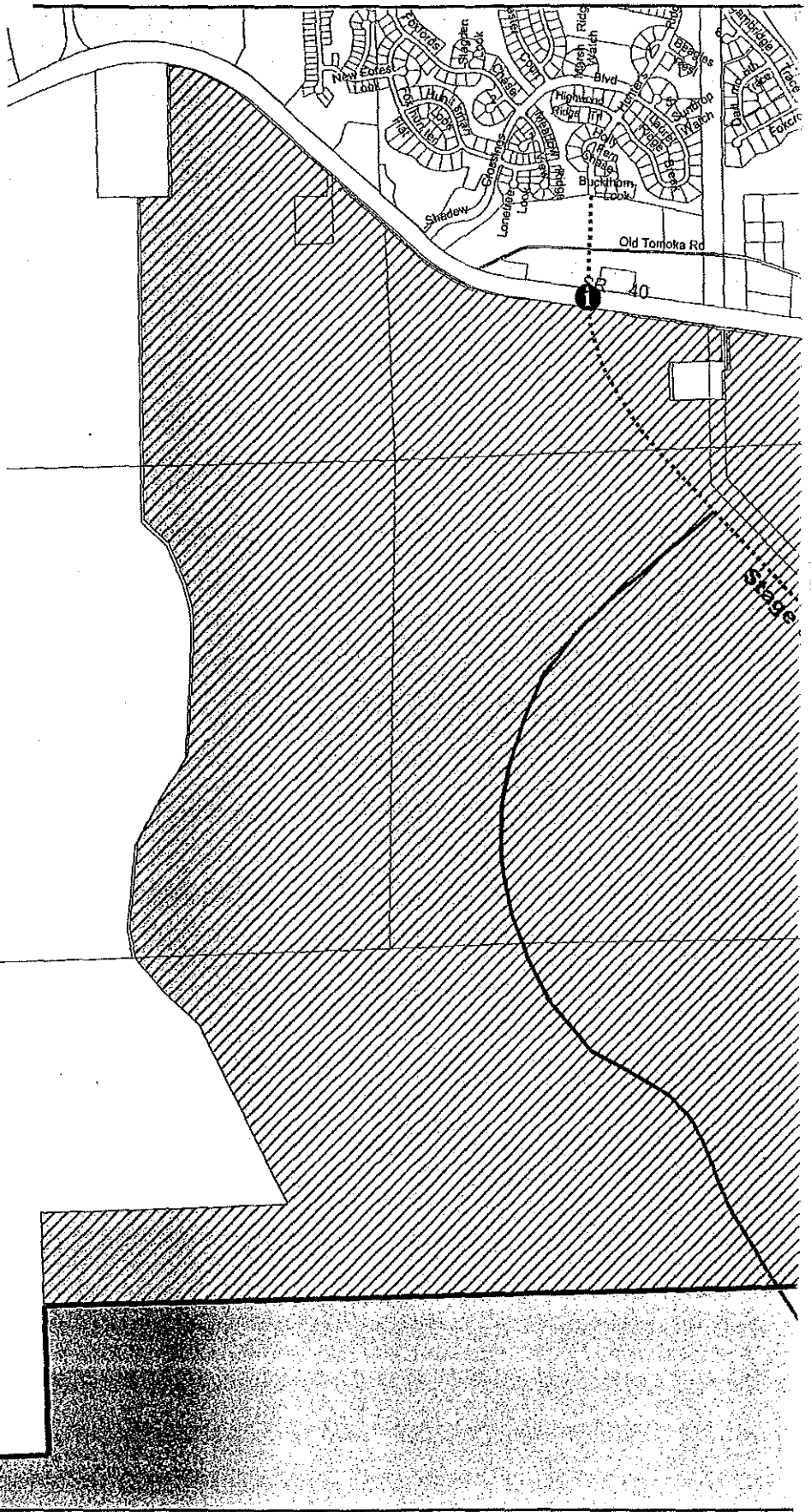
City Limits (source: Volusia Co. GIS)

-  Ormond Beach
-  Daytona Beach

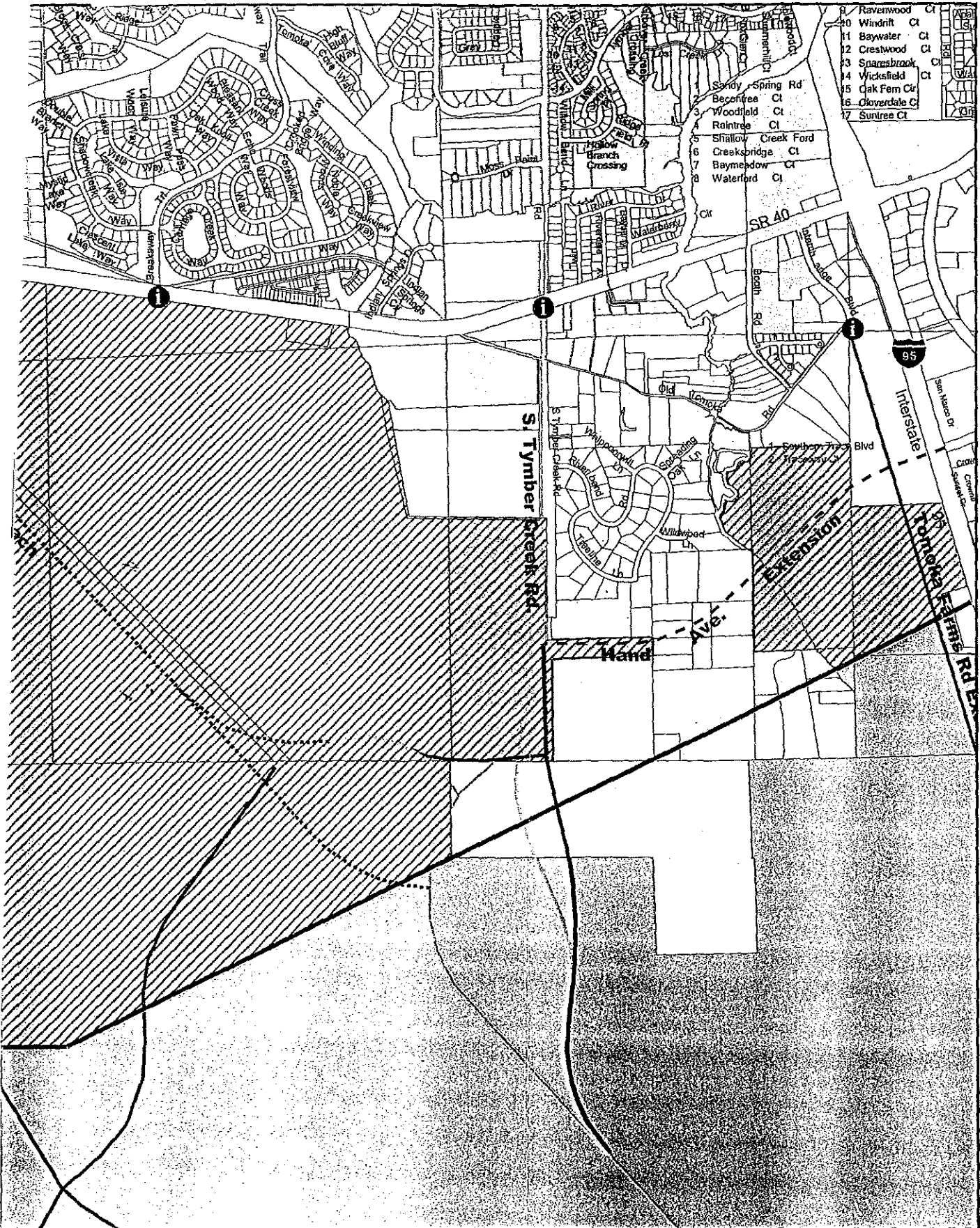


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Prepared By: City Engineering Division 9/13/06



Instrument# 2006-280519 # 17  
Book : 5949  
Page : 4158



**BLACK & VEATCH**

201 South Orange Avenue, Suite 500  
Orlando, Florida 32801 USA  
Tel: (407) 419-3500  
Fax: (407) 419-3501

Black & Veatch Corporation

Instrument# 2006-280519 # 18  
Book: 5949  
Page: 4159

June 16, 2006

Ms. Judy Sloane, P.E.  
Public Works Director/City Engineer  
City of Ormond Beach  
22 South Beach Street  
Ormond Beach, Florida 32174

**Project No:** [REDACTED]  
**Subject:** Wholesale Water and Wastewater Rate Analysis

Dear Ms. Sloan:

BLACK & VEATCH CORPORATION ("Black & Veatch") is pleased to submit to the Cities of Ormond Beach and Daytona Beach, Florida, collectively referred to as the "Cities," the Wholesale Water and Wastewater Rate Analysis report (the "Report") for your consideration. We have completed the analyses for the development of alternative wholesale water and wastewater rates and have summarized the results herein.

**GENERAL**

The Cities of Ormond Beach, FL and Daytona Beach, FL have authorized Black & Veatch Corporation to perform a wholesale rate analysis for the purpose of developing an equitable mechanism for the recovery of costs associated with the provision of water and wastewater services. It is anticipated that such services will be provided by the City of Ormond Beach to the City of Daytona Beach for ultimate use in an area known as the Consolidated Tomoka Land Corporation property (the "CTLIC Property"). The CTLIC Property consists of approximately 3,000 acres formerly located within the service territory of the City of Ormond Beach and recently annexed by the City of Daytona Beach. It has been assumed that the City of Daytona Beach will provide water and wastewater retail service to the customers located on this currently undeveloped land. Due to the proximity of existing infrastructure owned by the City of Ormond Beach to the CTLIC Property and state regulated service area restrictions, it has been further assumed that in order to serve the CTLIC Property, the City of Daytona Beach will become a wholesale customer of the City of Ormond Beach. The objective of this study is to provide alternative cost recovery mechanisms appropriate for use by the City of Ormond Beach in providing such service to the City of Daytona Beach.

More specifically, the analyses summarized herein are based on the assumption that while customers located within the CTLC Property will be retail water and wastewater customers of the City of Daytona Beach, wholesale treatment and transmission (collection) services will be provided by the City of Ormond Beach. It should be noted that for the purposes of this Report, wholesale service is defined as a "situation in which water (wastewater) service is sold to a customer at one or more points of delivery (collection) for resale to individual retail customers within the wholesale customer's service area."

It should be further noted that it is not the intention of this Report to offer a single recommendation, but instead to offer several defensible alternatives that provide for the appropriate and equity recovery of costs associated with the provision of service. The proposal of alternative approaches is not intended to mean that the Cities should be bound to accept any one of these approaches as the Cities are responsible for making certain value judgments on the relative merits of a cost recovery mechanism which cannot be entirely factored into a Report such as this. In this regard, the two alternatives developed herein are based on the following approaches: (i) the Utility Approach; and (ii) the Capacity Purchase Approach.

### ***UTILITY APPROACH***

The cost of providing water and wastewater service is frequently apportioned based on the utility approach, that is, in terms of return on rate base, O&M expenses, and depreciation expense. The apportionment of O&M and depreciation expenses and return on plant investment, or rate base, to various customers (or customer classes) is based on specific characteristics and/or level of service requirements. As an example, it is assumed that the City of Daytona Beach is responsible for localized distribution and collection infrastructure, meter reading services, customer billing, and customer service for customers located within the CTLC Property. Therefore, recovery of costs by the City of Ormond Beach for service provided to the City of Daytona Beach should be exclusive of the aforementioned activities. The following discussions summarize the process undertaken in the development of a utility approach based alternative.

#### **Return on Rate Base**

Pursuant to previous discussions, the determination of cost recovery mechanisms based on the utility approach includes consideration for a return on rate base. The rate base is generally defined as the depreciated value of a utility's assets attributable to the provision of service. Revenues derived from such cost recovery mechanisms should provide a margin of return on capital investment commensurate with the risks to the City of Ormond Beach in funding facilities required to serve customers of the water and wastewater systems. In summary, the return component is intended to pay the annual interest cost of debt capital and provide a fair rate of return for equity capital used in financing facilities. For the purposes of the Report, water and wastewater facilities (rate base) are considered based on functional activity, as summarized below.

Water	Wastewater
Source of Supply	Collection
Treatment	Treatment/Disposal
Transmission/Distribution	Reclaimed Water
General Plant	General Plant

A query of the City of Ormond Beach's continuing property records and conversations with staff indicated that plant investment (and associated accumulated depreciation) is not currently available by the functional categories defined above. Despite the absence of plant investment information by function, it was determined that the aggregate plant investment for the water and wastewater systems totaled \$121,822,300, as rounded, for the fiscal year ending September 30, 2005. The corresponding accumulated depreciation amount was determined to be \$55,554,500, as rounded. Subsequent to this determination, plant investment and accumulated depreciation were apportioned among the functional categories based on results of the following techniques:

- Replacement Cost Technique – Current system descriptions (treatment process, capacity, pipe diameter and quantity, etc.) were used to construct replacement cost estimates based on current cost characteristics. Such cost estimates were then discounted back based on the original plant in service (commission) date, as provided.
- Comparable Utility Survey Technique – Comparable water and wastewater systems were identified pursuant to system characteristics. Once identified, plant investment information for each comparable utility was obtained, where available, and quantified pursuant to functional category.

Based on the results of the techniques defined above, **Table 1** summarizes the allocation of plant investment and accumulated depreciation among functional categories for the City of Ormond Beach's water and wastewater systems.

**Table 1**  
**Plant Investment and Accumulated Depreciation**

<b>Functional Category</b>	<b>Percent of Total <sup>(1)</sup></b>	<b>Original Cost</b>	<b>Accumulated Depreciation</b>	<b>Net Plant Investment <sup>(2)</sup></b>
<b>Water System</b>				
Source of Supply	5.30%	\$ 6,456,600	\$ 2,944,400	\$ 3,512,200
Treatment	7.13%	8,685,900	3,961,000	4,724,900
Transmission/Distribution	28.47%	34,682,800	15,816,400	18,866,400
General Plant	1.43%	1,742,100	794,400	947,700
<b>Total Water System</b>	<b>42.33%</b>	<b>\$ 51,561,800</b>	<b>\$ 23,516,200</b>	<b>\$ 28,051,200</b>
<b>Wastewater System</b>				
Collection	26.16%	\$ 31,868,700	\$ 14,533,100	\$ 17,335,600
Treatment/Disposal	21.66%	26,386,700	12,033,100	14,353,600
Reclaimed Water	7.83%	9,538,700	4,349,900	5,188,800
General Plant	2.02%	2,460,800	1,122,200	1,338,600
<b>Total Wastewater System</b>	<b>57.67%</b>	<b>\$ 70,260,500</b>	<b>\$ 32,038,300</b>	<b>\$ 38,216,600</b>
<b>Grand Total</b>	<b>100.00%</b>	<b>\$ 121,822,300</b>	<b>\$ 55,554,500</b>	<b>\$ 66,267,800</b>

(1) Results based on Replacement Cost and Comparable Utility Survey Techniques.

(2) Original Cost less Accumulated Depreciation as of September 30, 2005.

While **Table 1** above summarizes the estimated plant investment and accumulated depreciation by functional category for the entire water and wastewater systems, additional adjustments are appropriate for the purpose of extracting the investment (and associated accumulated depreciation) associated with facilities that will not be utilized in the provision of service to the City of Daytona Beach as a wholesale customer. These adjustments, and associated assumptions, are summarized below.

- Water System
  - Transmission/Distribution – Conversations with staff indicated that the point of connection(s) will occur with transmission mains having a diameter of 16 inches. Therefore, an adjustment was made in order to remove the investment associated with all mains having a diameter less than 16 inches. This adjustment, approximately 89 percent, was quantified by calculating the total inch-miles of the transmission/distribution system and subtracting the proportion attributable to mains smaller than 16 inches.
  - General Plant – Based on a line item review of the Finance Department portion of the operating budget for fiscal year 2005/06, as discussed in subsequent sections, an adjustment, approximately 43 percent, was made to extract the general plant investment attributable to facilities not implicit in the provision of service to the City of Daytona Beach as a wholesale customer. This adjustment is based on the

assumption that there is a direct correlation between such activities and general plant investment.

- Wastewater System
  - Collection – Conversations with staff indicated that the point of connection(s) will occur with wastewater mains having a diameter of no less than 10 inches. Therefore, an adjustment was made in order to remove the investment associated with all mains having a diameter less than 10 inches. This adjustment, approximately 73 percent, was quantified by calculating the total inch-miles of the transmission/collection system and subtracting the proportion attributable to mains smaller than 10 inches.
  - Reclaimed Water – Pursuant to discussions with staff, there are no plans for the City of Ormond Beach to provide reclaimed water to the City of Daytona Beach. However, conversations with City of Ormond Beach staff indicated that the investment in reclaimed water facilities was a mandatory condition in the renewal of its' Consumptive Use Permit (CUP). Therefore, consideration of reclaimed water facilities, net of contributions, is appropriate for inclusion in the determination of rate base. More specifically, an adjustment of approximately 39 percent was made to account for contributed facilities based on information provided by the City of Ormond Beach. This adjustment amount was determined based on the proportion of inch-miles in reclaimed water facilities contributed versus the amount funded by the City. As a corollary, depreciation expense and revenues derived from the utilization of such reclaimed water facilities are also appropriate for consideration as discussed in subsequent sections.
  - General Plant – Based on a line item review of the Finance Department portion of the operating budget for fiscal year 2005/06, as discussed in subsequent sections, an adjustment (approximately 43 percent) was made to extract the general plant investment attributable to facilities not implicit in the provision of service to the City of Daytona Beach as a wholesale customer.

Based on the adjustments, and associated assumptions, as discussed above, **Table 2** summarizes the determination of rate base on a per unit basis.



**Table 2**  
**Determination of Rate Base**

Functional Category	Net Plant Investment	Adjustments	Rate Base	
			Total	Per Unit <sup>(1)</sup>
<b>Water System</b>				
Source of Supply	\$ 3,512,200	\$ 0	\$ 3,512,200	\$ 0.4390
Treatment	4,724,900	0	4,724,900	0.5906
Transmission/Distribution	18,866,400	(16,871,300)	1,995,100	0.2494
General Plant	947,700	(407,500)	540,200	0.0675
<b>Total Water System</b>	<b>\$ 28,051,200</b>	<b>\$ (17,278,800)</b>	<b>\$ 10,772,400</b>	<b>\$ 1.3465</b>
<b>Wastewater System</b>				
Transmission/Collection	\$ 17,335,600	\$ (12,785,900)	\$ 4,549,700	\$ 0.7583
Treatment/Disposal	14,353,600	0	14,353,600	2.3923
Reclaimed Water	5,188,800	(1,992,000)	3,196,800	0.5328
General Plant	1,338,600	(575,600)	763,000	0.1272
<b>Total Wastewater System</b>	<b>\$ 38,216,600</b>	<b>\$ (18,550,300)</b>	<b>\$ 19,666,300</b>	<b>\$ 3.8106</b>

(1) Rate Base per gallon per day based on capacities of 8.0 and 6.0 MGD for water and wastewater respectively.

Once the rate base allocable to the City of Daytona Beach was identified, a potential return was determined based on the embedded interest rates on current outstanding indebtedness secured by the user fee revenues of the water and wastewater systems and a risk factor premium of 1.25 percent. The weighted cost of interest for the Series 2000 and 2004 Revenue Bonds was determined to be 4.79 percent, which results in a potential return on rate base of 6.00 percent, as rounded. The application of this return percentage to the previously identified rate base per unit is summarized below in Table 3.

**Table 3**  
**Return on Rate Base per Gallon per Day**

Category	Rate Base	Return on Rate Base	
		Percent	Amount
<b>Water System</b>			
Source of Supply	\$ 0.4390	6.00%	\$ 0.0263
Treatment	0.5906	6.00%	0.0354
Transmission/Distribution	0.2494	6.00%	0.0150
General Plant	0.0675	6.00%	0.0041
<b>Total Water System</b>	<b>\$ 1.3465</b>	<b>6.00%</b>	<b>\$ 0.0808</b>
<b>Wastewater System</b>			
Collection	\$ 0.7583	6.00%	\$ 0.0455
Treatment/Disposal	2.3923	6.00%	0.1435
Reclaimed Water	0.5328	6.00%	0.0320
General Plant	0.1272	6.00%	0.0076
<b>Total Wastewater System</b>	<b>\$ 3.8106</b>	<b>6.00%</b>	<b>\$ 0.2286</b>

#### Depreciation Expense

Depreciation expense represents the loss in value of facilities, not restored by current maintenance, which occurs as a result of wear and tear, decay, inadequacy, and obsolescence. In this regard, recovery of depreciation expense by the City of Ormond Beach from the City of Daytona Beach for those facilities used in the provision of service is appropriate. Similar to the functional allocation of plant investment and ultimate determination of rate base, the Replacement Cost and Comparable Utility Survey techniques, in conjunction with the facility adjustments, were used as a basis for identifying the depreciation expense allocable to the City of Daytona Beach. This process is summarized in **Table 4** below.

CITIES OF ORMOND BEACH AND DAYTONA BEACH  
WHOLESALE WATER AND WASTEWATER ANALYSIS

**Table 4**  
**Depreciation Expense**

Functional Category	Depreciation Expense <sup>(1)</sup>	Adjustments <sup>(2)</sup>	Adjusted	Billable Flow <sup>(3)</sup>	Depreciation Per kgal
<b>Water System</b>					
Source of Supply	\$ 246,900	\$ 0	\$ 246,900	1,873,537	\$ 0.1318
Treatment	332,100	0	332,100	1,873,537	0.1773
Transmission/Distribution	1,326,100	(1,185,900)	140,200	1,873,537	0.0748
General Plant	66,600	(28,600)	38,000	1,873,537	0.0203
<b>Total Water System</b>	<b>\$ 1,972,700</b>	<b>\$ (1,214,500)</b>	<b>\$ 757,200</b>		<b>\$ 0.4042</b>
<b>Wastewater System</b>					
Collection	\$ 1,218,500	\$ (898,700)	\$ 319,800	1,263,649	\$ 0.2531
Treatment/Disposal	1,008,900	0	1,008,900	1,263,649	0.7986
Reclaimed Water	364,700	(140,000)	224,700	1,263,649	0.1778
General Plant	94,100	(40,500)	53,600	1,263,649	0.0424
<b>Total Wastewater System</b>	<b>\$ 2,686,200</b>	<b>\$ (1,303,900)</b>	<b>\$ 1,382,300</b>		<b>\$ 1.2717</b>
<b>Grand Total</b>	<b>\$ 4,657,900</b>	<b>\$ (2,518,400)</b>	<b>\$ 2,139,500</b>		

(1) Total annual depreciation expense, as provided by staff, allocated functionally pursuant to Replacement Cost and Comparable Utility Survey techniques.

(2) See Rate Base discussions for adjustment definitions.

(3) Flows represented in thousands (000s) of gallons as projected for fiscal year 2005/06.

Operating & Maintenance (O&M) Expenses

O&M expenses consist of those recurring expenses associated with labor, materials, services, supplies, etc., that are required to manage and operate the systems while maintaining a dependable and desirable level of service. O&M requirements, a function of the City's budgetary process, are directly related to the level of services provided to customers, and therefore, are appropriately recovered through user rates and charges. In this regard, those O&M expenses attributable to the provision of water and wastewater service to the City of Daytona Beach are appropriate for recovery. As shown below, O&M expenses are categorized based on function. This functionalization facilitated the allocation of expenses similar to the process undertaken for depreciation expense. Summarized in **Table 5** below is the determination of O&M expenses on a per 1,000 gallons basis for the water and wastewater systems. It should be noted that this determination considers the adjustment of the functional categories to account for those component expenses not appropriate for recovery from the City of Daytona Beach based on the assumptions utilized herein.

CITIES OF ORMOND BEACH AND DAYTONA BEACH  
WHOLESALE WATER AND WASTEWATER ANALYSIS

**Table 5**  
**O&M Expenses**

<u>Functional Category</u>	<u>O&amp;M Expenses <sup>(1)</sup></u>	<u>Adjustments <sup>(2)</sup></u>	<u>Adjusted</u>	<u>Billable Flow <sup>(3)</sup></u>	<u>O&amp;M Per kgal</u>
<b>Water System</b>					
Finance Department	\$ 635,700	\$ (273,400)	\$ 362,300	1,873,537	\$ 0.1934
Water Production	1,956,800	0	1,956,800	1,873,537	1.0444
Water Distribution	989,500	(884,900)	104,600	1,873,537	0.0558
Operating & CIP Support <sup>(4)</sup>	509,800	(219,200)	290,600	1,873,537	0.1551
<b>Total Water System</b>	<b>\$ 4,091,800</b>	<b>\$ (1,377,500)</b>	<b>\$ 2,714,300</b>		<b>\$ 1.4487</b>
<b>Wastewater System</b>					
Finance Department	\$ 533,400	\$ (229,400)	\$ 304,000	1,263,649	\$ 0.2406
Wastewater Treatment	2,215,400	0	2,215,400	1,263,649	1.7532
Wastewater Collection	1,256,700	(926,900)	329,800	1,263,649	0.2610
Operating & CIP Support <sup>(4)</sup>	694,500	(298,600)	395,900	1,263,649	0.3133
Less: Reclaimed Water Revenue	(320,400)	124,700	(195,700)	1,263,649	(0.1549)
<b>Total Wastewater System</b>	<b>\$ 4,379,600</b>	<b>\$ (1,330,200)</b>	<b>\$ 3,049,400</b>		<b>\$ 2.4132</b>
<b>Grand Total</b>	<b>\$ 8,471,400</b>	<b>\$ (2,707,700)</b>	<b>\$ 5,763,700</b>		

(1) As budgeted for fiscal year 2005/06.

(2) See Rate Base discussions for adjustment definitions.

(3) Flows represented in thousands (000s) of gallons as projected for fiscal year 2005/06.

(4) Operating & CIP Support allocated between water and wastewater based on original cost less depreciation (Table 1).

### Resulting Rates

Black & Veatch's allocation of return on rate base results in an annual fixed cost for the provision of service to the City of Daytona Beach in the amount of \$0.08 and \$0.23 per gallon per day of reserved capacity for water and wastewater service respectively. These fixed amounts are based on a maximum daily requirement for water service and an average daily requirement for wastewater service respectively. Additionally, a uniform volume charge of \$1.85 per 1,000 gallons of water and \$3.68 per 1,000 gallons of wastewater will provide for the recovery of O&M expenses and depreciation expense allocable to the City of Daytona Beach. These rate components, resulting from the utility approach of rate determination, are summarized below in **Table 6**.

**Table 6**  
**Wholesale Water and Wastewater Rates**  
**Utility Approach**

Description	Water	Wastewater	Basis of Charge
Fixed Charge	\$0.08	\$0.23	Per gallon per day <sup>(1)</sup>
	<i>Plus</i>	<i>Plus</i>	
Volume Charge	\$1.85	\$3.68	Per 1,000 gallons <sup>(2)</sup>

(1) To be charge for each gallon of capacity reserved.

(2) To be charge for each 1,000 gallons of service actually provided.

### ***CAPACITY PURCHASE APPROACH***

Under the capacity purchase approach, the City of Daytona Beach would purchase rights to a specified capacity in the City of Ormond Beach's water and wastewater facilities, and subsequently would be entitled to a level of service not to exceed that specified limit. Additionally, the City of Daytona Beach would be responsible for a proportionate share of the O&M and depreciation expenses based on the actual level of service provided by the City of Ormond Beach. Under the capacity purchase approach, the quantity of capacity purchased could be set at either the projected ultimate requirement of the City of Daytona Beach or capacity could be purchased incrementally on an as needed basis. It should be noted that under the capacity purchase approach, there is no actual transfer of ownership. Rather the City of Daytona Beach would purchase the rights to a desired amount of capacity. As such, the City of Daytona Beach would not be eligible for a refund of this purchase amount should it forgo such capacity rights in the future.

The cost components considered for recovery under the capacity purchase approach are similar to those previously discussed under the utility approach with the exception of the return on rate base component. By selling capacity, or recovering the investment in facilities, the City of Ormond Beach is not eligible for a return on this refunded investment.

It is anticipated that the cost per unit of capacity charged by the City of Ormond Beach under the capacity purchase approach will be developed in conjunction with water and wastewater impact fees. However, as noted previously this approach does not imply any ownership rights by the City of Daytona Beach in the water and wastewater facilities owned by the City of Ormond Beach.

### **Resulting Rates**

Black & Veatch's determination of a cost per unit of capacity and the allocation of revenue requirements, consisting of O&M expenses and depreciation expense, results in an initial payment of \$3.88 and \$4.56 per gallon per day of guaranteed capacity for water and wastewater respectively based on the existing impact fees charged by the City of Ormond Beach. These

payment amounts were determined by dividing the existing impact fees of \$1,359.00 and \$1,595.00 per equivalent dwelling unit for water and wastewater respectively by the level of service standard associated with each, 350 gallons per day. Additionally, a uniform volume charge of \$1.85 per 1,000 gallons of water and \$3.68 per 1,000 gallons of wastewater will provide for the recovery of O&M expenses and depreciation expense allocable to the City of Daytona Beach, as developed previously in the Report. These rate components, resulting from the capacity purchase approach of rate determination, are summarized below in Table 7.

**Table 7**  
**Wholesale Water and Wastewater Rates**  
**Capacity Purchase Approach**

Description	Water	Wastewater	Basis of Charge
Initial Payment	\$3.88	\$4.56	Per gallon per day <sup>(1)</sup>
	<i>Plus</i>	<i>Plus</i>	
Volume Charge	\$1.85	\$3.68	Per 1,000 gallons <sup>(2)</sup>

(1) To be paid for each gallon of capacity required (either at build out or incrementally).

(2) To be charged for each 1,000 gallons of service actually provided.

### **COMPARISON OF APPROACHES**

In order to demonstrate the variance in potential impact of adopting one approach over another, a comparison was conducted in order to simulate such variance. The underlying assumptions reflected in the comparison provided in Table 8 below are as follows: (i) average daily service requirements of 128 gallons per capita; (ii) an occupancy rate 2.1 persons per dwelling; (iii) an average lot size of 0.5 acres per dwelling; (iv) a service territory of 3,000 acres; and (v) a max:avg. daily ratio of 1.5 for water service. These assumptions are based on conversations with the City of Daytona Beach pursuant to the ultimate level of service requirements anticipated for the CTLC Property upon build out.

**Table 8**  
**Comparison of Utility and Capacity Purchase Approaches**

<u>Line</u>	<u>Description</u>	<u>Utility Approach</u>	<u>Capacity Purchase Approach</u>
	Annual Level of Service <sup>(1)</sup>		
1	Water	588,672	588,672
2	Wastewater <sup>(2)</sup>	470,938	470,938
	Capacity Requirement <sup>(3)(4)</sup>		
3	Water	2,419,200	1,612,800
4	Wastewater	1,290,240	1,290,240
	Initial Payment		
5	Water	\$ 0	\$ 6,257,664
6	Wastewater	0	5,883,494
7	Total Initial Payment	\$ 0	\$ 12,141,158
		<i>Plus</i>	
	Return on Rate Base		
8	Water	\$ 193,536	\$ 0
9	Wastewater	296,755	0
	Uniform Volume Charge		
10	Water	1,089,043	1,089,043
11	Wastewater	1,733,050	1,733,050
12	Total Annual Charge	\$ 3,312,384	\$ 2,822,093

(1) Shown in thousands of gallons.

(2) Assumes billable wastewater is equal to 80% of billable water.

(3) Shown on average daily basis for Capacity Purchase Approach and wastewater (Utility Approach).

(4) Assumes maximum day requirement of 1.5x for water (Utility Approach).

Pursuant to previous discussions, both of the approaches utilized herein in the determination of equitable cost recovery mechanisms must be considered packages of advantages and disadvantages for both the City of Ormond Beach and the City of Daytona Beach. Most notably, the utility approach minimizes the initial impact on the City of Daytona Beach and provides the City of Ormond Beach with a perpetual income source in the form of a return on rate base, or investment in facilities. Conversely, the capacity purchase approach results in a significant required initial investment on the part of the City of Daytona Beach but a lower overall cost of service over time while providing for an opportunity for the City of Ormond Beach to quickly recover the investment made in facilities. It should be made clear that the proposal of alternative approaches is not intended to mean that the Cities should be bound to accept any one of these approaches. More specifically, the Cities are responsible for making certain value judgments on the relative merits of a cost recovery mechanism which cannot be entirely factored into a Report such as this.

**CONCLUSIONS AND RECOMMENDATIONS**

During the course of the analyses, it was concluded that sufficient information is available to facilitate the determination of a preliminary wholesale cost recovery mechanism pursuant to assumed functional and level of service requirements. As negotiations between the Cities with respect to the provision of wholesale water and wastewater service for the CTLC Property proceed, certain issues may arise which could greatly influence the cost recovery approach utilized. Regardless of the approach utilized, great care should be exercised in reviewing the individual cost components implicit in the selected cost recovery mechanism as the actual level of service characteristics and functional service requirements may vary over time. In this regard, Black & Veatch recommends that the Cities, in cooperation with each other and subsequent to the start of service, annually review the costs allocable to the City of Daytona Beach based on actual cost and level of service characteristics, including demand requirements (maximum day and peak hour).

Instrument# 2006-280519 # 30  
Book : 5949  
Page : 4171  
Diane H. Matousek  
Volusia County, Clerk of Court

**PRINCIPAL CONSIDERATIONS AND ASSUMPTIONS**

It has been necessary for certain assumptions to be made with respect to conditions that may occur in the future. While we believe these assumptions are reasonable for the purpose of the Report, they are essentially dependent upon future events and as such actual events may differ from those assumed. In addition, the development of assumptions and applicable projections relies upon certain information provided to us by others. While we believe these sources to be reliable, we have not independently verified the information and offer no assurances with respect thereto. To the extent that actual future conditions differ from those assumed herein or provided to us by others, the actual results will vary from those forecasted.

We appreciate the opportunity to be of service to the City of Ormond Beach and the City of Daytona Beach in this matter and will be happy to discuss the Report at your convenience.

Very truly yours,

**BLACK & VEATCH CORPORATION**

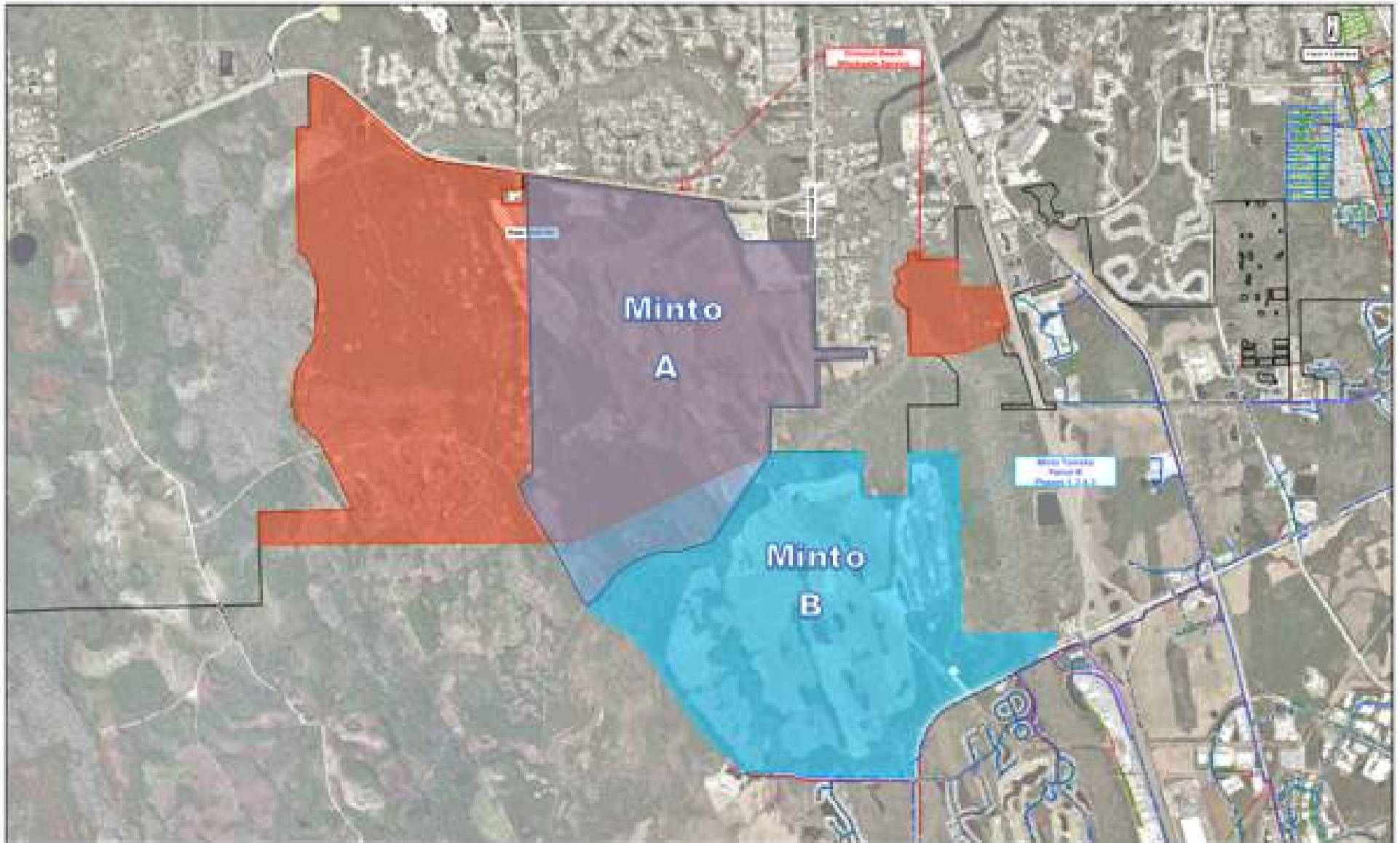


Jeffrey R. Annon



Ormond Beach Wholesale Service Area

Attachment E



**MINTO COMMUNITIES, LLC  
TOMOKA - PARCEL A  
Large Scale Comprehensive Plan  
Amendment**

**1. APPLICANT INFORMATION**

1.1 Applicant and Contract Purchaser Name and Address

Minto Communities, LLC  
4400 W. Sample Road, Ste. 200  
Coconut Creek, FL 33073

1.2 Primary Contact for Applicant and Contract Purchaser

Dennis Church, PLA  
Director of Planning, Landscape Architecture and Entitlement  
Minto Communities, LLC  
3606 Enterprise Ave, Ste. 211  
Naples, FL 34104  
Office: 239/896-1392  
Fax: 239/2604896  
DChurch@mintousa.com

1.3 Applicant and Contract Purchaser's Authorized Representatives

Robert A. Merrell III, Esquire  
Cobb Cole  
149 South Ridgewood Avenue, Ste. 700  
Daytona Beach, FL 32114  
Office: 386/323-9263  
Fax: 386/944-7955  
Robert.Merrell@CobbCole.com

Dwight DuRant, President  
Zev Cohen & Associates, Inc.  
300 Interchange Boulevard  
Ormond Beach, FL 32174  
Office: 386/677-2482  
Fax: 386/677-2505  
ddurant@zevcohen.com

1.4 Owner's Name and Address

Consolidated-Tomoka Land Co.  
John P. Albright  
1140 N. Williamson Blvd., Suite 140  
Daytona Beach, FL 32114

## 2. Property Information

### 2.1 Nature of Applicant's Interest

The Applicant, Minto Communities, LLC is requesting a Large Scale Comprehensive Plan Text Amendment to the Neighborhood V policies. The subject property described in Section 2.3 (the "Property") is currently located within the "Low Intensity Urban" Future Land Use (FLU) Classification which restricts the residential density to 1 dwelling unit per gross acre. The Property is located in Neighborhood V, though no Issues or Policies directly affect the Property. The Applicant seeks to amend the text of the Neighborhood V section of the Daytona Beach Comprehensive Plan in order to allow the development of 3,250 dwelling units on the Property as well as allow 200,000 square feet of commercial uses. The Applicant desires to create an active adult community development through a Planned Development Agreement General (PD-G) rezoning, which is being processed concurrently with this application.

The proposed text amendment will permit the development of 3,250 residential dwelling units and limit commercial development to 200,000 square feet. The proposed development may include commercial, retail, multi-family residential, single-family residential, recreational and other related uses permitted under the Low Intensity Urban FLU classification. This proposed text amendment will ensure that the active adult community development results in fewer trips on the roadway system serving the area surrounding the Property and that the maximum allowable peak hour water and sewer use will not exceed that currently permitted under the existing Future Land Use and Neighborhood V Policies.

### 2.2 Size of Property and Survey

The size of the Property is 1,614 +/- acres. See copy of Boundary Survey attached as **Exhibit "A"**.

### 2.3 Legal Description

See Legal Description attached to "**Exhibit A**" and copies of Property Appraiser Information Cards and Special Warranty Deed attached as **Exhibit "B"**.

### 2.4 Parcel Identification Numbers

4126-00-00-0020; 4127-00-00-0020; 4134-00-00-0010; 4135-00-00-0010;  
4136-00-00-0250; 4136-00-00-025A; 5101-00-00-0010; 5101-00-00-0020;  
5206-00-00-0020; and 5206-00-00-0030

### 2.5 General Location

The Property is generally located in the City of Daytona Beach, west of Interstate 95 and south of West Granada Boulevard/State Road 40. See vicinity map attached as **Exhibit "C"**.

## 2.6 Frontage

The Property has approximately 4,553+/- linear feet of frontage along West Granada Boulevard.

## 2.7 Access

Street access and vehicular circulation will be provided via public and/or private rights of way within the Property. The Property has frontage on West Granada Boulevard. Access to the project will be provided from West Granada Boulevard and from the extension of Tymber Creek Road.

## 2.8 Street Address

N/A

## 3. **Land Use Information**

### 3.1 Aerial Photography

See **Exhibit "D"**, attached.

### 3.2 Existing Development

The Property is currently undeveloped. The northernmost boundary of the Property abuts West Granada Boulevard and the eastern boundary abuts Riverbend Community Church. The remaining boundaries of the Property abut vacant land and the Minto Tomoka - Parcel B Planned Development to the south.

### 3.3 Future Land Use Map Designation

The current FLU designation is "Low Intensity Urban". See Existing Future Land Use Map attached as **Exhibit "E"**. There is no proposed change to the FLUM designation, only a Future Land Use Element Text Amendment as outlined in Section 3.5 herein.

### 3.4 Current Zoning

The current zoning designation is Volusia County A-2 "Rural Agricultural" and RC "Resource Corridor." See Existing Zoning Map attached as **Exhibit "F"**. Applicant submitted an application to rezone the Property to PD-G concurrently with this application, which is consistent with the City's Comprehensive Plan, as amended herein, and will bring the Property into City zoning consistent with the Comprehensive Plan requirements.

## 3.5 Future Land Use Element Text Amendment

On Property, the existing FLU designation (Low Intensity Urban) permits residential areas with densities not exceeding 1 dwelling unit per acre and nonresidential uses that do not exceed 25% of the gross acreage. The existing FLU designation applicable to the Property permit residential areas with an average net density of 4 dwelling units per acre.

The proposed Future Land Use Element Text Amendment for the Neighborhood V section of the Daytona Beach Comprehensive Plan will limit the number of units to be developed on the Property to 3,250. The text amendment will add Issue (p) to Neighborhood V. The text amendment will provide the flexibility necessary to develop the Property with an active adult community development while limiting the amount of commercial development on the Property. In order to limit the overall intensity of the active adult community development project, the text amendment will limit the amount of commercial development allowed on the Property to 200,000 square feet. These text provisions will ensure that the project results in fewer trips on the roadway system serving the area surrounding the Property and that the maximum allowable peak hour water and sewer use will not exceed that currently permitted under the existing Future Land Use and Neighborhood V Policies.

### Neighborhood V

(p) **Issue:** As identified by Policy 2.2.7 of the Future Land Use element, the 1,614+/- acre property lying South of West Granada Boulevard/State Road 40 and West of Interstate 95, as identified on Exhibit 1 attached to the application for DEV2017-132, is located within a designated urban area of the City. Development of this area shall achieve efficient use of land. The current density of one dwelling unit per gross acre is inconsistent with urban development patterns planned for this area.

(1) Policy: Residential development shall be permitted at up to a total of 3,250 dwelling units. Clustering or other low impact development techniques shall be used to protect high-quality environmental resources and preserve open space.

(2) Policy: Commercial uses shall not exceed a total of 200,000 square feet of gross floor area.

In addition to the above text amendment, an amendment to Issue (n) of Neighborhood V is also proposed, see the proposed amendment attached hereto as **Exhibit "L"**. This amendment will act to clarify the responsibility of property owners within the neighborhood, and those specifically subject to the provisions of Issue (n), as well as update the language consistent with Volusia County agreements and required infrastructure within the City. The text amendment will increase the density permitted on the Property consistent with the above proposed text amendment, will remove the requirements to construct Hand Avenue and Stagecoach Road consistent with existing County Agreement as recorded in Volusia County Records Book 7269, Page 2341, and adjust the threshold for construction of Tymber Creek Road consistent with the reality of development on the Property. However, discussions with the City, County, and associated stakeholders regarding Tymber Creek

Road, Stagecoach Road, Hand Avenue, and Tournament Drive. The LSCPA will be updated regarding the outcome of the discussions once a resolution has been reached. This text revision will ensure that development of the Property, and those subject to Issue (n), will occur in an orderly and efficient manner that adequately addresses infrastructure concerns and addresses the reality of development in the area.

## 4. CONSISTENCY AND COMPATIBILITY

### 4.1 Consistency with Plan Goals, Policies and Objectives of the Daytona Beach Comprehensive Plan

The proposed amendment is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This amendment will allow development with uses that are consistent and compatible with the surrounding area and will allow for uniform planning, development and management of the Property. The amendment will allow the Applicant to develop the Property to a lower intensity for commercial uses than what is currently allowed under the Comprehensive Plan which will reduce the external impacts of development. In addition to these factors, the amendment is also consistent with the following provisions of the Daytona Beach Comprehensive Plan:

#### Future Land Use Element

Goal 1: To achieve a future land use pattern that provides for sufficient supply of land to meet growth demands, ensures that land uses are located in a rational and efficient manner, and promotes economic development.

*Goal 1 of the Future Land Use Element is to locate land use activities in a rational and efficient manner. This parcel is located within close proximity of the I-95/West Granada Boulevard interchange. This is a major transportation node and an appropriate location for uses including the opportunity for retail, multi-family residential, single-family residential, model dwelling units, and recreational uses. This Amendment will ensure an efficient land use pattern through the location of these various uses in close proximity to this major transportation node where substantial investments have been made to the transportation infrastructure. Additionally, the parcel is adjacent to Minto – Tomoka Parcel B which is currently being developed as Latitude Margaritaville, and will become an extension of the same. Development of the parcel consistent with this Amendment will promote economic development in a rational manner.*

Policy 1.2.1 The Land Development Code shall be maintained in a manner that will cause future major traffic generators to be located in close proximity with thoroughfares, which have the capacity to carry the additional traffic generated by such developments. All future rezoning shall be consistent with this policy.

*The Amendment will locate the development within close proximity of I-95 and West Granada Boulevard, providing an adequate capacity to carry traffic to be generated by the new development. As discussed more particularly in Section 5 below, traffic impacts under the proposed "Neighborhood V" Policy will be less than the traffic impacts of the Property's entitlements under the existing "Neighborhood V" Policies.*

Policy 1.3.2 Through site plan and plat reviews, traffic generated from future commercial and industrial development shall be directed away from residential areas.

*The Amendment limits the amount of commercial development permitted on the Property. This commercial development will be located along West Granada Boulevard and will direct traffic away from the proposed and existing residential development in the area.*

Objective 1.5 Residential. The City shall maintain an adequate supply of residential land which will provide a wide range of housing opportunities.

*The Amendment is consistent with Objective 1.5 by providing a development with the opportunity for numerous uses, including multi-family residential and single-family residential uses. The Property is currently a vacant and underutilized area with no development. As noted above, the parcel will become an extension of the development occurring on Minto – Tomoka Parcel B, Latitude Margaritaville, and will provide a similar array of residential use. The multi-family and single-family housing contributes to the diversity of housing in Daytona Beach by offering a variety of housing options for residents.*

Policy 1.5.1 Ensure a surplus of available undeveloped residential land for both single family, multi-family housing opportunities by providing a variety of residential zoning districts on undeveloped property throughout the City.

*As explained above, the Amendment is consistent with Policy 1.5.1 by providing a development with the opportunity for numerous uses, including multi-family residential and single-family residential uses. The Property is currently a vacant and underutilized area with no development, but will become an extension of the Minto – Tomoka Parcel B, Latitude Margaritaville, residential development. The proposed development of multi-family and single-family housing contributes to the diversity of housing in Daytona Beach by offering a variety of housing options for residents.*

Policy 2.2.7 Development west of I-95 shall be primarily Planned Developments, which achieve the following benefits:

- Efficient use of land
- Greater protection of natural resources
- Reduced infrastructure costs and corresponding savings to the consumer
- Attractive and compatible design

*Policy 2.2.7 of the Future Land Use Element seeks to minimize urban sprawl by limiting the creation of new remote areas of urban development or uses, which fail to maximize the use of existing public facilities. The proposed Amendment conforms to this policy statement and would promote its implementation by locating a mixture of uses, including the opportunity for retail, multi-family residential, single-family residential, model dwelling units, recreational uses in an area that is well suited to support these uses. The proposed Amendment ensures the efficient use of land and greater protection of natural resources by promoting clustering of development to preserve wetlands. The proposed Amendment will result in reduced infrastructure costs and corresponding savings to the consumer by locating an active adult community and commercial development in an area where public infrastructure and services are reasonably accessible, thereby promoting the efficient and cost-effective provision of such infrastructure and services. Furthermore, the proposed Amendment will provide the opportunity for an active adult community and commercial development with an attractive and compatible design.*

Objective 2.3 Infrastructure. Adequate public water, sewer and drainage shall be provided for 100 percent of new developments; existing infrastructure deficiencies will be corrected to the extent that is financially feasible.

*The proposed Amendment will allow a new development with opportunities for uses including retail, multi-family residential, single-family residential, model dwelling units, and recreational uses. The new development will include adequate public water, sewer and drainage as further described in Section 5, below.*

Policy 2.3.5 All requests for development shall be reviewed to ensure that the potential impact of the proposed development does not degrade water supply capacity and public facility capacity, and that the appropriate department and/or provider is notified. A building permit or development order shall not be granted if adequate capacity is not available.

*The proposed Amendment is consistent with Policy 2.3.5 as more particularly described in Section 5, below. The potential impact of the proposed development will not degrade water supply capacity and public facility capacity.*

Objective 2.5 Landscaping and Scenic Beautification. Beautify major thoroughfares and entranceways to the City through a variety of aesthetic treatments including landscaping of medians, rights-of-way, parkages, gateways and other areas along the street.

*The proposed Amendment meets Objective 2.5 by allowing a new development with substantial landscaping along SR 40, a major thoroughfare, and the Tymber Creek Road extension. The development will beautify the portion of the Property with frontage along SR 40 and the Tymber Creek Road extension, which is currently vacant and unattractive.*



## Transportation Element (Traffic Section)

Policy 1.5.1 Monitor Volusia County's program establishing county road projects to encourage that projects needed to correct existing deficiencies, transit improvements, Transportation Demand Management (TDM) strategies, and Transportation System Management (TSM) strategies will be considered to have higher priority than new roadway projects, except where road projects are constructed and dedicated by private development efforts.

*This Amendment will allow the opportunity for an active adult community and commercial development that will be an extension of the Minto – Tomoka Parcel B, Latitude Margaritaville, being developed to the south. As part of the proposed development, the Applicant will construct a significant portion of the Tymber Creek Road extension. The Tymber Creek Road extension is listed as a project in the River to Sea Transportation Planning Organization's Year 2040 Long Range Transportation Plan. Thus, the proposed Amendment will result in substantial construction of a major county thoroughfare extension project, consistent with Policy 1.5.1.*

Objective 1.7 Future Land Use Controls: Maintain a land use pattern that supports and is compatible with the function of the roadway system that is designed to serve it. Higher trip generators are to be located adjacent to and at the intersections of arterial roadways with lower trip generators located adjacent to collector and local streets.

*The Amendment is consistent with Objective 1.7, as more particularly described in Section 5 below and will locate the proposed uses in a manner compatible with the function of the roadway system designed to serve them.*

Policy 1.8.4 In the review of new developments, the City shall give particular attention:

- Use of curved streets and traffic calming
- Discouragement of single family residential lots fronting on collector or arterial streets
- Requiring adequate buffering between residential uses and major roadways

*The proposed Amendment is consistent with Policy 1.8.4 by providing a development with opportunities for single-family and multi-family residential uses which are on lots that do not front collector or arterial streets. Additionally, the development will have significant buffering between the residential uses and major roadways, such as SR 40 and the Tymber Creek Road extension. The residential uses in the development will be set back from SR 40 and the Tymber Creek Road extension and will be buffered by landscaping and commercial uses. Therefore, the Amendment is consistent with Policy 1.8.4.*

## Housing Element

Objective 1.1 New Construction: Assist the private sector in providing the necessary additional housing units to support the planning horizon population projection.

*Objective 1.1 seeks to ensure adequate housing exists to accommodate the projected increase in the Daytona Beach population in connection with the Minto – Tomoka Parcel B, Latitude Margaritaville, being developed to the south. The Amendment conforms to this objective by allowing the construction of a development with a variety of uses, including multi-family residential and single-family residential uses.*

Policy 1.1.1. Utilize the Future Land Use Map and zoning map to assure a continued supply of vacant, underutilized or redevelopable land designated for a diversity of housing types, including single-family, multi-family and manufactured housing.

*The Amendment is consistent with Policy 1.1.1 by providing a development with the opportunity for numerous uses, including multi-family residential and single-family residential uses. The Property is currently a vacant and underutilized area with no development. The multi-family and single-family housing contributes to the diversity of housing in Daytona Beach by offering a variety of housing options for residents.*

## Recreation and Open Space Element

Goal 1 To provide an open space, parks and recreation system that meets the needs of the residents of Daytona Beach.

*The proposed Amendment will create a development that includes open space areas, parks and recreation including the opportunity for walking trails, passive parks, sports fields and courts, and boardwalks. Therefore, the proposed Amendment will allow a new development that provides open space, parks and recreation for the residents of the new development.*

Policy 1.1.1 The Parks System shall provide a level-of-service of 3.5 acres per 1,000 permanent residents and actively pursue park development.

*As explained above, the proposed Amendment will create a development that includes open space areas, parks and recreation including the opportunity for walking trails, passive parks, sports fields and courts, and boardwalks. The Planned Master Development rezoning being processed concurrently with this proposed Amendment includes approximately 2.24 acres of parks, a 26 +/- acre amenity center and approximately 14.5 miles of potential trail connections throughout the proposed active adult community development. Therefore, the proposed Amendment will allow a new development that provides open space, parks and recreation for the residents of the new development.*

## Public Schools Facilities Element

Policy 2.3.3 The following residential development shall be considered exempt from the school concurrency requirements:

1. Single-family lots of record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency, is considered or is exempt from concurrency under the City concurrency regulations is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School District.
3. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing and religious non-youth facilities.

*The Amendment is consistent with Policy 2.3.3 by providing a new development with opportunities for multi-family and single-family residential uses that is age restricted, similar to the Minto – Tomoka Parcel B, Latitude Margaritaville, of which this development will be an extension. The development will be subject to deed restrictions, which are recorded and irrevocable for a period of thirty years, prohibiting permanent occupancy by a resident under the age of fifty-five. Therefore, the development is considered exempt from school concurrency requirements.*

### 4.2 Consistency with the Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl if they incorporate a development pattern or urban form that achieves four or more of the following:

- (I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

**Response:** The proposed amendment will allow an active adult community development. The development will direct economic growth and the associated land development to an area that will complement the existing residential developments in the vicinity of the Property, thereby minimizing adverse impacts to natural resources and ecosystems.

- (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

**Response:** The Property is located in an area where public infrastructure and services are reasonably accessible, thereby promoting the efficient and cost-effective provision of such infrastructure and services.

- (III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

**Response:** The proposed amendment will allow an active adult community development on the Property. The development will provide a range of housing choices and alternative transportation opportunities such as golf cart pathways and walking trails, creating a connected community for active adults to enjoy without dependency on a car.

- (IV) Promotes conservation of water and energy.

**Response.** The proximity of the Property to existing development will provide for an efficient integration of infrastructure and services to the new mixed use development that will require less water and energy than developments in wholly undeveloped areas.

- (V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

**Response:** N/A

- (VI) Preserves open space and natural lands and provides for public open space and recreation needs.

**Response:** The proposed amendment will allow an active adult community development on the Property. The development will incorporate public open spaces and recreation needs in a manner that complements both the existing nearby residential uses and future shopping, dining, residential, and other facilities.

- (VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

**Response:** The development of the Property will direct economic growth to an area that will complement the existing residential neighborhoods and commercial developments in the

vicinity of the Property, thereby promoting a comprehensive mix of nonresidential uses for existing residential uses and future residential and nonresidential development. This will further lead to additional job growth in the area.

- (VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

**Response:** N/A

The proposed amendment promotes a development pattern and urban form that achieves six of the preceding eight general policies. Accordingly, the proposed amendment exceeds the urban sprawl standards set forth in Section 163.3177(6)(a)(9)(b), Florida Statutes.

#### 4.3 Land Use Compatibility Analysis

The proposed amendment seeks to create and amend certain issues and policies within Neighborhood V of the FLU Element of the Comprehensive Plan. The proposed amendment will not negatively alter the character that exists in the area at the present time. The amendment is intended to allow for improved planning and coordination for development of the Property. The primary uses of the Property will be consistent with the existing uses in the surrounding area, including but not limited to: retail, multi-family residential, single-family residential and recreational uses.

The uses contemplated by this amendment and permitted through the rezoning of the Property to PD-G are consistent with the existing mix of development along LPGA Boulevard, I-95, and SR 40 in the vicinity of the Property. As noted in Section 3.6 above and further detailed in Section 5 below, the proposed amendment allows the development of the Property in a manner consistent with the Comprehensive Plan. As the amendment will not change the existing FLU on the Property, the amendment is consistent with the existing FLU. For an overview of the existing FLU, please refer to the existing FLU map attached as **Exhibit "E."**

### 5. **Concurrency Analysis**

#### 5.1 Traffic Data and Analysis

The data and analysis is based on the trip generation results of the existing versus the proposed FLU Text Amendments and the provision in the Florida Department of Transportation's procedures that state that no analysis is required of the impacts of the proposed text amendment if its traffic generation is less than that of the existing FLU Neighborhood V Policies. The attached table included in **Exhibit "H"** indicates that the proposed FAR and densities for the proposed text amendment result in land uses that generate traffic volumes that are less than the existing FLU Neighborhood V Policies. The trip generation equations and rates are based on the Institute of Transportation Engineers Trip Generation report, 9<sup>th</sup> Edition.

## 5.1.1 Trip Generation for the Current FLU

The trip generation for the current land uses are provided in the attached table included in **Exhibit "H"**. Using the adopted FARs and densities, the gross external p.m. peak-hour trip generation is 15,632.

## 5.1.2 Trip Generation for the Proposed FLU Text Amendment

The trip generation for the proposed text amendment land uses are provided in the attached table included in **Exhibit "H"**. The net new external trip generation is 1,381 p.m. peak-hour trips.

## 5.1.3 Change in Trip Generation

As indicated in the attached table included in **Exhibit "H"**, the trip generation of the proposed text amendment is 14,251 p.m. peak-hour trips less than the trip generation of the existing FLU.

## 5.1.4 Trip Distribution

This work product is not required as the trip generation of the proposed text amendment is less than the trip Generation of the existing FLU Neighborhood V Policies.

## 5.1.5 Impacts on the 5 Year Level of Service (LOS)

This work product is not required as the trip generation of the proposed text amendment is less than the trip Generation of the existing FLU Neighborhood V Policies.

## 5.1.6 Impacts on 2025 Level of Service (LOS)

This work product is not required as the trip generation of the proposed text amendment is less than the trip Generation of the existing FLU Neighborhood V Policies.

## 5.2 Sanitary Sewer Data and Analysis – Daytona Beach

### 5.2.1 Sewer Facilities

The City of Daytona Beach Waste Water Treatment Plant that will accommodate the waste from this project is located at 3651 LPGA Boulevard. This plant has a capacity of 15 MGD. The current maximum monthly average annual daily flow is 8.8 MGD with 2 MGD of outstanding flow commitments.

### 5.2.2 Sanitary Sewer Demand from the Current FLU

The current sanitary sewer demand is calculated as follows using the State of Florida Department of Health and Rehabilitative Services Chapter 10D-6 of the Florida Administrative

Code, Florida Administrative Code, Chapter 64E-6.008 and the City of Daytona Beach recommended standards.

Table 5.2.2 - Current FLU Sanitary Sewer Demand  
EXISTING USES

Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	1,210	SFR	150 GPD <sup>(1)</sup>	181,500 GPD	544,500 GPD
Non-residential	403.5	8,788.23 KSF	NA	Office	15 GPD <sup>(2)</sup>	1,318,235 GPD	3,954,705 GPD
Max Total						1,499,735 GPD	4,499,205 GPD

(1) Flow estimate per adopted CODB LOS.

(2) Per 100 SF per F.A.C. 64E-6.008

### 5.2.3 Sanitary Sewer Demand from the Proposed FLU Text Amendment

Table 5.2.3A - Proposed FLU Sanitary Sewer Demand  
PROPOSED USES

Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	3,250	SFR	150 GPD <sup>(1)</sup>	487,500 GPD	1,462,500 GPD
Non-residential	403.5	200 KSF	NA	Office	15 GPD <sup>(2)</sup>	30,000 GPD	90,000 GPD
Max Total						517, 500 GPD	1,552,500 GPD

(1) Flow estimate per adopted CODB LOS.

(2) Per 100 SF per F.A.C. 64E-6.008

### 5.2.4 Change in Sanitary Sewer Usage

The proposed FLUM decreases the possible peak sewer requirements of the site by approximately 2.94 MGD.

### 5.2.5 Impacts on LOS

Combining the current flow to the plant of 8.3 MGD with the proposed maximum peak rate of 1.6 MGD results in a total of 9.9 MGD of flow to the plant. The available capacity of the plant is 15.0 MGD, with outstanding flow commitments of 2 MGD, therefore the plant has an excess of 3.1 MGD in the estimated daily peak flow maximum. Therefore, there will be no significant impact to the current level of service.

## 5.3 Potable Water Data and Analysis – Daytona Beach

### 5.3.1 Potable Water Facilities

The City of Daytona Beach’s Water Treatment Plant is located at 3651 LPGA Boulevard. The capacity of the plant is 15 MGD. The current maximum monthly average daily flow is 8.8 MGD with 3 MGD of outstanding flow commitments.

### 5.3.2 Potable Water Demand from the Current FLUM Designation

The current potable water demand is calculated as follows using the State of Florida Department of Health and Rehabilitative Services Chapter 10D-6 of the Florida Administrative Code, Florida Administrative Code, Chapter 64E-6.008 and the City of Daytona Beach recommended standards.

Table 5.3.2 - Current FLU Potable Water Demand  
EXISTING USES

Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	1,210	SFR	150 GPD <sup>(1)</sup>	181,500 GPD	544,500 GPD
Non-residential	403.5	8,788.23 KSF	NA	Office	15 GPD <sup>(2)</sup>	1,318,235 GPD	3,954,705 GPD
						1,499,735 GPD	4,499,205 GPD
Max Total							

(1) Flow estimate per adopted CODB LOS.

(2) Per 100 SF per F.A.C. 64E-6.008

### 5.3.3 Potable Water Demand from the Proposed FLU Text Amendment

Table 5.3.3A - Proposed FLUM Potable Water Demand

PROPOSED USES							
Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	3,250	SFR	150 GPD <sup>(1)</sup>	487,500 GPD	1,462,500 GPD
Non-residential	403.5	200 KSF	NA	Office	15 GPD <sup>(2)</sup>	30,000 GPD	90,000 GPD
						517,500 GPD	1,552,500 GPD
Max Total							

(1) Flow estimate per adopted CODB LOS.

(2) Per 100 SF per F.A.C. 64E-6.008



### 5.3.4 Change in Potable Water Usage

The proposed FLU decreases the possible peak potable water requirements of the site by approximately 2.9 MGD.

### 5.3.5 Impacts on LOS

Combining the current flow to the plant of 8.8 MGD with the proposed maximum peak rate of 1.6 MGD results in a total of 15.8 MGD of flow to the plant. The available capacity of the plant is 15 MGD, with outstanding flow commitments of 3 MGD, therefore, the plant has an excess of 5.2 MGD in the estimated daily peak flow maximum. Therefore, there will be no significant impact to the current level of service.

## 5.4 Sanitary Sewer Data and Analysis – Ormond Beach

### 5.4.1 Sewer Facilities

The City of Ormond Beach Waste Water Treatment Plant has a total rated capacity of 8 MGD. The most recent annual period average daily flow to the facility is 4.3 MGD with 1.6 MGD of outstanding flow commitments.

### 5.4.2 Sanitary Sewer Demand from the Current FLU

The current sanitary sewer demand is calculated using the State of Florida Department of Health and Rehabilitative Services Chapter 10D-6 of the Florida Administrative Code, Florida Administrative Code, Chapter 64E-6.008 and the City of Ormond Beach adopted standards.

Table 5.4.2A - Current FLU Sanitary Sewer Demand  
EXISTING USES

Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	823 <sup>(1)</sup>	SFR	281 GPD <sup>(2)</sup>	231,263 GPD	693,789 GPD
Non-residential	403.5	8,788.23 KSF	NA	Office	15 GPD <sup>(3)</sup>	1,318,235 GPD	3,954,705 GPD
<b>Max Total</b>						<b>1,549,498 GPD</b>	<b>4,648,494 GPD</b>

(1) Number of Units assumed to be built in the Ormond Beach Service Area- 68% of total.

(2) Flow estimate per adopted LOS from CIE 2017 Update City of Ormond Beach.

(3) Flow estimate per 100 SF from F.A.C. 64E-6.008

### 5.4.3 Sanitary Sewer Demand from the Proposed FLU Text Amendment

Table 5.4.3A- Proposed FLU Sanitary Sewer Demand

PROPOSED USES							
Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	2,218 <sup>(1)</sup>	SFR	281 GPD <sup>(2)</sup>	623,258 GPD	1,869,774 GPD
Non-residential	403.5	200 KSF	NA	Office	15 GPD <sup>(3)</sup>	30,000 GPD	90,000 GPD
<b>Max Total</b>						653,258 GPD	1,959,774 GPD

(1) Number of Units of the total 3,250 that are proposed to be built in the Ormond Beach Service Area.

(2) Flow estimate per adopted LOS from CIE 2017 Update City of Ormond Beach.

(3) Flow estimate per 100 SF from F.A.C. 64E-6.008

### 5.4.5 Change in Sanitary Sewer Usage

The proposed FLUM decreases the possible peak sewer requirements of the site by approximately 2.7 MGD.

### 5.4.5 Impacts on LOS

Combining the current flow to the plant of 4.3 MGD with the proposed maximum peak rate of 1.9 MGD results in a total of 6.2 MGD of flow to the plant. The available capacity of the plant is 8.0 MGD, with outstanding flow commitments of 1.6 MGD, therefore the plant has an excess capacity of 0.2 MGD with the estimated daily peak flow maximum. Therefore, current adopted level of service will not be degraded.

### 5.5. Potable Water Data and Analysis - Ormond Beach

#### 5.5.1 Potable Water Facilities

The City of Ormond Beach's Water Treatment Plant has a capacity of 12 MGD. The current maximum monthly average daily flow is 5.53 MGD with 2.1 MGD of outstanding flow commitments.

#### 5.5.2 Potable Water Demand from the Current FLUM Designation

The current potable water demand is calculated as follows using the State of Florida Department of Health and Rehabilitative Services Chapter 10D-6 of the Florida Administrative

Code, Florida Administrative Code, Chapter 64E-6.008 and the City of Ormond Beach adopted standards.

Table 5.5.2.A - Current FLU Potable Water Demand

EXISTING USES							
Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	823 <sup>(1)</sup>	SFR	243 GPD <sup>(2)</sup>	199,989 GPD	599,967 GPD
Non-residential	403.5	8,788.23 KSF	NA	Office	15 GPD <sup>(3)</sup>	1,318,235 GPD	3,954,705 GPD
<b>Max Total</b>						<b>1,518,224 GPD</b>	<b>4,554,672 GPD</b>

- (1) Number of units assumed to be built in the Ormond Beach Service Area- 68% of total.
- (2) Adopted LOS per capita from CIE 2017 Update City of Ormond Beach LOS per capita x avg. household size (110 GPD x 2.21 average household size) = 1 ERU.
- (3) Per 100 SF per F.A.C. 64E-6.008

### 5.5.3 Potable Water Demand from the Proposed FLU Text Amendment

Table 5.5.3.A - Proposed FLUM Potable Water Demand

PROPOSED USES							
Land Use	Area (ac)	Allowable Bld. Area	Allowable Units	Type of Use	Per Capita Flow (gal/day)	Average Daily Flow (gal/day)	Peak Daily Flow (gal/day) (Average x 3)
Residential	1,210	NA	2,218 <sup>(1)</sup>	SFR	243 GPD <sup>(2)</sup>	538,974 GPD	1,616,922 GPD
Non-residential	403.5	200 KSF	NA	Office	15 GPD <sup>(3)</sup>	30,000 GPD	90,000 GPD
<b>Max Total</b>						<b>568,974 GPD</b>	<b>1,552,500 GPD</b>

- (1) Number of Units of the total 3,250 that are proposed to be built in the Ormond Beach Service Area.
- (2) Adopted LOS per capita from CIE 2017 Update City of Ormond Beach LOS per capita x avg. household size (110 GPD x 2.21 average household size) = 1 ERU.
- (3) Per 100 SF per F.A.C. 64E-6.008

### 5.5.4 Change in Potable Water Usage

The proposed FLU decreases the possible peak potable water requirements of the site by approximately 3.0 MGD.

## 5.5.5 Impacts on LOS

Combining the current potable water demand of 5.53 MGD with the proposed maximum peak demand rate of 1.6 MGD results in a total of 7.1 MGD of potable water flow from the plant. The available capacity of the plant is 12 MGD, with outstanding flow commitments of 2.1 MGD, therefore, the plant has an excess capacity of 2.8 MGD with the estimated daily peak flow maximum. Therefore, current adopted level of service will not be degraded.

## 5.6 Stormwater Data and Analysis

The property is currently a mixture of pasture land and woods with areas of wetlands located throughout. The property abuts the Tymber Creek Road and vacant land on the east, Tomoka B to the south, Tomoka Parcel F to the west, and SR 40 to its north. The surface drainage typically flows from south and west to north and east, towards the Tomoka River. Once entering the River, it flows to the ultimate outfall, the Halifax River.

The proposed development will mainly consist of residential units with a smaller area designated for commercial uses. Existing drainage patterns will be maintained and all calculations will comply with the current rules specified by the St. Johns River Water Management District and the City of Daytona Beach. The project will attenuate and treat the storm water for the mean annual and 25-year/24-hour rain event and be developed in accordance with Local, State, and Federal rules and regulations.

## 5.7 Solid Waste Data and Analysis

The nearest solid waste landfill Volusia County's Tomoka Farms Road Landfill. will not reach capacity until the year 2025. The proposed FLU designation and development will not adversely affect the capacity of the landfill.

## 5.8 Wellfield Protection Zones

The Property does not lie within any Wellfield Protection Zones.

## 5.9 Reclaimed Water

Reclaimed water is available adjacent to the subject site.

## 6. **Environmental Analysis**

### 6.1 Surface Water and Wetlands

**See attached exhibit depicting the limits of surface waters and wetlands.**

### 6.2 Vegetative Cover

**Please see the attached exhibit identifying the Vegetative Cover types based on the Florida Land Use and Cover Forms Classification System.**

## 6.3 Flood Zone

Please see attached flood zone map.

## 6.4 Listed Animal and Plant Species

**Wildlife: BTC has conducted numerous wildlife surveys across the proposed development site. The results of these studies has identified the presence of gopher tortoises. Gopher tortoises will be relocated as necessary through the Florida Fish and Wildlife Conservation Commission. Please see the attached exhibit depicting the location of protected wildlife.**

**Plants: No plant species “listed” by federal agencies were identified on the subject site during the assessments conducted. However, one (1) species was identified that is listed as “commercially exploited” by the Florida Department of Agriculture and Consumer Services (FDACS). The harvesting of this species, cinnamon fern (*Osmunda cinnamomea*), for commercial gain, is not permitted. However, the listing of this species poses no restrictions towards the development of the subject property.**

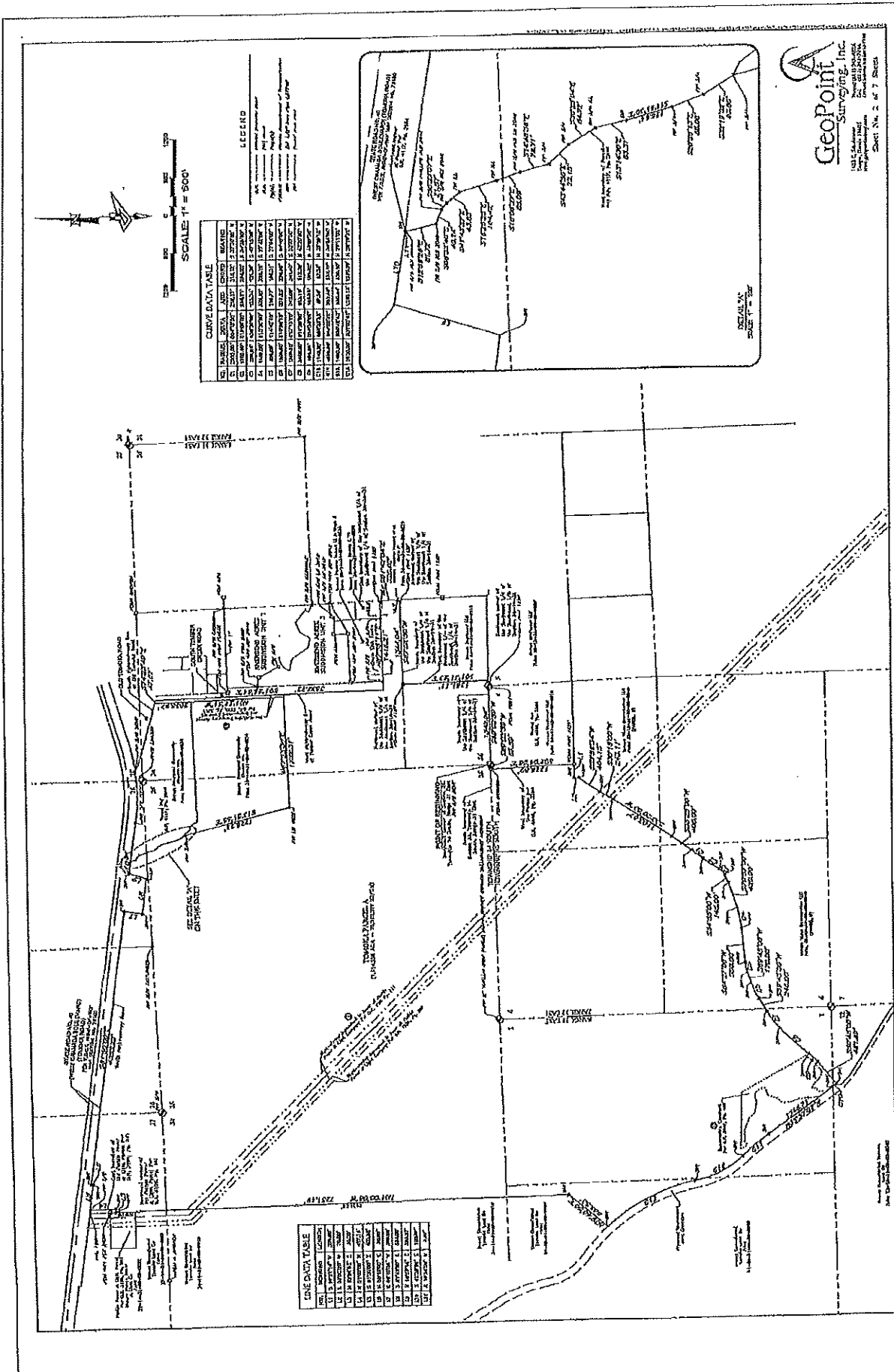
## 7. **Conclusion**

The proposed amendment is consistent with the City of Daytona Comprehensive Plan as detailed herein. The amendment will permit the efficient integration of planning and management of the Property. The proposed amendment will ensure that the subsequent rezoning of the Property will not include any inconsistent uses with those currently anticipated throughout this area. The amendment will allow an active adult community development in an appropriate location where it will be consistent with surrounding uses. Furthermore, the text amendment will limit the amount of development on the Property to guarantee the active adult community development does not increase the number of trips on the surroundings roads or increase the demand for water and sewer services. Additionally, the concurrent rezoning of the Property to PD-G will result in a change from Volusia County zoning to City zoning on the Property, consistent with the Comprehensive Plan.

**EXHIBIT "A"**

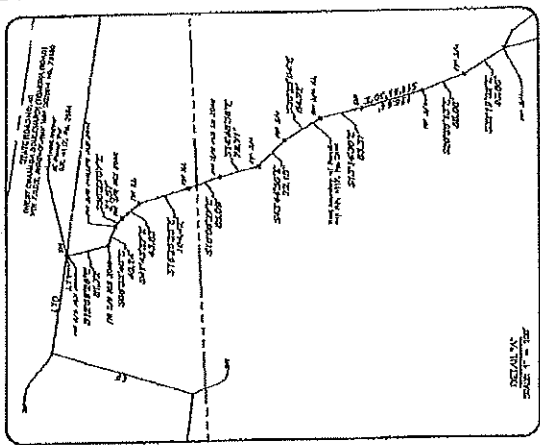
**BOUNDARY SURVEY/LEGAL DESCRIPTION**





**CURVE DATA TABLE**

NO.	BEARING	CHORD	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1	N 0° 0' 0" E	100.00	S 90° 0' 0" W	100.00	0° 0' 0"	100.00
2	N 10° 0' 0" E	98.48	S 80° 0' 0" W	98.48	10° 0' 0"	98.48
3	N 20° 0' 0" E	96.96	S 70° 0' 0" W	96.96	20° 0' 0"	96.96
4	N 30° 0' 0" E	95.44	S 60° 0' 0" W	95.44	30° 0' 0"	95.44
5	N 40° 0' 0" E	93.92	S 50° 0' 0" W	93.92	40° 0' 0"	93.92
6	N 50° 0' 0" E	92.40	S 40° 0' 0" W	92.40	50° 0' 0"	92.40
7	N 60° 0' 0" E	90.88	S 30° 0' 0" W	90.88	60° 0' 0"	90.88
8	N 70° 0' 0" E	89.36	S 20° 0' 0" W	89.36	70° 0' 0"	89.36
9	N 80° 0' 0" E	87.84	S 10° 0' 0" W	87.84	80° 0' 0"	87.84
10	N 90° 0' 0" E	86.32	S 0° 0' 0" W	86.32	90° 0' 0"	86.32

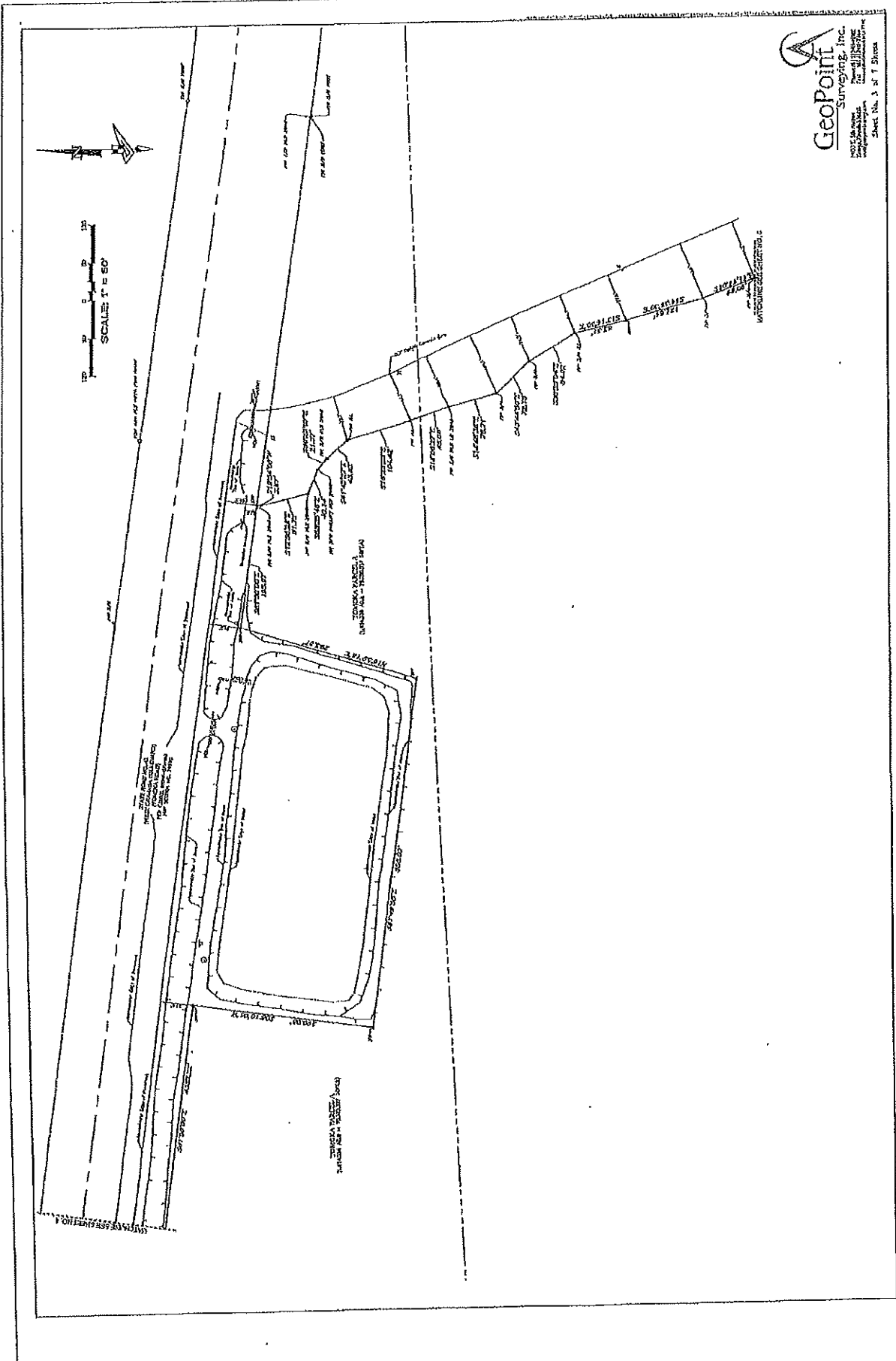


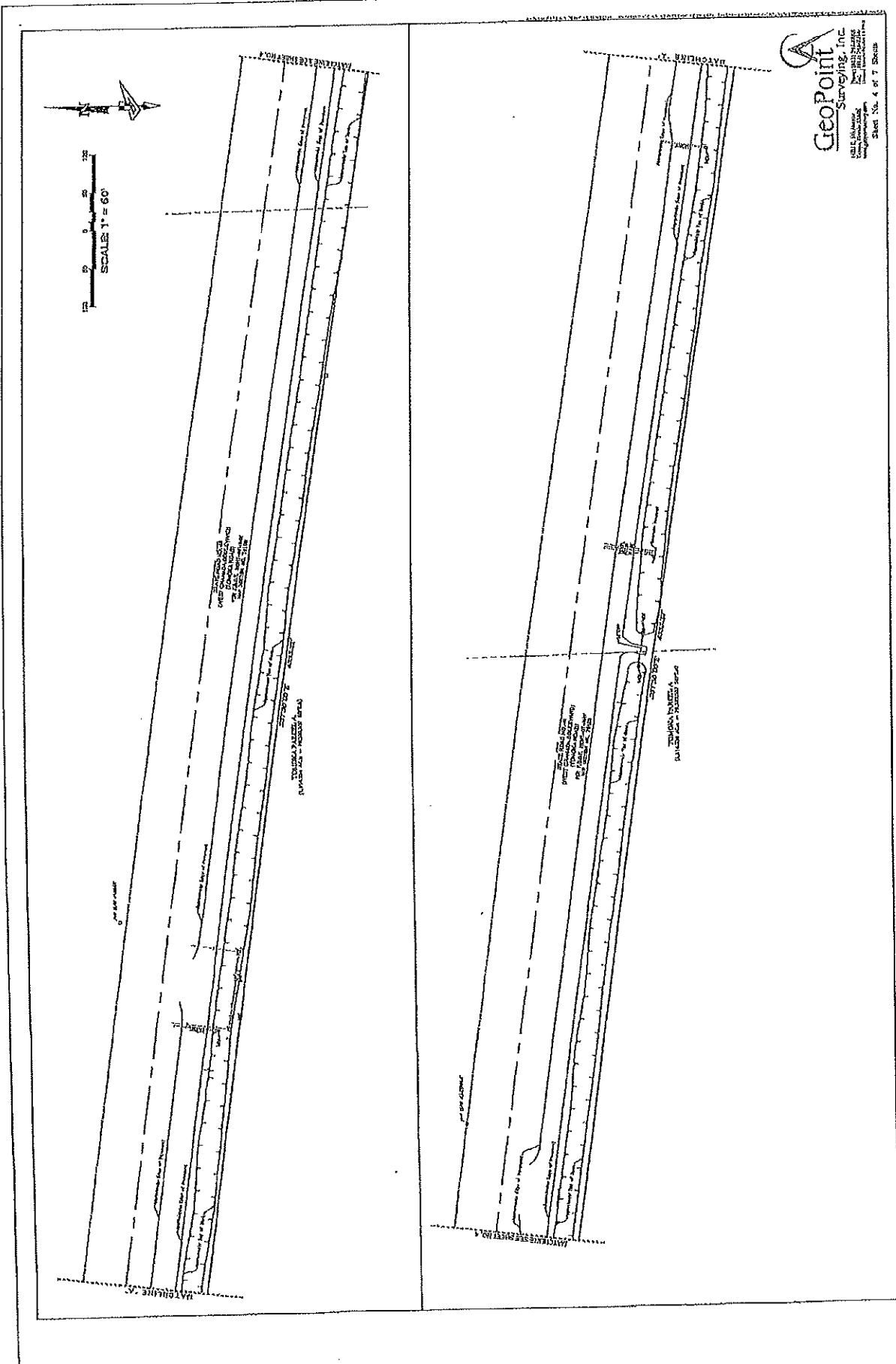
**GeoPoint**  
Surveying, Inc.  
1015 S. ...  
...  
Sheet No. 2 of 7 Sheets

**LINE DATA TABLE**

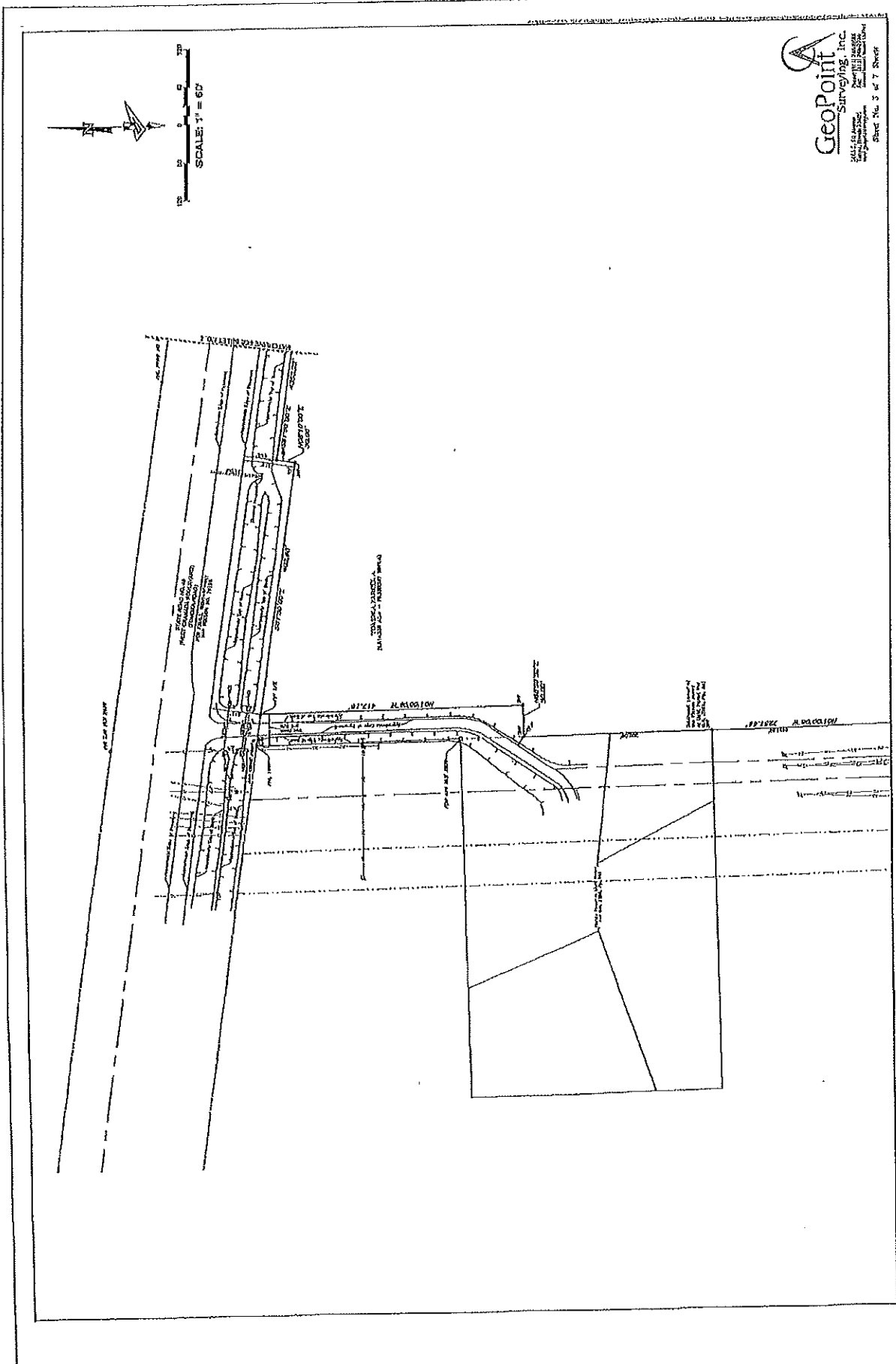
NO.	BEARING	DISTANCE
1	N 0° 0' 0" E	100.00
2	N 10° 0' 0" E	98.48
3	N 20° 0' 0" E	96.96
4	N 30° 0' 0" E	95.44
5	N 40° 0' 0" E	93.92
6	N 50° 0' 0" E	92.40
7	N 60° 0' 0" E	90.88
8	N 70° 0' 0" E	89.36
9	N 80° 0' 0" E	87.84
10	N 90° 0' 0" E	86.32







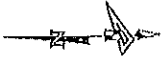

**GeoPoint**  
 Surveying, Inc.  
 1815 E. 10th Street  
 Suite 100  
 Anchorage, Alaska 99515  
 Phone: (907) 562-1111  
 Fax: (907) 562-1112  
 Email: info@geopoint-surveying.com  
 Sheet No. 4 of 7 Sheets

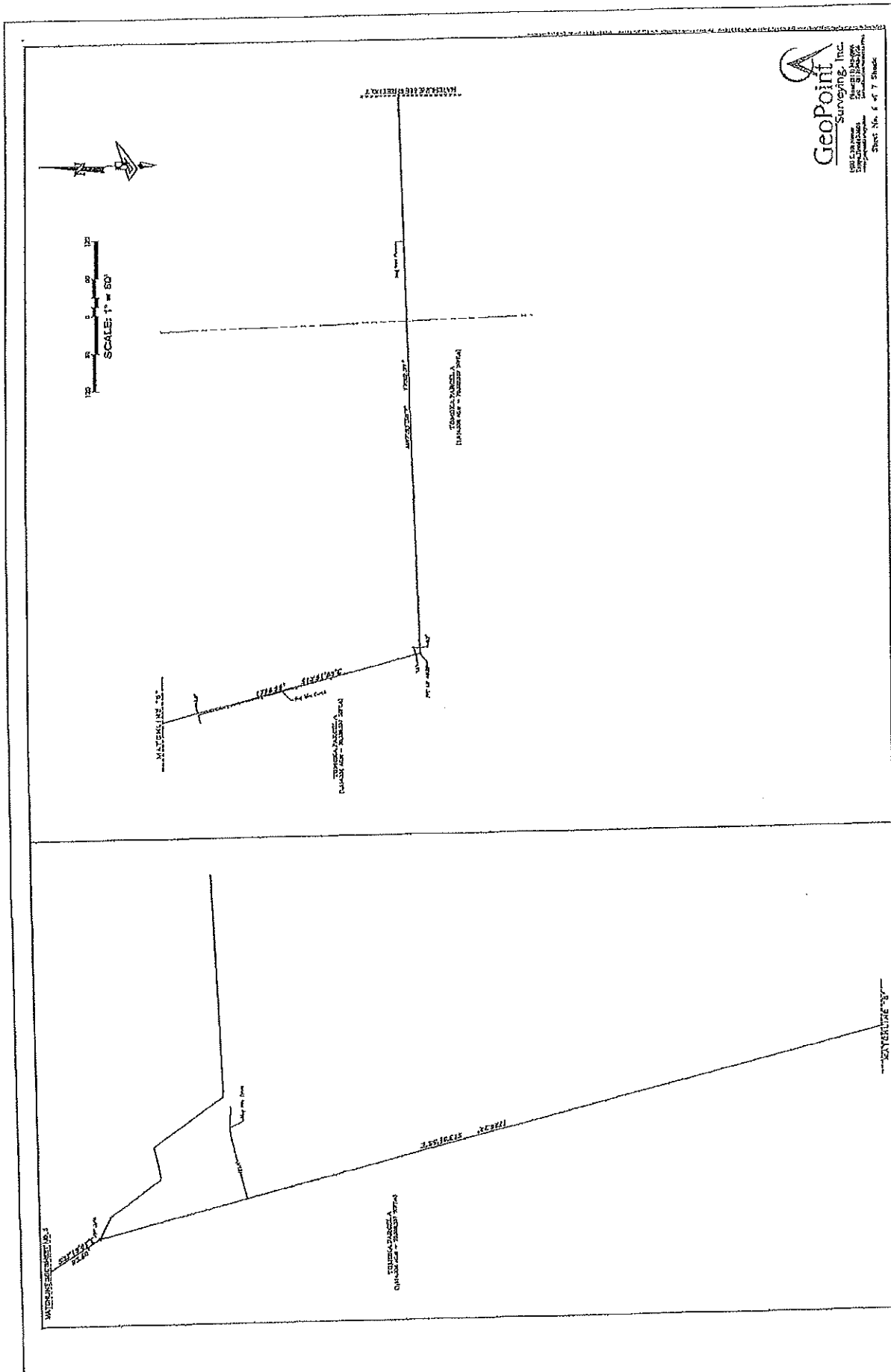


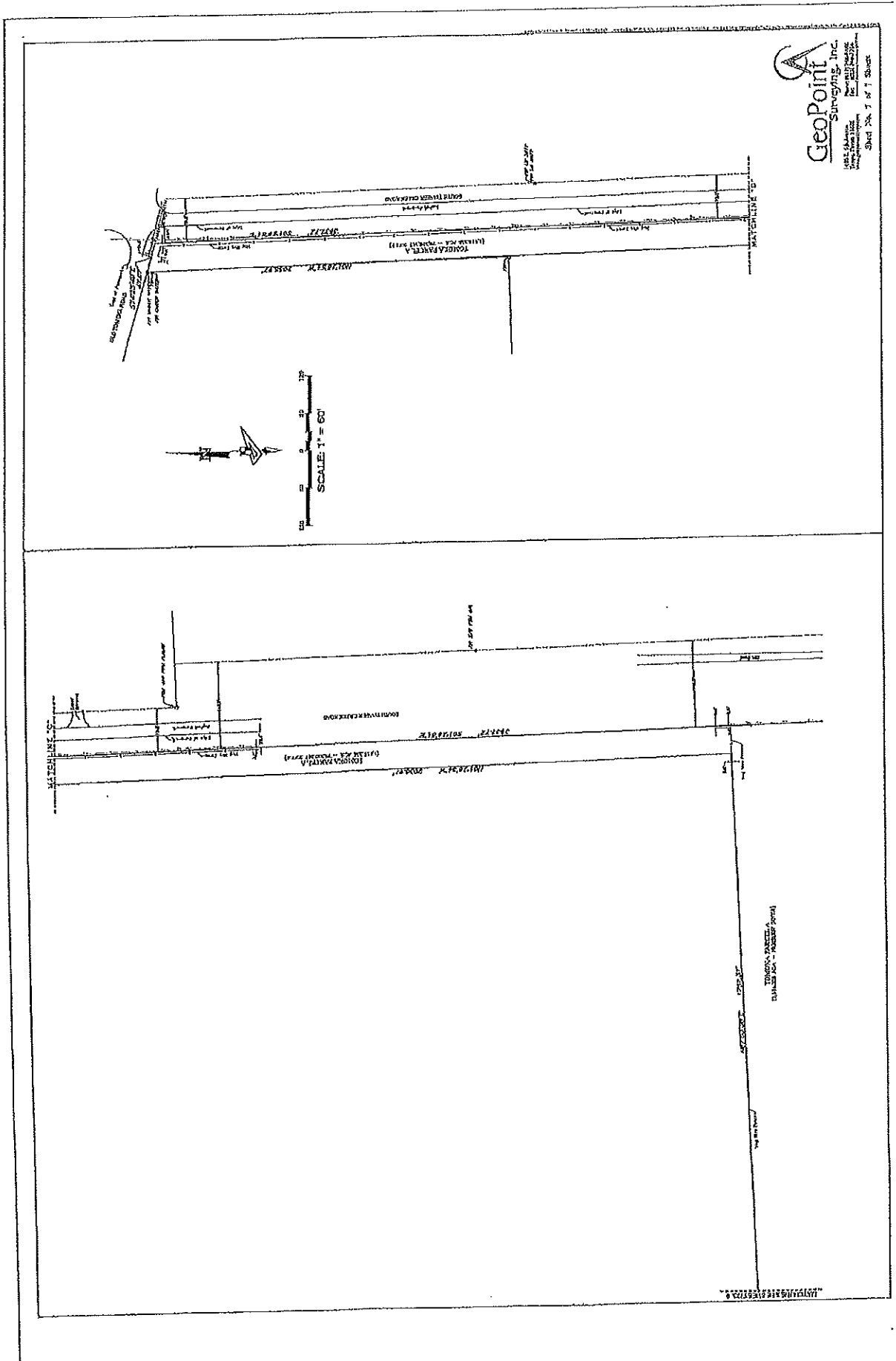
**Geopoint**  
Surveying, Inc.  
11111 1st Street, Suite 100  
San Diego, CA 92121  
Tel: 619-444-1111  
Fax: 619-444-1112  
www.geopoint-surveying.com

Sheet No. 3 of 7 Sheets

SCALE: 1" = 60'








**EXHIBIT "B"**

**PROPERTY APPRAISER INFORMATION CARDS/DEEDS**



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Links
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Home
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Property Information

Parcel Information: 4126-00-00-0020 **2010 Working Tax Roll** Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	2480912	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4126-00-00-0020	Mill Group	204 Daytona Beach
Full Parcel ID	26-14-31-00-00-0020	2017 Final Mill Rate	21.20700
Created Date	10 DEC 1981		
Property Class	53 Cropland Soil Capability Class III		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOIKA LAND CO		
Owner Name/Address 1			
Owner Address 2	PO BOX 10809		
Owner Address 3	DAYTONA BEACH FL		
Owner Zip/Postal Code	32120-0000		
Situs Address	SR 40 DAYTONA BEACH 32174		

**Legal Description**

26 14 31 ALL S OF SR 40 EXC E 1288.71 FT AS MEAS ON S/L SR 40 & EXC DRAINAGE DITCHES & EXC NEW RW FOR WATER RETENTION AREA IN N 290 FT ON W/L OF E 803 FT OF W 3842.89 FT MEAS ON S RW ST RD 40 PER OR 4408 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4415 2540	03/1999	Quit Claim Deed	Null parcel sale	No	10
4406 1377	02/1999	Quit Claim Deed	Null parcel sale	No	10
4035 3550	09/1995	Warranty Deed	Null parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	314,264	0	0	314,264	17,425	17,425	0	17,425	0	17,425
2016	314,264	0	0	314,264	17,425	17,425	0	17,425	0	17,425

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
6300	CRPLND SPEC-20-49.99AC	0.0	0.0	30.00	ACREAGE	7800.00	100	100	100	100	234,000
5617	TMBRLND #2 FLT 20-49.99AC	0.0	0.0	9.71	ACREAGE	7800.00	100	100	100	100	75,738
5803	TIMBERLAND HARDWOOD	0.0	0.0	12.07	ACREAGE	374.88	100	100	100	100	4,528
<b>Total Land Classified</b>											17,425
<b>Total Land Just</b>											314,264

Neighborhood 3137 SEC 27 TWP 14S RNG 31E


**Parcel Notes (Click button below to display Parcel Notes)**

**Planning and Building**

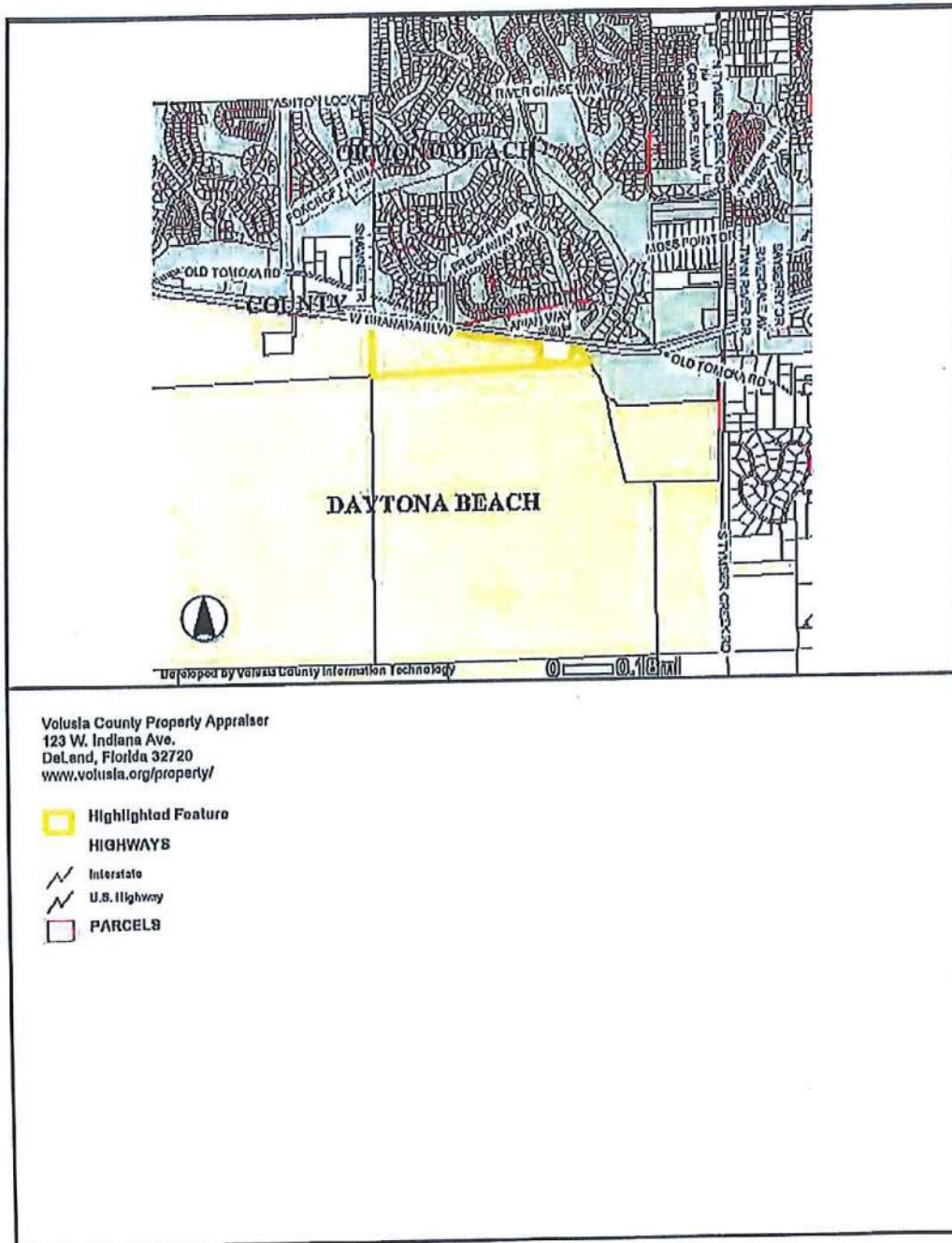
Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
<input type="button" value="Display Permits"/>						


**Total Values**

Land Value	314,264 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous		
Just Value	314,264 Previous Just Value	314,264
School Assessed	17,425 Previous School Assessed	17,425
Non-School Assessed	17,425 Previous Non-School Assessed	17,425
Exemption Value	0 Previous Exemption Value	0
Additional Exemption Value	0 Previous Additional Exemption Value	0

School Taxable	17,426 Previous School Taxable	17,425			
Non-School Taxable	17,426 Previous Non-School Taxable	17,425			
<table border="1"><tr><td>MapIT</td><td>PALMS</td><td>Map Kiosk</td></tr></table>			MapIT	PALMS	Map Kiosk
MapIT	PALMS	Map Kiosk			
<p>MapIT: Your basic parcel record search including lot dimensions. PALMS: Basic parcel record searches with enhanced features. Map Kiosk: More advanced tools for custom searches on several layers including parcels.</p>					
					







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Parcel Information: 4127-00-00-0020 **2010 Working Tax Roll** Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	2480983	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4127-00-00-0020	Mill Group	204 Daytona Beach
Full Parcel ID	27-14-31-00-00-0020	2017 Final Mill Rate	21.20760
Created Date	10 DEC 1981		
Property Class	55 Timberland - site Index 80 to 89		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1	PO BOX 10809		
Owner Address 2	DAYTONA BEACH FL		
Owner Address 3	32120-0800		
Owner Zip/Postal Code	SR 40 DAYTONA BEACH 32174		
Site Address			

**Legal Description**

27-14-31 ALL S OF ST RD 40 EXC N 400 FT OF S 804 FT OF W 689.6 FT OF E 2118.00 FT & N 447.59 FT ON E/L OF W 50 FT OF E 1649.49 FT S OF RD OF SE 1/4 & EXC NEW RW FOR ST RD 40 PER OR 4408 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4415 2540	03/1999	Quit Claim Deed	Multi parcel sale	No	10
4408 1377	02/1999	Quit Claim Deed	Multi parcel sale	No	10
4035 3550	09/1995	Warranty Deed	Multi parcel sale	No	100
3208 0328	10/1988	Quit Claim Deed	Multi parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	737,823	0	0	737,823	32,634	32,634	0	32,634	0	32,634
2016	737,823	0	0	737,823	32,634	32,634	0	32,634	0	32,634

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Slip	Phy	Just Value
5310	CRPLND SPEC-100AC PLUS	0.0	0.0	28.00	ACREAGE	6400.00	100	100	100	100	179,200
5520	TMBRLND #2 PLT 100AC PLUS	0.0	0.0	84.67	ACREAGE	6400.00	100	100	100	100	641,248
5803	TIMBERLAND HARDWOOD	0.0	0.0	37.00	ACREAGE	375.00	100	100	100	100	13,876
6900	WASTELAND	0.0	0.0	7.00	ACREAGE	500.00	100	100	100	100	3,600
Neighborhood 3137 SEC 27 TWP 14S RNG 31E											
Total Land Classified											32,634
Total Land Just											737,823

**Parcel Notes (Click button below to display Parcel Notes)**

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
<input type="button" value="Display Permits"/>						

**Total Values**

Land Value	737,823 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous	0	0
Just Value	737,823 Previous Just Value	737,823
School Assessed	32,634 Previous School Assessed	32,634
Non-School Assessed	32,634 Previous Non-School Assessed	32,634

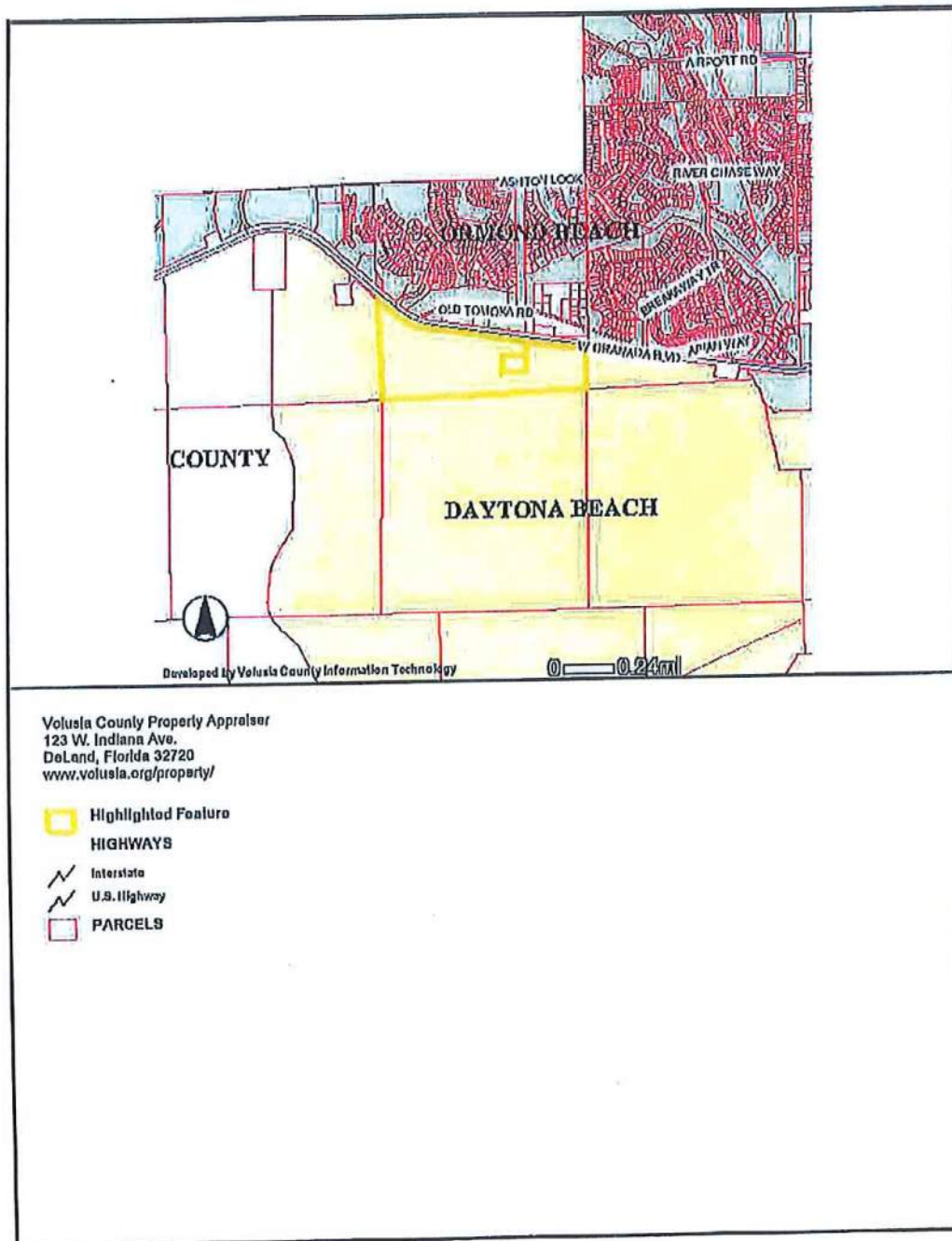
Volusia County Property Appraiser's Office: Parcel Information


Exemption Value	0 Previous Exemption Value	0
Additional Exemption Value	0 Previous Additional Exemption Value	0
School Taxable	32,534 Previous School Taxable	32,534
Non-School Taxable	32,534 Previous Non-School Taxable	32,534

MapIT  PALMS  Map Kiosk

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Map Kiosk: More advanced tools for custom searches on several layers including parcels.







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---

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Parcel Information: 4134-00-00-0010   **2010 Working Tax Roll**   Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	2482231	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4134-00-00-0010	Mill Group	204 Daytona Beach
Full Parcel ID	34-14-31-00-00-0010	2017 Final Mill Rate	21.20780
Created Date	18 DEC 1981		
Property Class	65 Timberland - site Index 80 to 89		Ownership Percent   100
Ownership Type	Fee Simple		
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1	PO BOX 10809		
Owner Address 2	DAYTONA BEACH FL		
Owner Address 3	32120-0809		
Owner Zip/Postal Code	SR 40 DAYTONA BEACH 32174		
Site Address			

**Legal Description**  
34 14 31 ALL PER OR 4408 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4408 1377	02/1989	Quit Claim Deed	Multi parcel sale	No	10
4035 3550	09/1985	Warranty Deed	Multi parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	2,609,950	0	0	2,609,950	119,040	119,040	0	119,040	0	119,040
2016	2,609,950	0	0	2,609,950	119,040	119,040	0	119,040	0	119,040

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
5310	CRPLND SPEC-100AC PLUS	0.0	0.0	103.00	ACREAGE	6400.00	100	100	100	100	659,200
5520	TMBRLND #2 PLT 100AC PLUS	0.0	0.0	290.00	ACREAGE	6400.00	100	100	100	100	1,058,000
6003	TIMBERLAND HARDWOOD	0.0	0.0	230.00	ACREAGE	375.00	100	100	100	100	88,250
6000	WASTELAND	0.0	0.0	17.00	ACREAGE	500.00	100	100	100	100	8,500
<b>Total Land Classified</b>											110,040
<b>Total Land Just</b>											2,609,950


**Parcel Notes (Click button below to display Parcel Notes)**

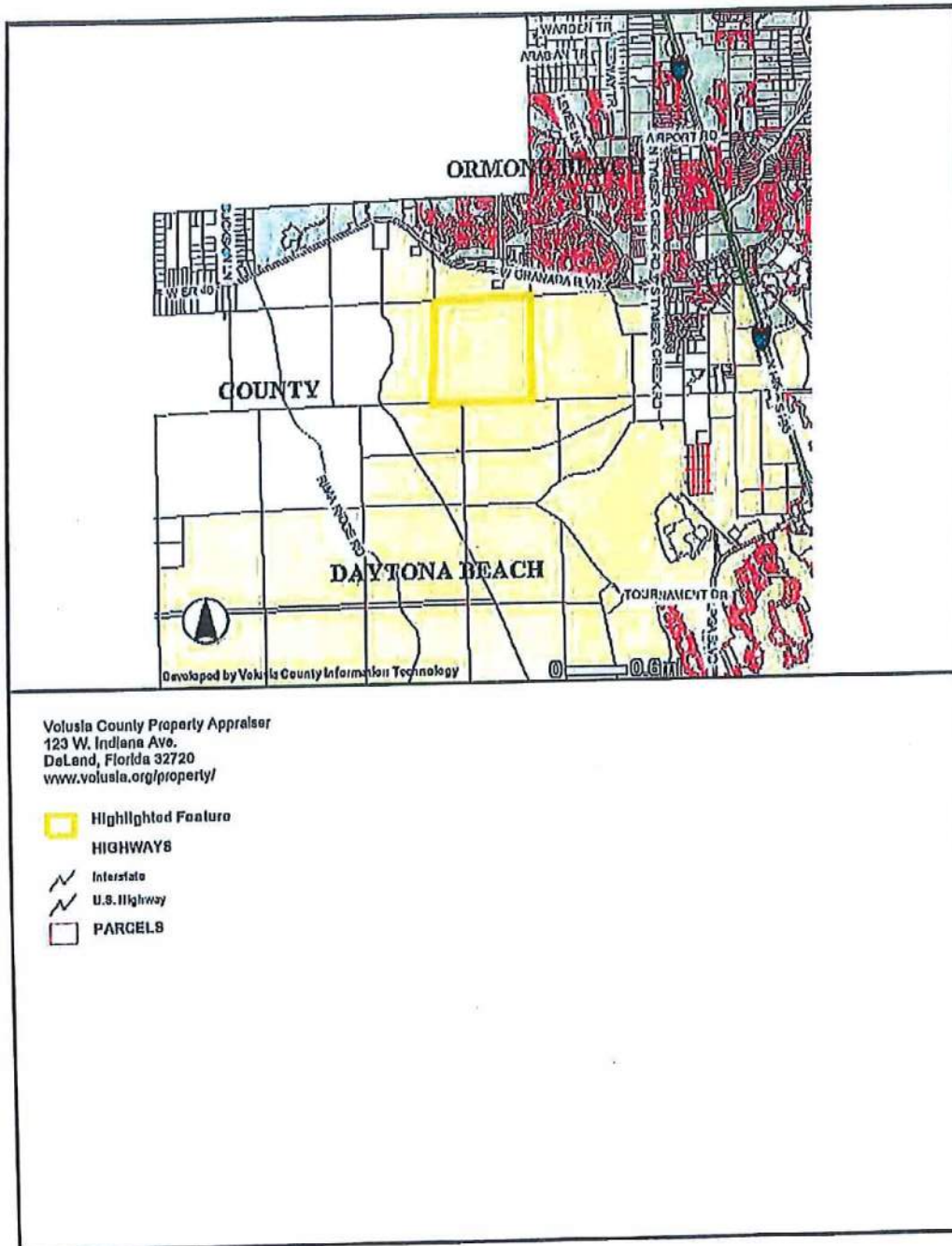
**Planning and Building**


Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
<input type="button" value="Display Permits"/>						

**Total Values**

Land Value	2,609,950 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous	0	0
Just Value	2,609,950 Previous Just Value	2,609,950
School Assessed	119,040 Previous School Assessed	119,040
Non-School Assessed	119,040 Previous Non-School Assessed	119,040
Exemption Value	0 Previous Exemption Value	0
Additional Exemption Value	0 Previous Additional Exemption Value	0
School Taxable	119,040 Previous School Taxable	119,040

Non-School Taxable	119,040 Previous Non-School Taxable	110,040
<input type="button" value="MapIT"/> <input type="button" value="PALMS"/> <input type="button" value="Map iLook"/>		
<p>MapIT: Your basic parcel record search including lot dimensions. PALMS: Basic parcel record searches with enhanced features. Map iLook: More advanced tools for custom searches on several layers including parcels.</p>		





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Parcel Information: 4136-00-00-0010 **2018 Working Tax Roll** Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	2402249	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4136-00-00-0010	Mill Group	204 Daytona Beach
Full Parcel ID	35-14-31-00-00-0010	2017 Final Mill Rate	21.20760
Created Date	10 DEC 1981		
Property Class	63 Cropland Soil Capability Class III		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1	PO BOX 10809		
Owner Address 2	DAYTONA BEACH FL		
Owner Zip/Postal Code	32120-0809		
Site Address	SR 40 DAYTONA BEACH 32174		

**Legal Description**

35 14 31 ALL EXC E 620 FT OF N 816 FT & EXC PT PER OR 3033 PG 3270 BEING APPROX W 630 FT OF E 1160 FT ON N/L OF N 816 FT PER OR 4035 PGS 3550 TO 3583 & EXC PARCEL BEING E 790 FT ON S/L OF S 300 FT OF N 1116 FT ON E/L & EXC PARCEL BEING E 635 FT ON S/L OF S 1176.66 FT OF N 2202.66 FT PER OR 4406 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4416 2540	03/1989	Quit Claim Deed	Mulll parcel sale	No	10
4408 1377	02/1989	Quit Claim Deed	Mulll parcel sale	No	10
4035 3550	09/1985	Warranty Deed	Mulll parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	1,911,662	0	0	1,911,662	108,665	108,665	0	198,665	0	198,665
2016	1,911,662	0	0	1,911,662	108,665	108,665	0	198,665	0	198,665

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Ply	Just Value
6310	CRPLND SPEC-100AC PLUS	0.0	0.0	380.89	ACREAGE	6400.00	100	100	76	100	1,027,312
6803	TIMBERLAND HARDWOOD	0.0	0.0	198.00	ACREAGE	376.00	100	100	100	100	74,260
5900	WASTELAND	0.0	0.0	20.00	ACREAGE	500.00	100	100	100	100	10,000
Neighborhood 3137 SEC 27 TWP 14S RNG 31E											
Total Land Classified										108,665	
Total Land Just										1,911,662	

**Parcel Notes (Click button below to display Parcel Notes)**

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
---------------	---------------	-------------	---------------	--------------------------	------------------	----------------

**Total Values**

Land Value	1,911,662	New Construction Value	0
Building Value	0	City Econ Dev/Historic	0
Miscellaneous	0		
Just Value	1,911,662	Previous Just Value	1,911,662
School Assessed	108,665	Previous School Assessed	108,665
Non-School Assessed	108,665	Previous Non-School Assessed	108,665
Exemption Value	0	Previous Exemption Value	0




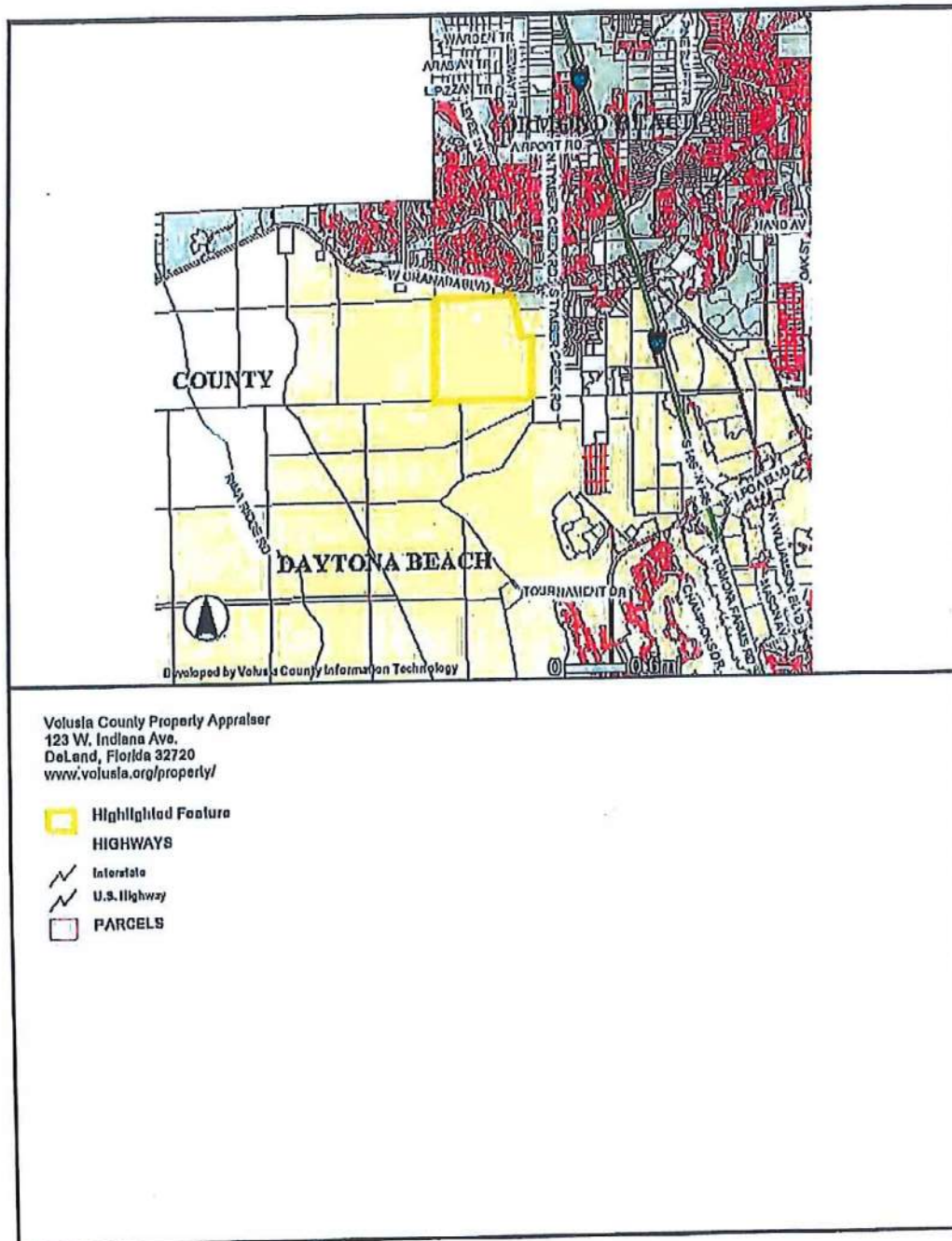
Volusia County Property Appraiser's Office: Parcel Information


Additional Exemption Value	0 Previous Additional Exemption Value	0
School Taxable	198,665 Previous School Taxable	198,665
Non-School Taxable	108,665 Previous Non-School Taxable	108,665

MapIT PALMS Map iKlook

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Parcel Information: 4136-00-00-0250 [2018 Working Tax Roll](#) Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	2402591	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4136-00-00-0250	Mill Group	204 Daytona Beach
Full Parcel ID	36-14-31-00-00-0250	2017 Final Mill Rate	21.20760
Created Date	18 DEC 1981		
Property Class	53 Cropland Soil Capability Class III		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1			
Owner Address 2	PO BOX 10809		
Owner Address 3	DAYTONA BEACH FL		
Owner Zip/Postal Code	32120-0009		
Site Address	S TYMBER CREEK RD DAYTONA BEACH 32174		

**Legal Description**

36 14 31 NE 1/4 OF SW 1/4 EXC N 1089.21 FT & W 1/4 S OF OLD RD EXC E 70 FT IN NW 1/4 & EXC E 331.01 FT OF W 778.69 FT OF N 581.27 FT S OF OLD ROAD IN NW 1/4 OF NW 1/4 & EXC N 816 FT OF W 890.77 FT & EXC E 70 FT OF N 1089.21 FT IN SW 1/4 PER OR 4035 PGS 3550 TO 3583 & EXC PARCEL BEING W 1217 FT OF S 300 FT OF N 881 FT S OF OLD TOMOKA RD & EXC PARCEL BEING W 1217 FT OF S 1178.88 FT OF N 2292.88 FT PER OR 4406 PG 1377 & EXC E 46 FT W OF TYMBER CREEK RD OF N 2059.78 FT

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4416 2540	03/1999	Quit Claim Deed	Multi parcel sale	No	10
4408 1377	02/1999	Quit Claim Deed	Multi parcel sale	No	10
4035 3550	09/1995	Warranty Deed	Multi parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	625,881	0	0	625,881	40,808	40,808	0	40,808	0	40,808
2016	625,881	0	0	625,881	40,808	40,808	0	40,808	0	40,808

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
5309	CRPLND SPEC-50-99.00AC	0.0	0.0	80.00	ACREAGE	8500.00	100	100	100	100	620,000
5803	TIMBERLAND HARDWOOD	0.0	0.0	15.15	ACREAGE	374.98	100	100	100	100	5,681
Total Land Classified											40,606
Total Land Just											625,601

**Parcel Notes (Click button below to display Parcel Notes)**

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
---------------	---------------	-------------	---------------	--------------------------	------------------	----------------

**Total Values**

Land Value	625,681 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous	0	0
Just Value	525,681 Previous Just Value	525,681
School Assessed	40,606 Previous School Assessed	40,606
Non-School Assessed	40,606 Previous Non-School Assessed	40,606
Exemption Value	0 Previous Exemption Value	0


Volusia County Property Appraiser's Office: Parcel Information

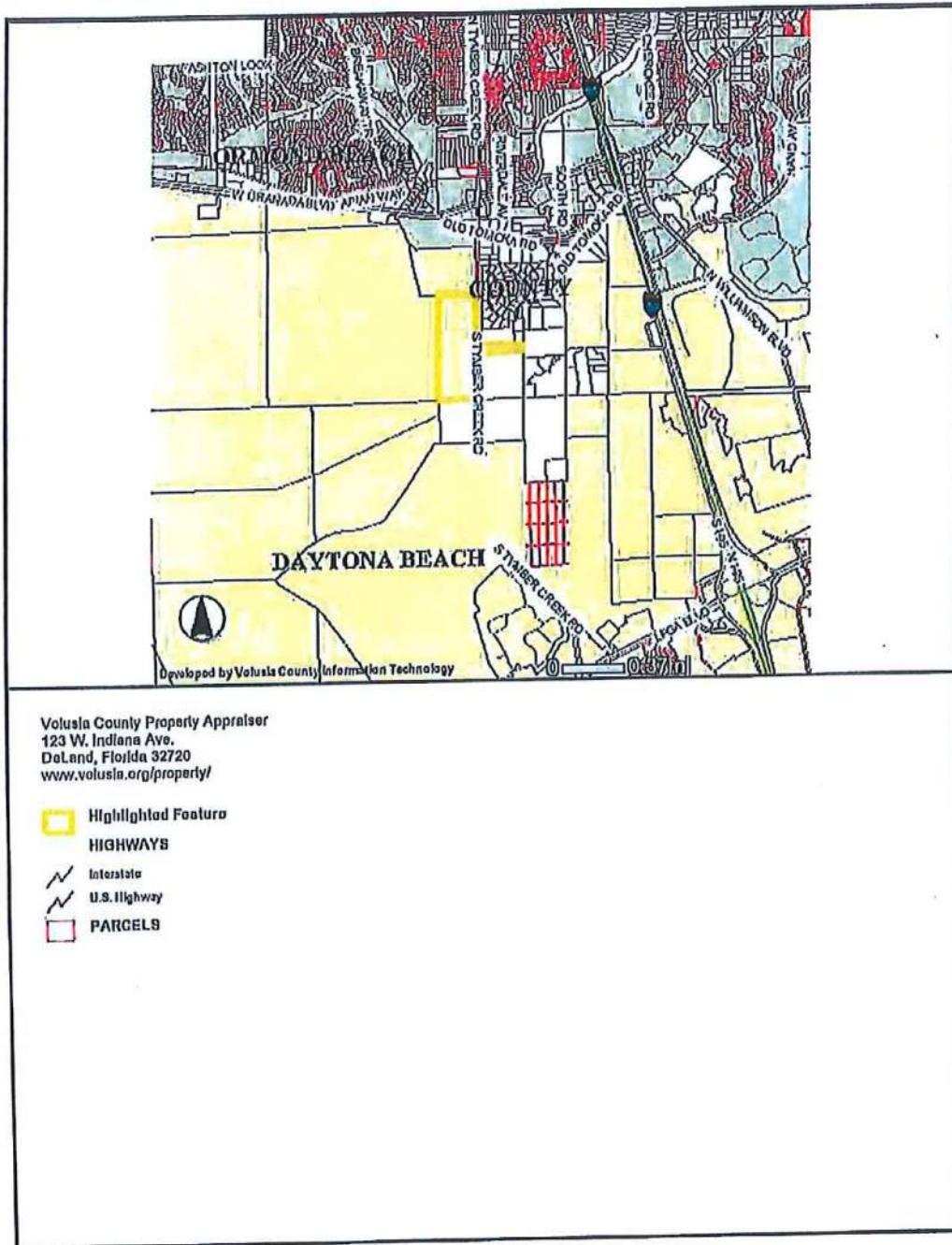
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	40,606	40,606 Previous School Taxable	40,606
Non-School Taxable	40,606	40,606 Previous Non-School Taxable	40,606


  

MapIT	PALMS	Map Kiosk
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MapIT: Your basic parcel record search including lot dimensions.  
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## Volusia County Property Appraiser

**Larry Bartlett, J.D.**

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Home [Search Choices](#) [Search By Parcel Number](#) [Property Information](#)

Parcel Information: 4136-00-00-026A   2018 Working Tax Roll   Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	6870250	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4136-00-00-026A	Mill Group	200 Unincorporated
Full Parcel ID	36-14-31-00-00-026A	2017 Final Mill Rate	20.85800
Created Date	16 JAN 2008		
Property Class	65 Timberland - site Index 00 to 00		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1			
Owner Address 2	PO BOX 10009		
Owner Address 3	DAYTONA BEACH FL		
Owner Zip/Postal Code	32120-0809		
Situs Address	S TYMBER CREEK RD ORMOND BEACH 32174		

**Legal Description**

36 14 31 E 45 FT W OF TYMBER CREEK RD OF N 2059.78 FT S OF OLD RD

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	20,768	0	0	20,768	426	426	0	426	0	426
2016	20,768	0	0	20,768	426	426	0	426	0	426

[Display Value History](#)

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Slip	Phy	Just Value
6513	TMBRLND#2 PLT - 2 TO 4.00	0.0	0.0	2.13	ACREAGE	39000.04	100	100	26	100	20,768
Neighborhood 3130 SEC 35 TWP 14 RNG 31 -ALL-											
Total Land Classified											426
Total Land Just											20,768

**Parcel Notes (Click button below to display Parcel Notes)**

[Display Notes](#)

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
(No permits found)						

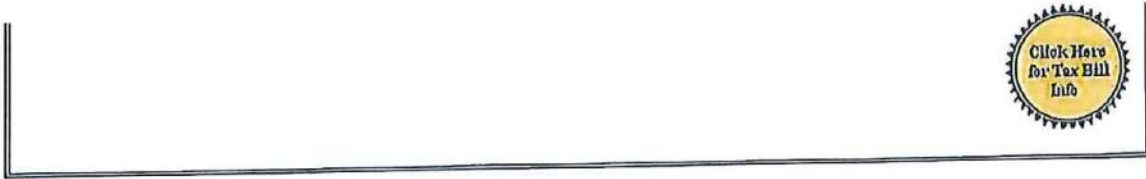
[Display Permits](#)

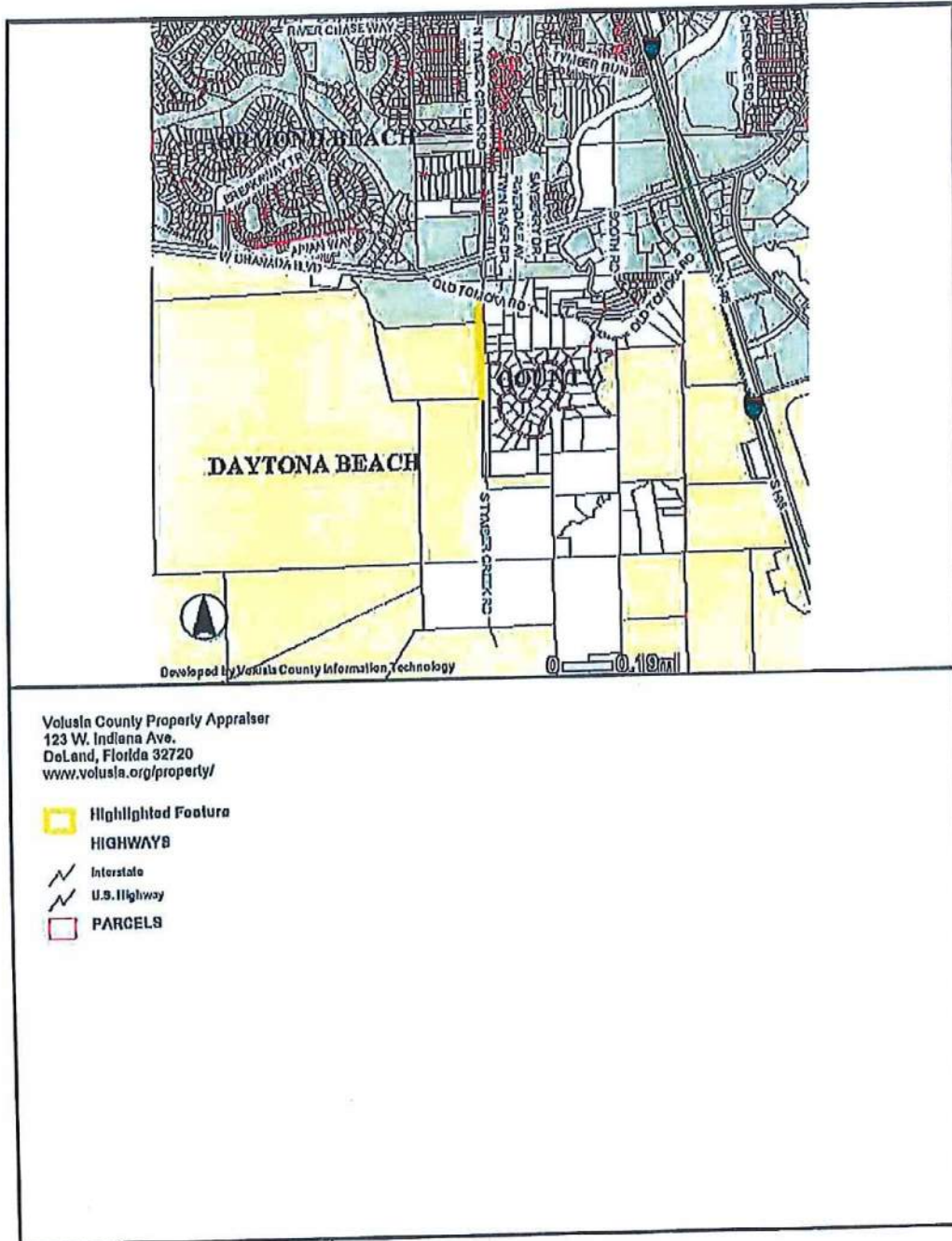
**Total Values**

Land Value	20,768	New Construction Value	0
Building Value	0	City Econ Dev/Historic	0
Miscellaneous	0		
Just Value	20,768	Previous Just Value	20,768
School Assessed	426	Previous School Assessed	426
Non-School Assessed	426	Previous Non-School Assessed	426
Exemption Value	0	Previous Exemption Value	0
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	426	Previous School Taxable	426
Non-School Taxable	426	Previous Non-School Taxable	426


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## Volusia County Property Appraiser

**Larry Bartlett, J.D.**

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Home [Search Choices](#) [Search By Parcel Number](#) [Property Information](#)

Parcel Information: 5101-00-00-0010 [2010 Working Tax Roll](#) Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	2483211	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	5101-00-00-0010	Mill Group	204 Daytona Beach
Full Parcel ID	01-16-31-00-00-0010	2017 Final Mill Rate	21.20760
Created Date	10 DEC 1981		
Property Class	55 Timberland - site Index 00 to 89		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1	PO BOX 10809		
Owner Address 2	DAYTONA BEACH FL		
Owner Address 3	32120-0809		
Owner Zip/Postal Code	TRAM RD DAYTONA BEACH 32174		
Site Address			

**Legal Description**  
1 15 31 ALL N OF NEW CITY LIMITS PER OR 4408 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4416 2540	03/1999	Quit Claim Deed	Null parcel sale	No	10
4408 1377	02/1999	Quit Claim Deed	Null parcel sale	No	10
4036 3650	09/1995	Warranty Deed	Null parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	702,500	0	0	702,500	47,680	47,680	0	47,680	0	47,680
2016	702,500	0	0	702,500	47,680	47,680	0	47,680	0	47,680

[Display Value History](#)

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
6517	TMBRLND #2 PLT 20-49.99AC	0.0	0.0	213.00	ACREAGE	3000.00	100	100	100	100	639,000
6803	TIMBERLAND HARDWOOD	0.0	0.0	127.00	ACREAGE	600.00	100	100	100	100	83,500
Neighborhood 2303 TWP 16 RNG 31 - ACREAGE NORTH											
Total Land Classified										47,680	
Total Land Just										702,500	

**Parcel Notes (Click button below to display Parcel Notes)**  
[Display Notes](#)

**Planning and Building**


Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
<a href="#">Display Permits</a>						

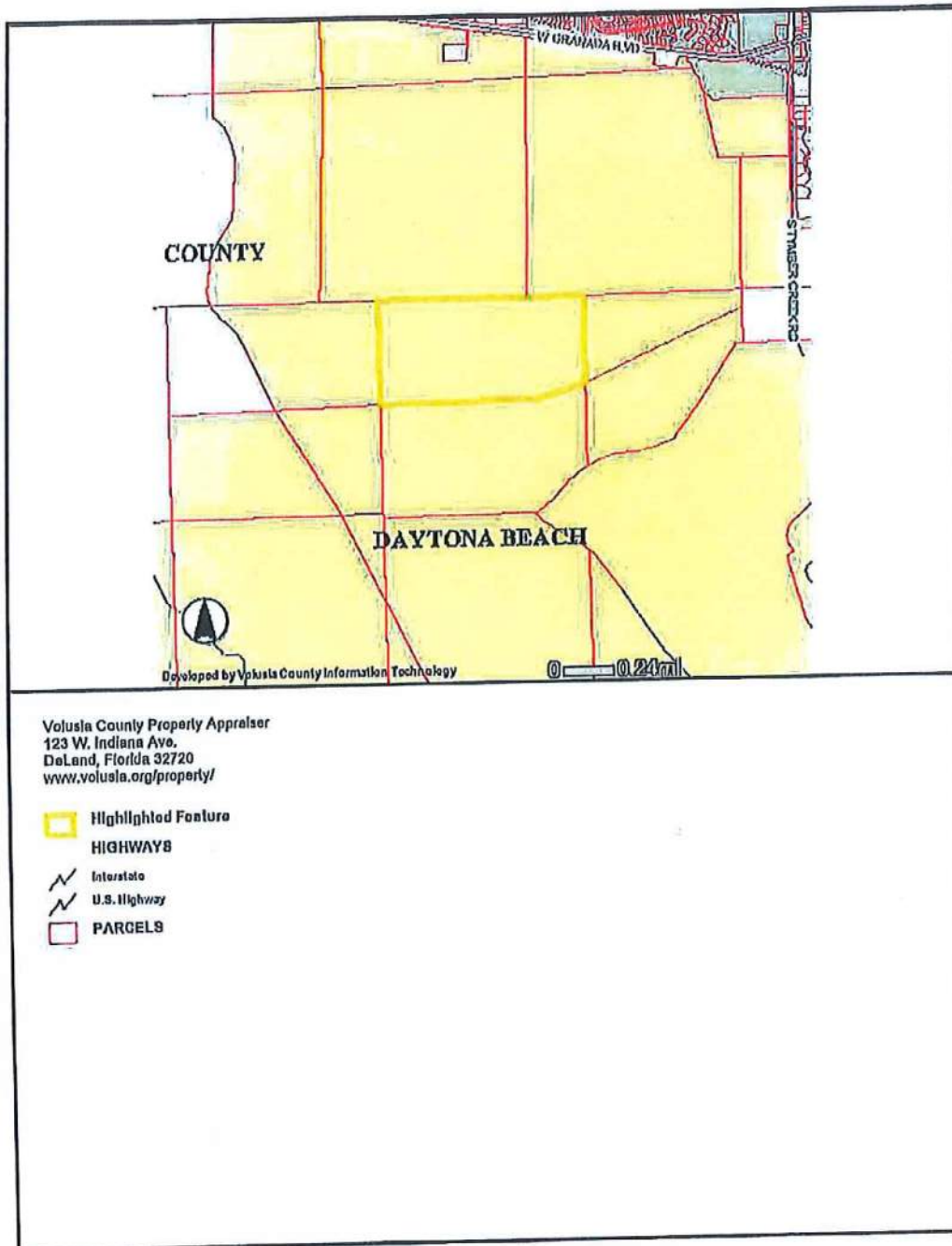
**Total Values**


Land Value	702,500	New Construction Value	0
Building Value	0	City Econ Dev/Historic	0
Miscellaneous	0		
Just Value	702,500	Previous Just Value	702,500
School Assessed	47,680	Previous School Assessed	47,680
Non-School Assessed	47,680	Previous Non-School Assessed	47,680
Exemption Value	0	Previous Exemption Value	0
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	47,680	Previous School Taxable	47,680
Non-School Taxable	47,680	Previous Non-School Taxable	47,680

<a href="#">MapIT</a>	<a href="#">PALMS</a>	<a href="#">Map Kiosk</a>
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## Volusia County Property Appraiser

**Larry Bartlett, J.D.**

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Home Search Choices Search By Parcel Number Property Information

Parcel Information: 5101-00-00-0020 **2018 Working Tax Roll** Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	5280518	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	5101-00-00-0020	Mill Group	204 Daytona Beach
Full Parcel ID	01-15-31-00-00-0020	2017 Final Mill Rate	21.20760
Created Date	01 NOV 1991		
Property Class	65 Timberland - site Index 80 to 89		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1	PO BOX 10809		
Owner Address 2	DAYTONA BEACH FL		
Owner Address 3	32120-0009		
Owner Zip/Postal Code	TRAM RD DAYTONA BEACH 32124		
Site Address			

**Legal Description**

1-15-31 ALL S OF NEW CITY LIMITS EXC PART DESCRIBED IN OR 7359 PG 4891 PER OR 4406 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Unqualified	Improved	Sale Price
			Unqualified		
4400 1377	02/1999	Quit Claim Deed	No	No	10
4036 3560	09/1905	Warranty Deed	Multi parcel sale	No	100

**History of Values**

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	709,110	0	328	709,438	48,255	48,255	0	48,255	0	48,255
2016	700,000	0	0	700,000	47,200	47,200	0	47,200	0	47,200

[Display Value History](#)

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Ship	Phy	Just Value
5517	TMBRLND #2 FLT 20-49.99AC	0.0	0.0	220.00	ACREAGE	3000.00	100	100	100	100	680,000
5803	TIMBERLAND HARDWOOD	0.0	0.0	98.22	ACREAGE	500.00	100	100	100	100	49,110
Neighborhood 2393 TWP 15 RNG 31 - ACREAGE NORTH											
Total Land Classified										47,929	
Total Land Just										709,110	

**Miscellaneous Improvements**

Improvement Type	Number of Units	Unit Type	Life	Year In	Grade	Length	Width	Depr. Value
PBN POLE BARN	324 SF		15	2005	3	27	12	328

**Parcel Notes (Click button below to display Parcel Notes)**

[Display Notes](#)

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
<a href="#">Display Permits</a>						

**Total Values**

Land Value	709,110	New Construction Value	0
Building Value	0	City Econ Dev/Historic	0
Miscellaneous	328		
Just Value	709,438	Previous Just Value	709,438
School Assessed	48,255	Previous School Assessed	48,255
Non-School Assessed	48,255	Previous Non-School Assessed	48,255
Exemption Value	0	Previous Exemption Value	0

Additional Exemption Value  
School Taxable  
Non-School Taxable

0 Previous Additional Exemption Value  
40,255 Previous School Taxable  
40,255 Previous Non-School Taxable

0  
40,255  
40,255

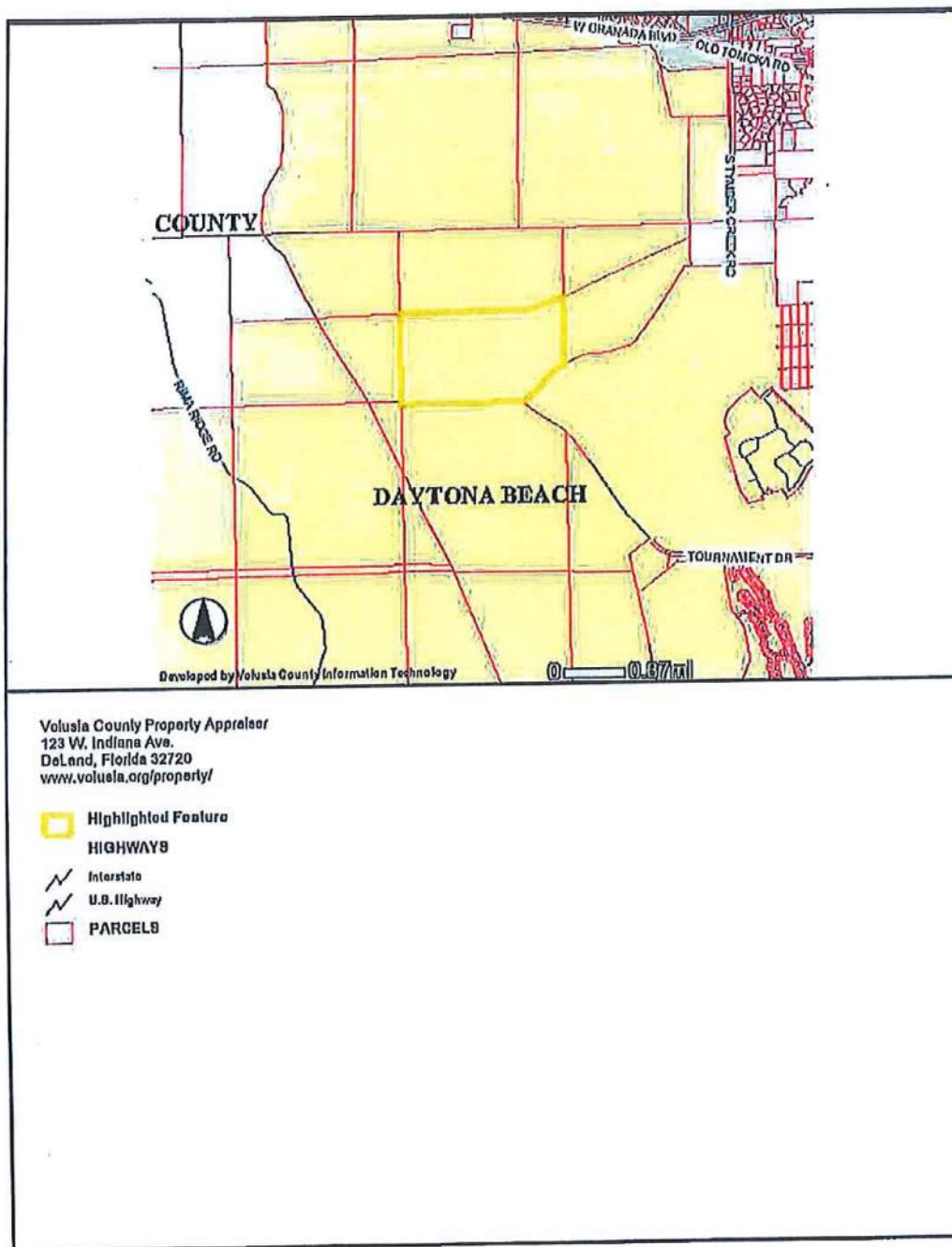
MapIT PALMS Map Kiosk


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**Larry Bartlett, J.D.**

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Home   Search Choices   Search By Parcel Number   Property Information

Parcel Information: 6206-00-00-0020   [2018 Working Tax Roll](#)   Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	3232030	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	6206-00-00-0020	Mill Group	204 Daytona Beach
Full Parcel ID	08-15-32-00-00-0020	2017 Final Mill Rate	21.20760
Created Date	27 DEC 1981		
Property Class	63 Cropland Soil Capability Class III		Ownership Percent   100
Ownership Type	Fee Simple		
Owner Name	CONSOLIDATED TOMOIKA LAND CO		
Owner Name/Address 1	PO BOX 10809		
Owner Address 2	DAYTONA BEACH FL		
Owner Address 3	32120-0809		
Owner Zip/Postal Code	32120-0809		
Situs Address	PRIEST BRANCH DAYTONA BEACH 32174		

**Legal Description**

6 15 32 NW 1/4 OF NE 1/4 & W 1/2 N OF NEW CITY LIMITS PER OR 4408 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4415 2540	03/1999	Quit Claim Deed	Multi parcel sale	No	10
4408 1377	02/1999	Quit Claim Deed	Multi parcel sale	No	10
4035 3550	09/1995	Warranty Deed	Multi parcel sale	No	100

**History of Values**

Year	Land	Bldg(e)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	601,250	0	0	601,250	33,520	33,520	0	33,520	0	420,750
2016	601,250	0	0	601,250	33,520	33,520	0	33,520	0	33,520

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Slip	Phy	Just Value
5309	CRPLND SPEC-50-99.99AC	0.0	0.0	55.00	ACREAGE	7650.00	100	100	100	100	420,750
5519	TMBRLND #2 PLT 50-99.99AC	0.0	0.0	20.00	ACREAGE	7650.00	100	100	100	100	153,000
5803	TIMBERLAND HARDWOOD	0.0	0.0	46.00	ACREAGE	500.00	100	100	100	100	23,000
5900	WASTELAND	0.0	0.0	9.00	ACREAGE	500.00	100	100	100	100	4,500
Total Land Classified										33,520	
Total Land Just										601,250	

Neighborhood   2311 SECS 4 5 & 8 TWP 16 RNG 32

**Parcel Notes (Click button below to display Parcel Notes)**

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
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**Total Values**

Land Value	601,250 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous	0	
Just Value	601,250 Previous Just Value	601,250
School Assessed	33,520 Previous School Assessed	33,520
Non-School Assessed	33,520 Previous Non-School Assessed	33,520
Exemption Value	0 Previous Exemption Value	0
Additional Exemption Value	0 Previous Additional Exemption Value	0

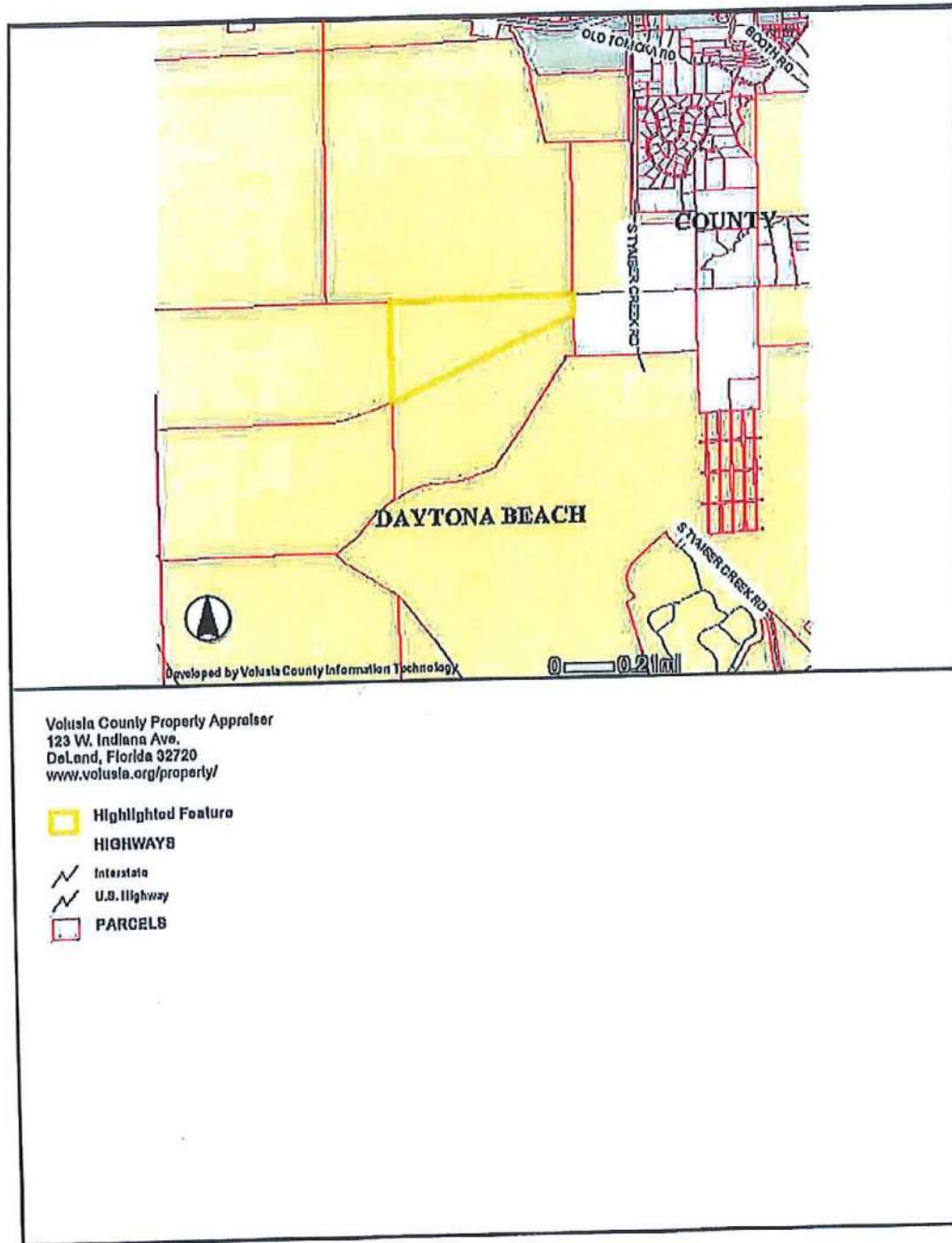
Volusia County Property Appraiser's Office: Parcel Information


School Taxable	33,520 Previous School Taxable	33,520
Non-School Taxable	33,520 Previous Non-School Taxable	33,520

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## Volusia County Property Appraiser

**Larry Bartlett, J.D.**

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Home   Search Choices   Search By Parcel Number   Property Information

Parcel Information: 6208-00-00-0030   **2018 Working Tax Roll**   Last Updated: 11-12-2017

**Owner Name and Address**

Alternate Key	6280400	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	6208-00-00-0030	Mill Group	204 Daytona Beach
Full Parcel ID	06-16-32-00-00-0030	2017 Final Mill Rate	21.20760
Created Date	01 NOV 1991		
Property Class	53 Cropland Soil Capability Class III		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	CONSOLIDATED TOMOKA LAND CO		
Owner Name/Address 1			
Owner Address 2	PO BOX 10800		
Owner Address 3	DAYTONA BEACH FL		
Owner Zip/Postal Code	32120-0809		
Situs Address	PRIEST BRANCH RD DAYTONA BEACH 32124		

**Legal Description**

0-16-32 S 7 & N 7 S OF NEW CITY LIMITS EXC PART AS DESCRIBED IN OR 7359 PG 4891 PER OR 4408 PG 1377

**Sales History**

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4416 2640	03/1999	Quit Claim Deed	Multi parcel sale	No	10
4408 1377	02/1999	Quit Claim Deed	Multi parcel sale	No	10
4035 3550	09/1995	Warranty Deed	Multi parcel sale	No	100

**History of Values**

Year	Land	Bldg(e)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	658,850	0	0	658,850	41,780	41,780	0	41,780	0	41,780
2016	1,091,000	0	0	1,091,000	136,080	136,080	0	136,080	0	136,080

**Land Data**

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
5310	CRPLND SPEC-100AC PLUS	0.0	0.0	50.00	ACREAGE	8800.00	100	100	75	100	255,000
5520	TMBRLND #2 PLT 100AC PLUS	0.0	0.0	73.50	ACREAGE	8800.00	100	100	75	100	374,850
6803	TIMBERLAND HARDWOOD	0.0	0.0	50.00	ACREAGE	500.00	100	100	100	100	25,000
6800	WASTELAND	0.0	0.0	4.00	ACREAGE	500.00	100	100	100	100	2,000
Total Land Classified											41,780
Total Land Just											658,850

Neighborhood 2311 SECS 4 5 & 8 TWP 15 RNG 32

**Parcel Notes (Click button below to display Parcel Notes)**

**Planning and Building**

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
<input type="button" value="Display Permits"/>						

**Total Values**

Land Value	658,850 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous	0	0
Just Value	658,850 Previous Just Value	658,850
School Assessed	41,780 Previous School Assessed	41,780
Non-School Assessed	41,780 Previous Non-School Assessed	41,780
Exemption Value	0 Previous Exemption Value	0
Additional Exemption Value	0 Previous Additional Exemption Value	0


Volusia County Property Appraiser's Office: Parcel Information

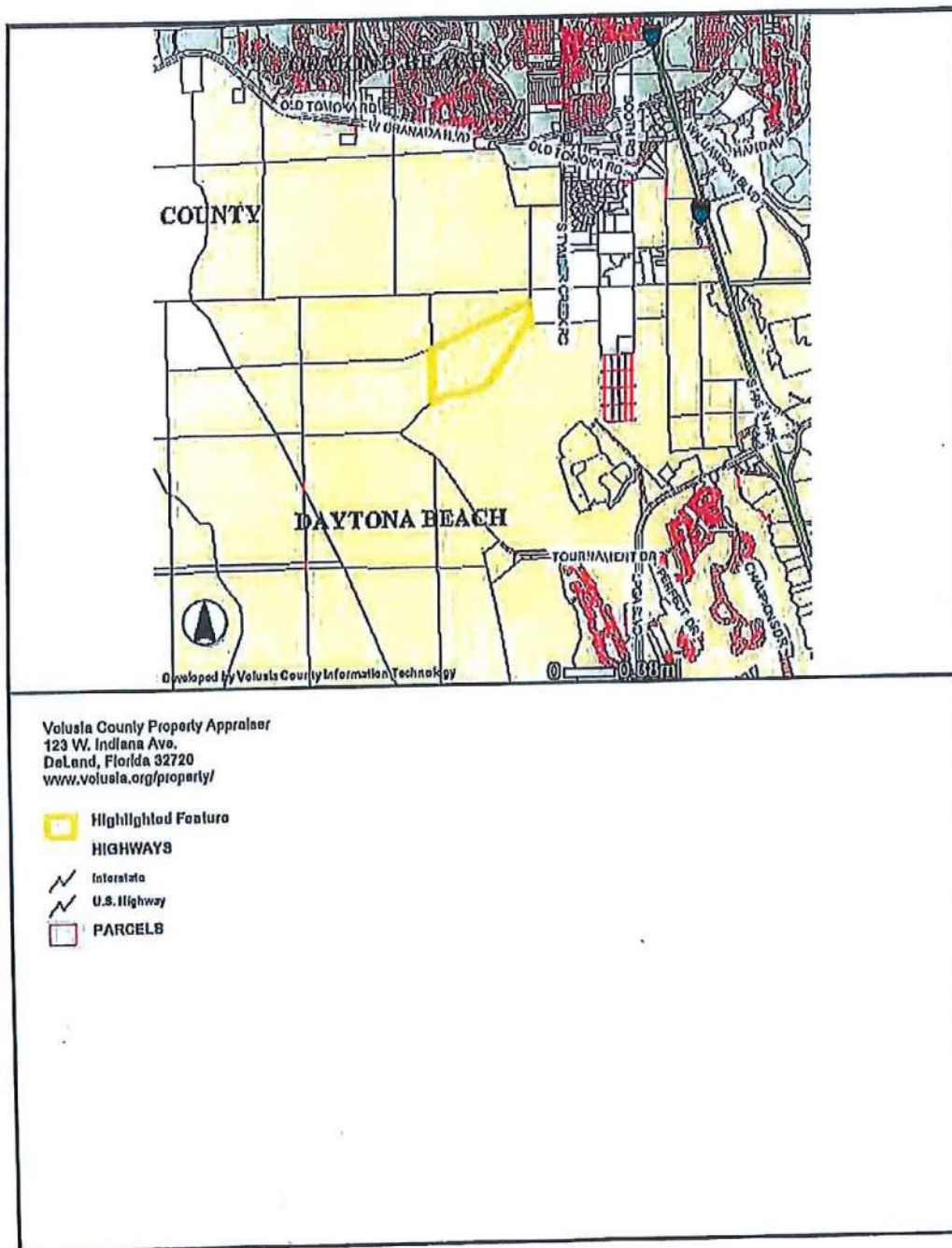
School Taxable	41,780 Previous School Taxable	41,780
Non-School Taxable	41,780 Previous Non-School Taxable	41,780

MapIT	PALMS	Map Kiosk
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Best Available Image

03/29/1999 10:43  
Doc stamps 0.70  
(Transfer Amt \$ 10)  
Instrument # 99062386  
Book : 4415  
Page : 2540

Return to:

This Instrument Prepared By:  
Robert F. Appar, Esquire  
Post Office Box 10809  
Daytona Beach, FL 32120-0809



Parcel No.

Grantee(s) S.S. #:

**CORRECTIVE  
QUIT CLAIM DEED**

This Corrective Quit Claim Deed, executed this 29<sup>th</sup> day of March, 1999, by PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDI-4 DATED SEPTEMBER 6, 1995, first party, to CONSOLIDATED-TOMOKA LAND CO., a Florida Corporation, whose post office address is 149 South Ridgewood Avenue, Daytona Beach, Florida 32114, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in Highlands County, State of Florida, to wit:

Legal Description contained in Exhibit "A" attached hereto and made a part hereof.

THIS CORRECTIVE DEED IS GIVEN TO CORRECT CERTAIN LEGAL DESCRIPTIONS OF THE PROPERTY CONVEYED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 4406, PAGE 1377, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA WHICH IS IN SECTIONS 26-14-31 & 33-14-31 AND FOUND ON OFFICIAL RECORDS BOOK 4406 AT PAGE 1378.

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

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

Signed, sealed and delivered in the presence of:

Tammy J. Quinn  
Tammy J. GUYTON  
Printed Name

Jill S. Lust  
JILL S. LUST  
Printed Name

Patricia Lagoni, as Trustee Under  
Patricia Lagoni, as Trustee Under  
Trust No. IDI-4 dated September 6, 1995  
149 South Ridgewood Avenue  
Daytona Beach, Florida 32114

STATE OF FLORIDA

COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Patricia Lagoni, as Trustee Under Trust No. IDI-4 dated September 6, 1995, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same on behalf of the Trust. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of March, 1999.

Jill S. Lust  
Notary Public, State of Florida

My Commission Expires:



JILL S. LUST  
MY COMMISSION # CC702841 EXPIRES  
February 16, 2002  
ECONOMIC DEVELOPMENT INSURANCE, INC.

FAU8585FVANNI04CORR02

Book: 4415  
Page: 2541

DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDI-4  
TO CONSOLIDATED-TOMOKA LAND CO.

DESCRIPTION	SEC.	TWP.	RGE
S-1/2 South of SR 40 LESS Drainage Ditches per RB 648 Pg. 269 and LESS parcel sold to First Baptist Church of Ormond Beach as described in O.R. Book 3410, Page 0507; O.R. Book 3933, Page 3270 and O.R. Book 4099, Page 4160, Public Records of Volusia County, Florida	26	14	31
All South of State Road 40 LESS NE-1/4 of SE-1/4 and LESS 3.27 acres deeded to Florida Power & Light Company as described in O.R. Book 3106, Page 0661, Public Records of Volusia County, Florida	27	14	31
E 1/2 South of State Road 40 LESS Borrow Pit and Drainage Ditch & LESS parcel sold to Carl Julian as described in O.R. Book 4149, Page 2762, Public Records of Volusia County, Florida	28	14	31
All East of parcel conveyed to Trustees of Internal Improvement Trust Fund, State of Florida, as described in O. R. Book 4265, Page 2081, Public Records of Volusia County, Florida	33	14	31
All	34	14	31
All LESS parcels sold to First Baptist Church of Ormond Beach and Riverbend Community Church, Inc. as described in O. R. Book 3410, Page 0507; O. R. Book 3933, Page 3270 and O. R. Book 4375, Page 2234, Public Records of Volusia County, Florida	35	14	31
NE-1/4 of SW-1/4 LESS The North 1,069.21 ft. thereof meas. on E/L thereof; and that part of W-1/4 lying South of Old Road LESS road and LESS parcels sold to First Baptist Church of Ormond Beach and Riverbend Community Church, Inc. as described in O. R. Book 3795, Page 1822; O.R. Book 3835, Page 0468; and O. R. Book 4375, Page 2234, Public Records of Volusia County, Florida	36	14	31

Book: 4415  
Page: 2542

DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDI-4  
TO CONSOLIDATED-TOMOKA LAND CO.

DESCRIPTION	SEC.	TWP.	RGL.
LESS the following described parcel in Sections 35 and 36, Township 14 South, Range 31 East: A portion of Sections 35 and 36, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows: As a point of reference, commences at the Northeast corner of said Section 35; thence South 01°11'7" East, along the East line of said Section 35, 816.00 feet; thence North 87°55'30" East, 1216.52 feet to the Southeast corner of parcel deeded to First Baptist Church of Ormond Beach as recorded in Official Records Book 3795, Page 1822, Public Records of Volusia County, Florida; thence North 01°11'7" West, along the Easterly line of said parcel 581.27 feet to the Northeast corner of said parcel; thence South 74°22'01" East, along the Easterly projection of the Northerly line of said parcel 0.55 feet to a point 45 feet Westerly of the Westerly right of way line of Tymber Creek Road (a 70' right-of-way); thence South 01°24'17" East, and parallel to the said Westerly right of way line, 881.10 feet to the POINT OF BEGINNING; thence continue South 01°24'17" East, along said line parallel to the Westerly right of way line, 1178.68 feet; thence South 87°55'30" West, 1752.28 feet; thence North 13°50'03" West, 1203.86 feet; thence North 87°55'30" East, 2011.42 feet to the POINT OF BEGINNING.	1	15	31
All			
SW-1/4 of NE-1/4 & W 1/2 of SE-1/4 & SW-1/4 & SW-1/4 of NW-1/4	5	15	32
All LESS NE 1/4 of NE 1/4	6	15	32
All	7	15	32
All N and W of LPGA Blvd. LESS NE-1/4 of NE-1/4 & LESS conveyance of sub-station site to Florida Power & Light Company as described in O. R. Book 3859, Page 3723, Public Records of Volusia County, Florida	8	15	32
All West of LPGA Blvd.	17	15	32
All West of LPGA Blvd.	20	15	32

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Book # 4415

Page # 2543

Diana M. Matousek

Volusia County, Clerk of Court

DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. 1014  
TO CONSOLIDATED-TOMOKA LAND CO.

DESCRIPTION	SEC.	TWP.	RGE.
All West of LPGA Blvd. LESS a triangular parcel in SW-1/4 conveyed to Trustees of Internal Improvement Trust Fund, State of Florida, as described in O. R. Book 4265, Page 2081, Public Records of Volusia County, Florida	29	15	32
N-1/2 lying South and West of LPGA Blvd. LESS parcel conveyed to Trustees of Internal Improvement Trust Fund, State of Florida, as described in O. R. Book 4265, Page 2081, Public Records of Volusia County, Florida	32	15	32

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

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03/05/1999 08:25  
Doc stamps 0.70

(Transfer Amt \$ 10)  
Instrument # 99043176  
Book: 4406  
Page: 1377

Return to:

This Instrument Prepared By:  
Robert F. Aggar, Esquire  
Post Office Box 10809  
Daytona Beach, FL 32120-0809

Parcel No.

Grantee(s) S.S. #:

QUIT CLAIM DEED

This Quit Claim Deed, executed this 25<sup>th</sup> day of February, 1999, by PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDI-4 DATED SEPTEMBER 6, 1995, first party, to CONSOLIDATED TOMOKA LAND CO., a Florida Corporation, whose post office address is 149 South Ridgewood Avenue, Daytona Beach, Florida 32114, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Volusia, State of Florida, to wit:

Legal Description contained in Exhibit "A" attached hereto and made a part hereof.

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

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

Signed, sealed and delivered in the presence of:

*Frances A. Massery*

Frances A. Massery  
Printed Name

*Mary Lou Dolan*

Mary Lou Dolan  
Printed Name

*Patricia Lagoni, Trustee*

Patricia Lagoni, as Trustee Under  
Trust No. IDI-4 dated September 6, 1995  
149 South Ridgewood Avenue  
Daytona Beach, Florida 32114

STATE OF FLORIDA

COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Patricia Lagoni, as Trustee Under Trust No. IDI-4 dated September 6, 1995, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same on behalf of the Trust. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of February, 1999.

*Jimmy J. Givh*  
Notary Public, State of Florida

My Commission Expires:

expired



Jimmy J. Givh  
MY COMMISSION # CC71255 EXPIRES  
October 6, 2002  
KONSTRANAL INSTRUMENT SERVICE, INC.

## EXHIBIT "A"

DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDI-4  
TO CONSOLIDATED-TOMOKA LAND CO.

DESCRIPTION	SEC.	TWP.	RGE.
S-1/2 South of SR 40 LESS Drainage Ditches per RB 648 Pg. 269 and LESS parcel sold to First Baptist Church of Ormond Beach as described in O.R. Book 3410, Page 0507 and O.R. Book 3933, Page 3270, Public Records of Volusia County, Florida	26	14	31
All South of State Road 40 LESS NE-1/4 of SE-1/4 and LESS 3.27 acres deeded to Florida Power & Light Company as described in O.R. Book 3106, Page 0661, Public Records of Volusia County, Florida	27	14	31
E 1/2 South of State Road 40 LESS Borrow Pit and Drainage Ditch & LESS parcel sold to Carl Julian as described in O.R. Book 4149, Page 2762, Public Records of Volusia County, Florida	28	14	31
All East of parcel conveyed to Trustees of Internal Improvement Trust Fund, State of Florida, as described in O. R. Book 4265, Page 2081, Public Records of Volusia County, Florida	33	14	31
All	34	14	31
All LESS parcels sold to First Baptist Church of Ormond Beach and Riverbend Community Church, Inc. as described in O. R. Book 3410, Page 0507; O. R. Book 3933, Page 3270; O. R. Book 4090, Page 4160 and O. R. Book 4375, Page 2234, Public Records of Volusia County, Florida	35	14	31
NR-1/4 of SW-1/4 LESS The North 1,069.21 R. (hereof meas. on E/L. thereof) and that part of W-1/4 lying South of Old Road LESS road and LESS parcels sold to First Baptist Church of Ormond Beach and Riverbend Community Church, Inc. as described in O. R. Book 3795, Page 1822; O.R. Book 3835, Page 0468; and O. R. Book 4375, Page 2234, Public Records of Volusia County, Florida	36	14	31

BOOK: 4406  
PAGE: 1378

Best Available Image

EXHIBIT "A" (continued)

DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDL-4  
TO CONSOLIDATED-TOMOKA LAND CO.

Book: 4406  
Page: 1379

DESCRIPTION	SEC.	TWP.	RGE.
LESS the following described parcel in Sections 35 and 36, Township 14 South, Range 31 East: A portion of Sections 35 and 36, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 35; thence South 01°11'7" East, along the East line of said Section 35, 816.00 feet; thence North 87°55'30" East, 1216.52 feet to the Southeast corner of parcel deeded to First Baptist Church of Ormond Beach as recorded in Official Records Book 3795, Page 1822, Public Records of Volusia County, Florida; thence North 01°11'7" West, along the Easterly line of said parcel 581.27 feet to the Northeast corner of said parcel; thence South 74°22'01" East, along the Easterly projection of the Northerly line of said parcel 0.55 feet to a point 45 feet Westerly of the Westerly right of way line of Tymber Creek Road (a 70' right-of-way); thence South 01°24'17" East, and parallel to the said Westerly right of way line, 881.10 feet to the POINT OF BEGINNING; thence continue South 01°24'17" East, along said line parallel to the Westerly right of way line, 1178.68 feet; thence South 87°55'30" West, 1752.28 feet; thence North 13°50'03" West, 1203.86 feet, thence North 87°55'30" East, 2011.42 feet to the POINT OF BEGINNING.			
All	1	15	31
SW-1/4 of NE-1/4 & W 1/2 of SE-1/4 & SW-1/4 & SW-1/4 of NW-1/4	5	15	32
All LESS NE 1/4 of NE 1/4	6	15	32
All	7	15	32
All N and W of LPGA Blvd, LESS NE-1/4 of NE-1/4 & LESS conveyance of sub-station site to Florida Power & Light Company as described in O. R. Book 3859, Page 3723, Public Records of Volusia County, Florida	8	15	32
All West of LPGA Blvd.	17	15	32
All West of LPGA Blvd.	20	15	32

Best Available Image

EXHIBIT "A" (continued)

DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDL-4  
TO CONSOLIDATED-TOMOKA LAND CO.

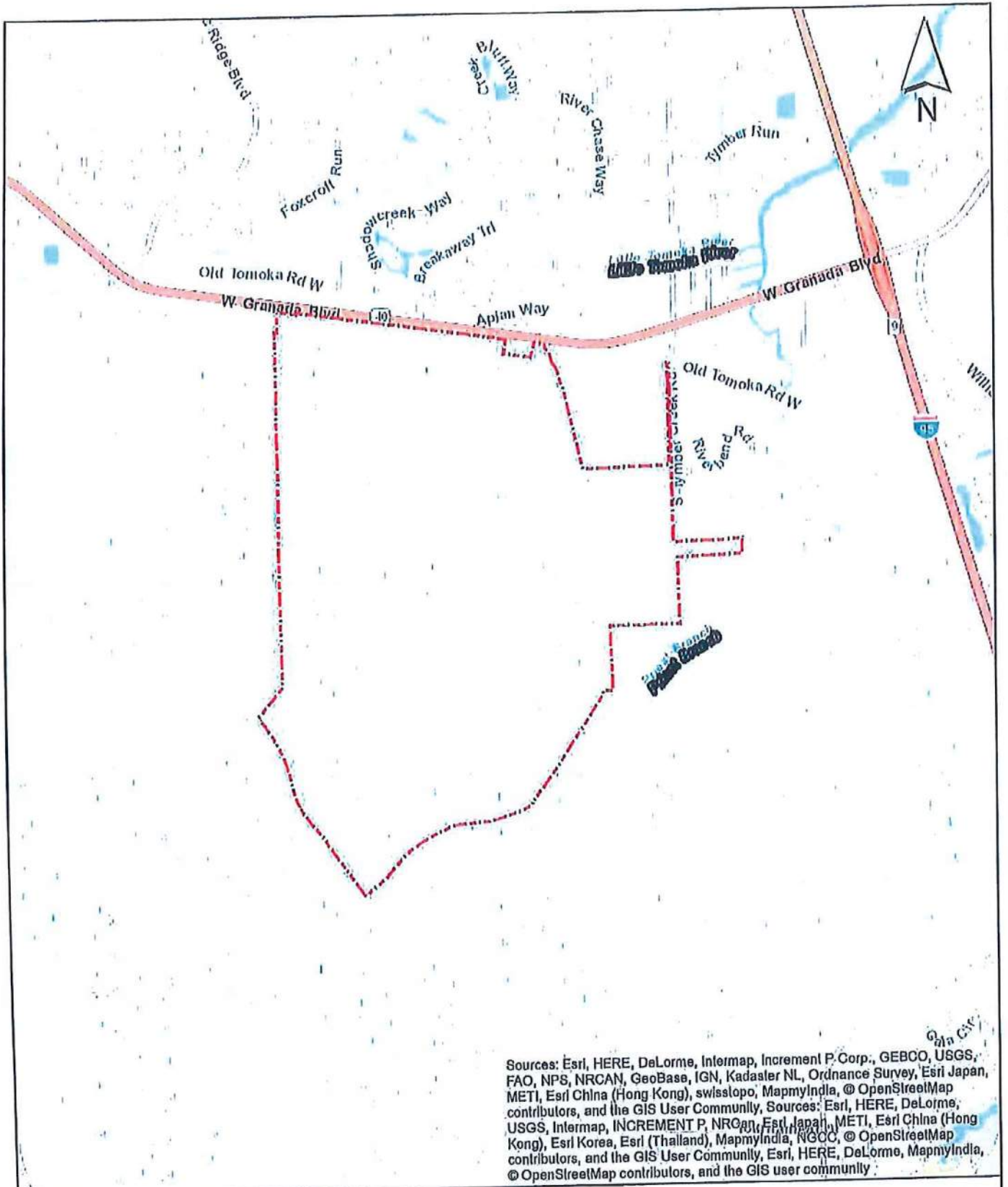
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Page: 1580  
Marie H. Makousak  
Volusia County, Clerk of Court

DESCRIPTION	SEC.	TWP.	RGE.
All West of LPGA Blvd. LESS a triangular parcel in SW-1/4 conveyed to Trustees of Internal Improvement Trust Fund, State of Florida, as described in O. R. Book 4265, Page 2081, Public Records of Volusia County, Florida	29	15	32
N-1/2 lying South and West of LPGA Blvd. LESS parcel conveyed to Trustees of Internal Improvement Trust Fund, State of Florida, as described in O. R. Book 4265, Page 2081, Public Records of Volusia County, Florida	32	15	32

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

clisite/DEED/TRUS.4 -2/18/99

**EXHIBIT "C"**  
**VICINITY MAP**



Sources: Esri, HERE, DeLorme, Intermap, Increment P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community. Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

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 Amendment\Utility Map.mxd  
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**EXHIBIT "C"**  
**Minto Parcel A**  
**Daytona Beach**

**ZEV COHEN**  
 ASSOCIATES, INC.  
 300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482

**EXHIBIT "D"**

**AERIAL PHOTOGRAPHY**



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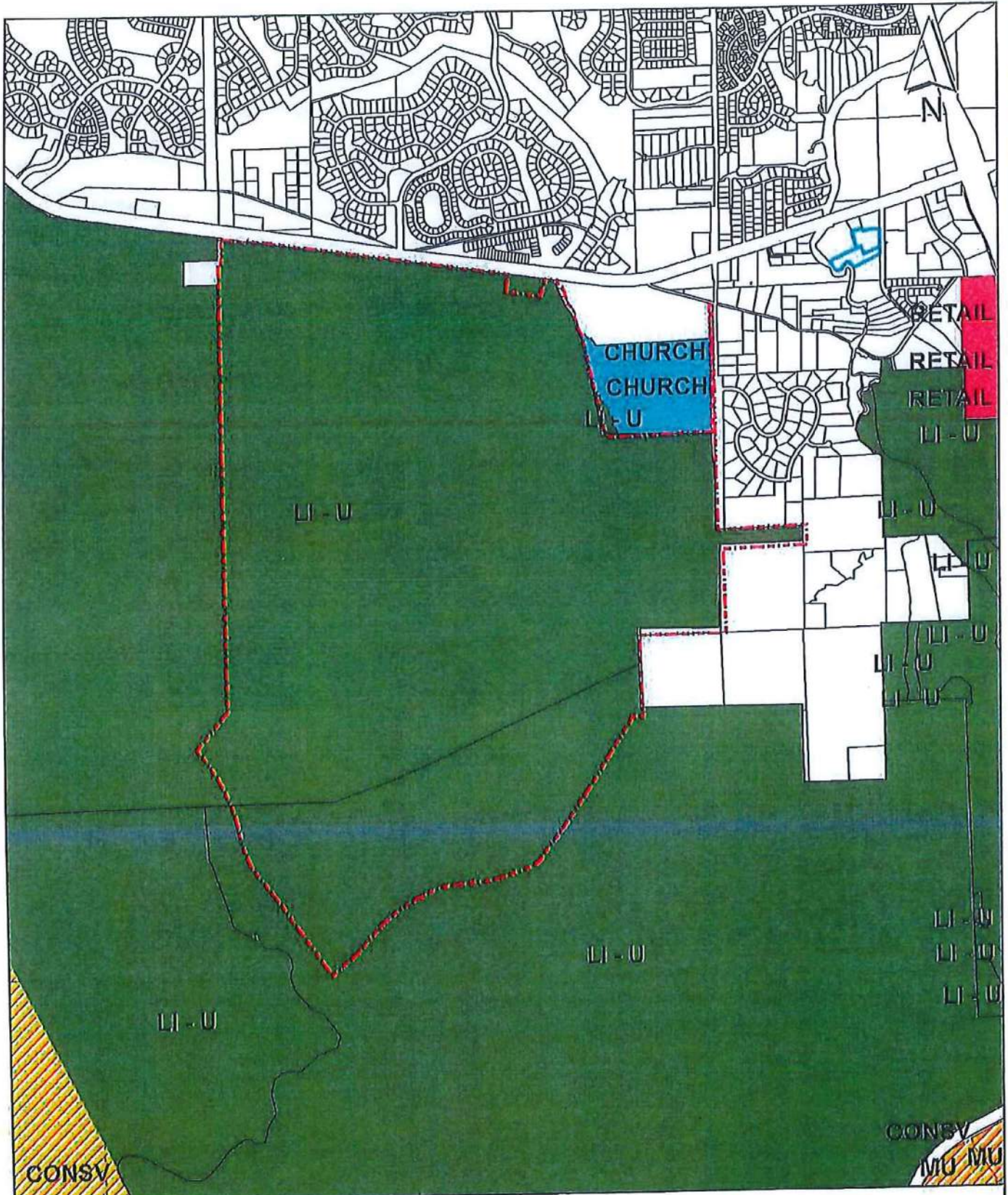
EXHIBIT "D"  
Minto Parcel A  
Daytona Beach

**ZEV COHEN**  
ASSOCIATES INC  
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482



**EXHIBIT "E"**

**EXISTING FUTURE LAND USE MAP**



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EXHIBIT "E"  
Minto Parcel A  
Daytona Beach

**ZEV COHEN**  
ASSOCIATES INC  
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482

**EXHIBIT "F"**

**EXISTING ZONING MAP**

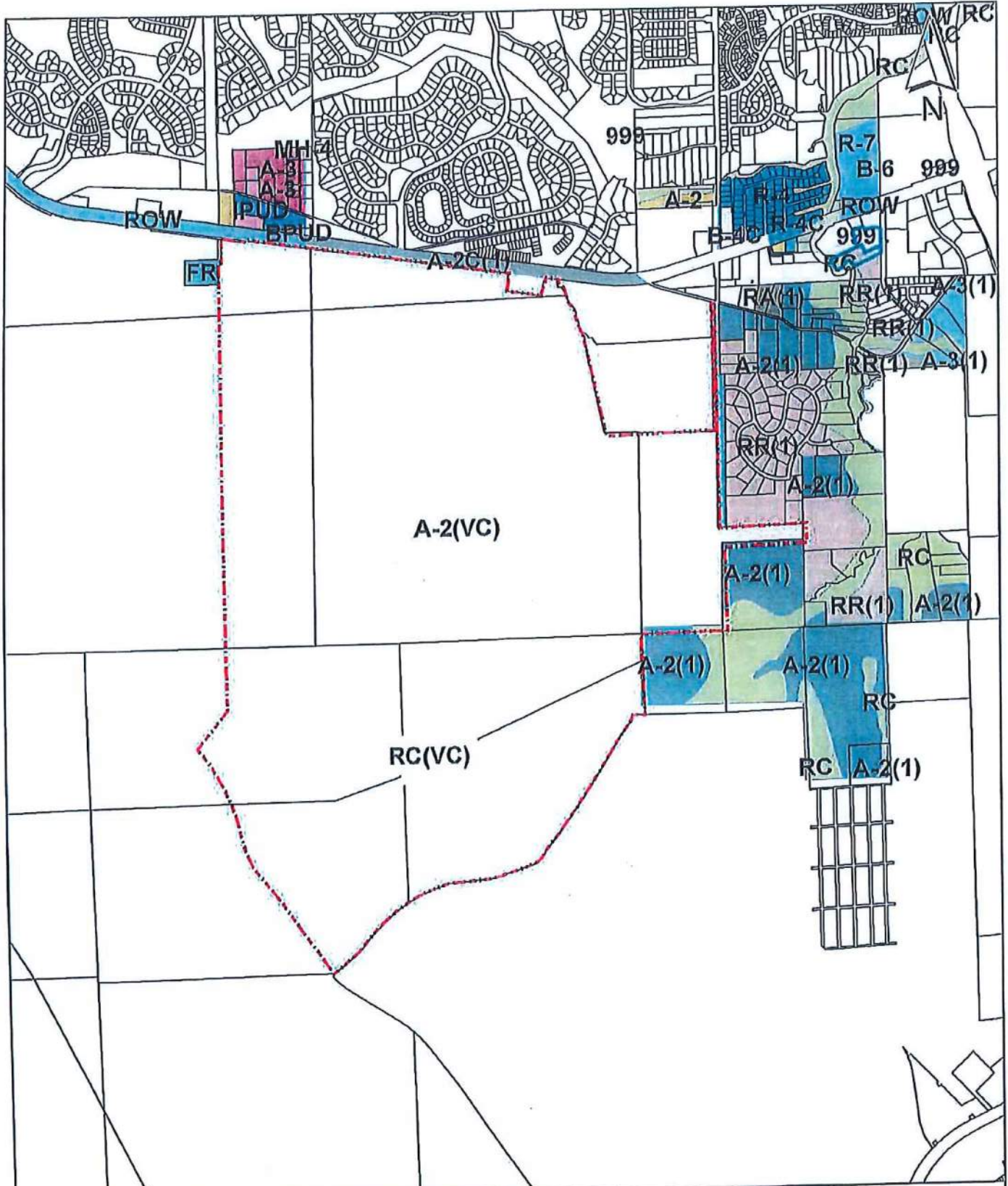
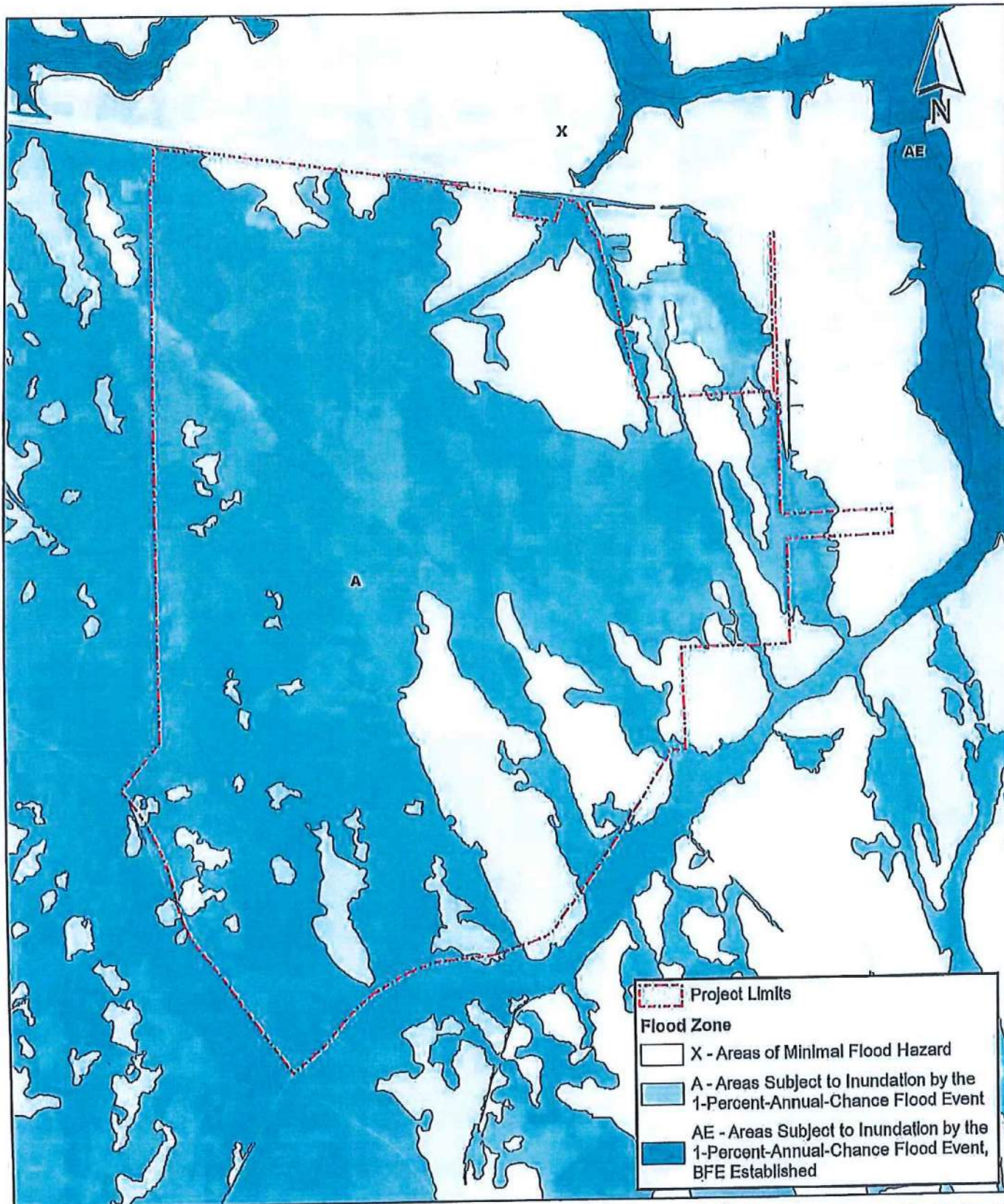


EXHIBIT "F"  
Minto Parcel A  
Daytona Beach

**ZEV COHEN**  
ASSOCIATES, INC.  
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482

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**EXHIBIT "G"**  
**FLOOD ZONE MAP**



**Project Limits**

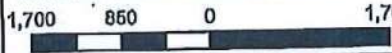
**Flood Zone**

- X - Areas of Minimal Flood Hazard
- A - Areas Subject to Inundation by the 1-Percent-Annual-Chance Flood Event
- AE - Areas Subject to Inundation by the 1-Percent-Annual-Chance Flood Event, BFE Established

Flood Zone Map  
Minto Parcel A  
Daytona Beach, Florida

**ZEVCOHEN**  
ASSOCIATES INC  
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482

Date Saved: 11/16/2017 Created by: as/ak  
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**EXHIBIT "H"**

**LTG TRANSPORTATION MEMORANDUM**



Ref: 4423.11

## TECHNICAL MEMORANDUM

**To:** Robert A. Merrell III, Cobb Cole  
**From:** Matthew West, AICP  
**Subject:** Minto Communities, LLC – Expedited State Review Comprehensive Plan Amendment  
Neighborhood V – Daytona Beach  
**Date:** November 7, 2017

### INTRODUCTION

LTG, Inc. (LTG) has been retained by Minto Communities, LLC. to prepare a traffic analysis in support of an Expedited State Review text amendment to the City of Daytona Beach's Comprehensive Plan. The proposed text amendment will amend the Future Land Use Element Neighborhood V Policies to permit an active adult community on a 1,614-acre site with a corresponding decrease in non-residential development potential. The proposed text amendment will specify uses and development intensity for the property. The subject property is located on the south side of SR 40 (West Granada Boulevard), north of LPGA Boulevard, and west of Interstate 95.

The methodology and procedures used in this analysis are consistent with the guidelines for the City of Daytona Beach, the Florida Department of Transportation (FDOT) and the Department of Economic Opportunity (DEO).

### TRIP GENERATION FOR THE EXISTING VS PROPOSED FLUM DESIGNATION

The trip generation for the maximum development scenarios for both the existing Future Land Use Map (FLUM) designation and associated policies and the proposed text amendment were calculated using the nationally accepted trip generation software, the *TripGen* (10<sup>th</sup> Edition), prepared by the Institute of Transportation Engineers (ITE).

The existing analysis is based on the existing FLUM designation of Low Impact Urban and the respective objectives and policies established for the land uses as outlined in the Future Land Use Element (FLUE) of the City's Comprehensive Plan. According to the FLUE of the City's Comprehensive Plan Low Intensity Urban has a maximum density of 1 (one) dwelling unit per acre. Also, twenty-five percent of the acreage may be developed as non-residential (403.5 ac) with a maximum building coverage of 50 percent. Using these thresholds, the maximum development scenario under the existing FLUM designation is 1,210 dwelling units and 8,755,560 square feet of shopping center development. As indicated in Tables 1 and 2, maximum development of the property under the existing land use would generate 136,133 gross daily and 15,986 gross p.m. peak-hour trips.

Due to the nature of the proposed development, a portion of the trips, known as pass-by trips, will be attracted to the shopping center land use from traffic on adjacent roadways. The pass-by percentage of 34% per the ITE Trip Generation Handbook, 3rd Edition was applied to the shopping land use. The pass-by capture is limited to fourteen (14) percent of the adjacent roadway volume which in this case is West Granada Boulevard. Therefore, the maximum pass-by capture utilized for the p.m. peak-hour is 354 trips and for daily volume it is 4,270 trips based on the 2016 Volusia County counts. As indicated in Tables 1 and 2, the resulting trip generation associated with the existing FLUM designation is 131,863 net new external daily trips and 15,632 net new external p.m. peak-hour trips.



Robert A. Merrell III, Cobb and Cole  
 November 7, 2017  
 Page 2

Next the maximum development potential of the requested text amendment was calculated. As proposed, the maximum number of dwelling units permitted on the property will be 3,250 dwelling units. The associated, proposed PD anticipates age-restricted dwelling units, but for purposes of this analysis the single family detached dwelling unit category was used after consulting the ITE TripGen software (10<sup>th</sup> edition). The remainder of the property will be developed as commercial uses with a maximum limit of 200,000 square feet of building area. These limitations will be included as part of the text amendment to Neighborhood V policies. As indicated in Tables 1 and 2, the proposed development program produces an estimated 35,210 gross vehicle trips daily and 3,780 gross p.m. peak-hour trips.

Consistent with the analysis of the existing FLUM impacts, pass-by capture was calculated for the requested development program. The pass-by percentage of 34% per the ITE Trip Generation Handbook, 3rd Edition was applied to the shopping land use. The pass-by capture is limited to fourteen (14) percent of the adjacent roadway volume which in this case is West Granada Boulevard. Therefore, the maximum pass-by capture utilized for the p.m. peak-hour is 354 trips and for daily volume it is 4,270 trips based on the 2016 Volusia County counts. As indicated in Table 2, the resulting trip generation associated with the proposed text amendment is 31,935 net new external daily trips and 3,471 net new external p.m. peak-hour trips.

**Table 1**  
**Daily Trip Generation Comparison**  
**Minto Communities, LLC – Text Amendment**

Low Intensity Urban	Development Program	ITE Land Use Code	Trip Rate Equation	Quantity	Units	Percent Entering	Percent Exiting	Gross Trips Entering	Gross Trips Exiting	Total Gross Trips	Pass-by Trips	Total New External Trips
Proposed Text Amendment	Single Family Detached Housing	210	$\ln(T) = 0.82\ln(X) + 2.71$	3,250.00	DUs	50%	50%	12,789	12,789	25,670	0	25,578
	Shopping Center	820	$\ln(T) = 0.68\ln(X) + 5.57$	200.00	KSF	50%	50%	4,816	4,816	9,632	3,275	6,357
	<b>Totals</b>								<b>17,605</b>	<b>17,605</b>	<b>35,210</b>	<b>3,275</b>
Existing FLUM Designation	Single Family Detached Housing	210	$\ln(T) = 0.82\ln(X) + 2.71$	1,210.00	DUs	50%	50%	5,153	5,153	10,306	0	10,306
	Shopping Center	820	$\ln(T) = 0.68\ln(X) + 5.57$	8,755.56	KSF	50%	50%	62,913	62,913	125,827	4,270	121,557
	<b>Totals</b>								<b>68,067</b>	<b>68,067</b>	<b>136,133</b>	<b>4,270</b>

<sup>1</sup>FLUE limits non-residential to 50% building coverage. This was conservatively estimated as one-story 0.5 FAR.  
 Source: ITE TripGen software, 10th Edition

Robert A. Merrell III, Cobb and Cole  
 November 7, 2017  
 Page 3

**Table 2**  
**P.M. Peak-hour Trip Generation Comparison**  
**Minto Communities, LLC – Text Amendment**

Low Intensity Urban	Development Program	ITE Land Use Code	Trip Rate Equation	Quantity	Units	Percent Entering	Percent Exiting	Gross Trips Entering	Gross Trips Exiting	Total Gross Trips	Pass-by Trips	New External Trips	
Proposed Text Amendment	Single Family Detached Housing	210	$\ln(T)=0.96\ln(X)+0.20$	3,250.00	DUs	63%	37%	1,810	1,083	2,073	0	2,073	
	Shopping Center	820	$\ln(T)=0.74\ln(X)+2.89$	200.00	KSF	46%	52%	436	472	908	309	599	
	<b>Totals</b>									<b>2,245</b>	<b>1,535</b>	<b>3,780</b>	<b>309</b>
Existing FLUM Designation	Single Family Detached Housing	210	$\ln(T)=0.96\ln(X)+0.20$	1,210.00	DUs	63%	37%	701	412	1,113	0	1,113	
	Shopping Center	820	$\ln(T)=0.74\ln(X)+2.89$	8,755.56	KSF	46%	52%	7,139	7,734	14,873	354	14,519	
	<b>Totals</b>									<b>7,840</b>	<b>8,146</b>	<b>15,986</b>	<b>354</b>


<sup>1</sup>FLUE limits non-residential to 50% building coverage. This was conservatively estimated as one-story 0.5 FAR.  
 Source: ITE TripGen software, 10th Edition

The net change between the proposed text amendment and the existing future land use designation are determined as the trips generated by the Existing FLUM subtracted from the trips generated by the proposed development program (text policies). The proposed development program will reduce the potential net daily trips by 99,928 with a corresponding reduction of peak-hour trips of 12,161 when compared to the existing FLUM impacts.

**CONCLUSION**

The study was conducted to evaluate the impact the proposed Comprehensive Plan Amendment would have on area roadways. Since the proposed text amendment to the Neighborhood V policies limits the amount of potential commercial uses far below the currently adopted policies, there will be no net increase in traffic over what is currently allowed by the City's Comprehensive Plan. Therefore, this Comprehensive Plan Amendment is recommended for adoption. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

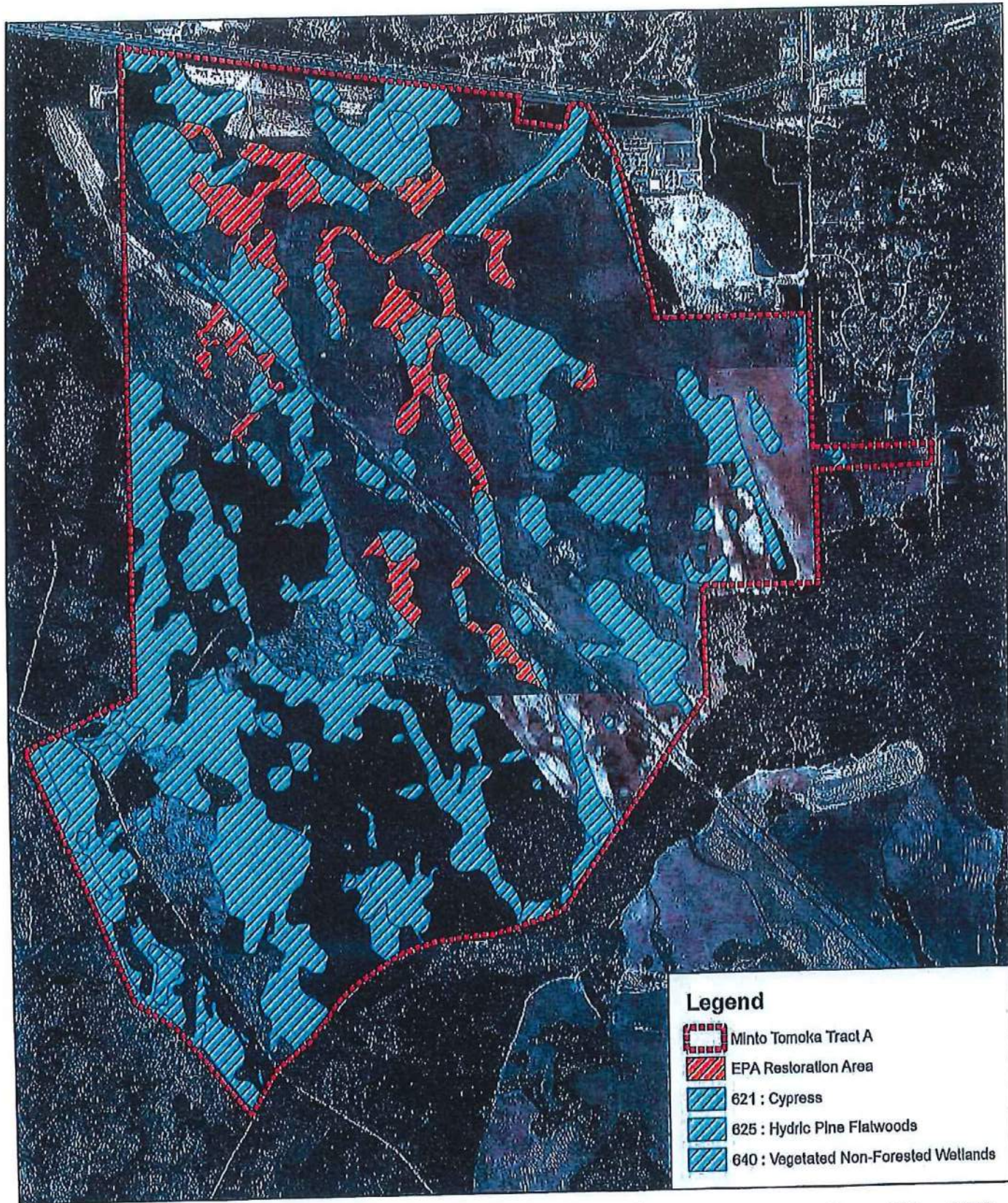
I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West, AICP  
 Signature:   
 Date: November 7, 2017



**EXHIBIT "I"**

**SURFACE WATER & WETLANDS**




**Legend**

-  Minto Tomoka Tract A
-  EPA Restoration Area
-  621 : Cypress
-  625 : Hydric Pine Flatwoods
-  640 : Vegetated Non-Forested Wetlands

Minto Tomoka Tract A  
Volusia County, Florida  
Figure 7  
Wetland Estimation Map

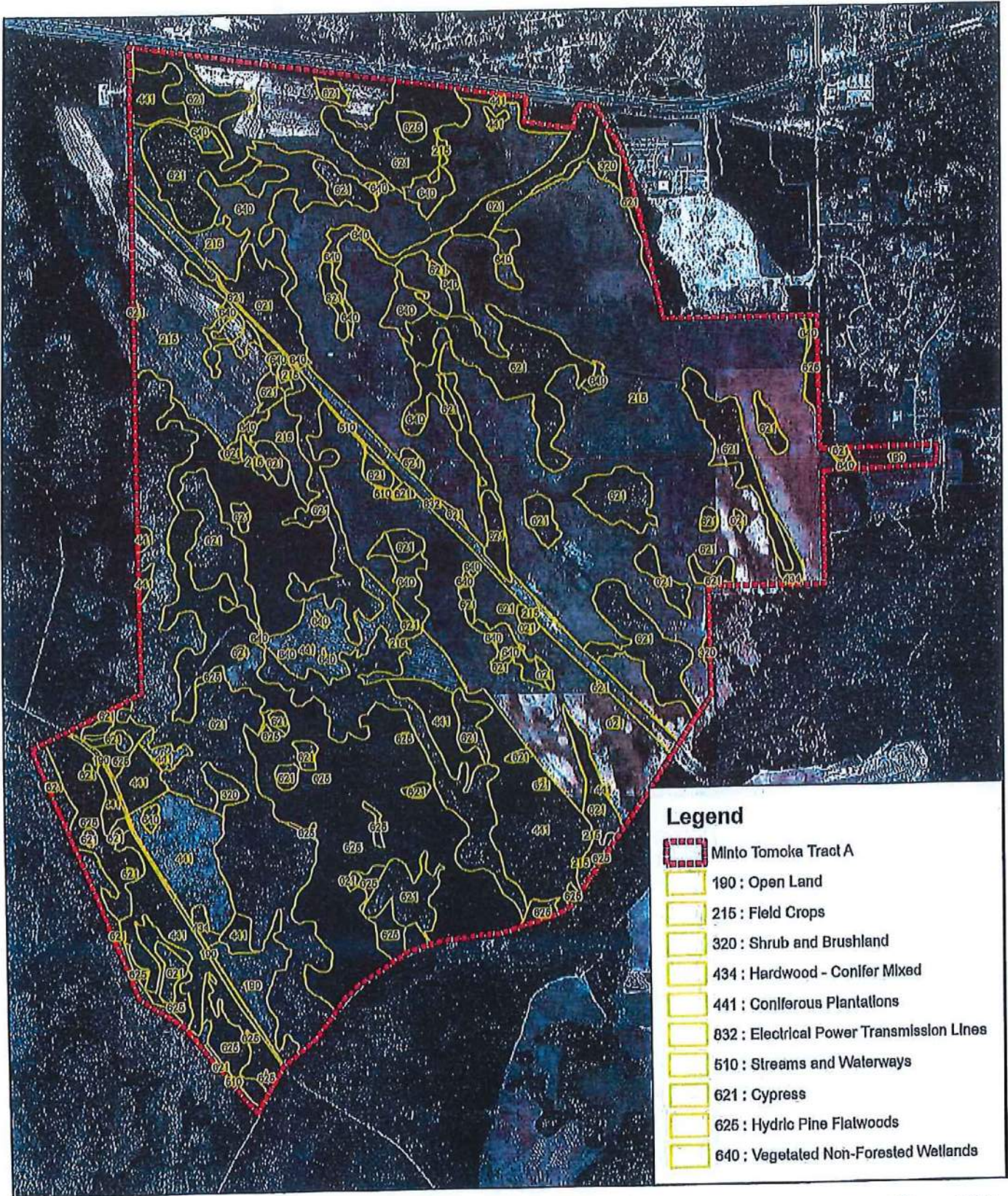
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Project #: 756-03  
Produced By: DPH  
Date: 8/25/2016



**Bio-Tech Consulting Inc.**  
Environmental and Permitting Services  
2002 E. Robinson St. Orlando, FL 32803  
Ph: 407-894-5969 Fax: 407-894-5970  
www.bio-techconsulting.com

**EXHIBIT "J"**

**VEGETATIVE COVER**



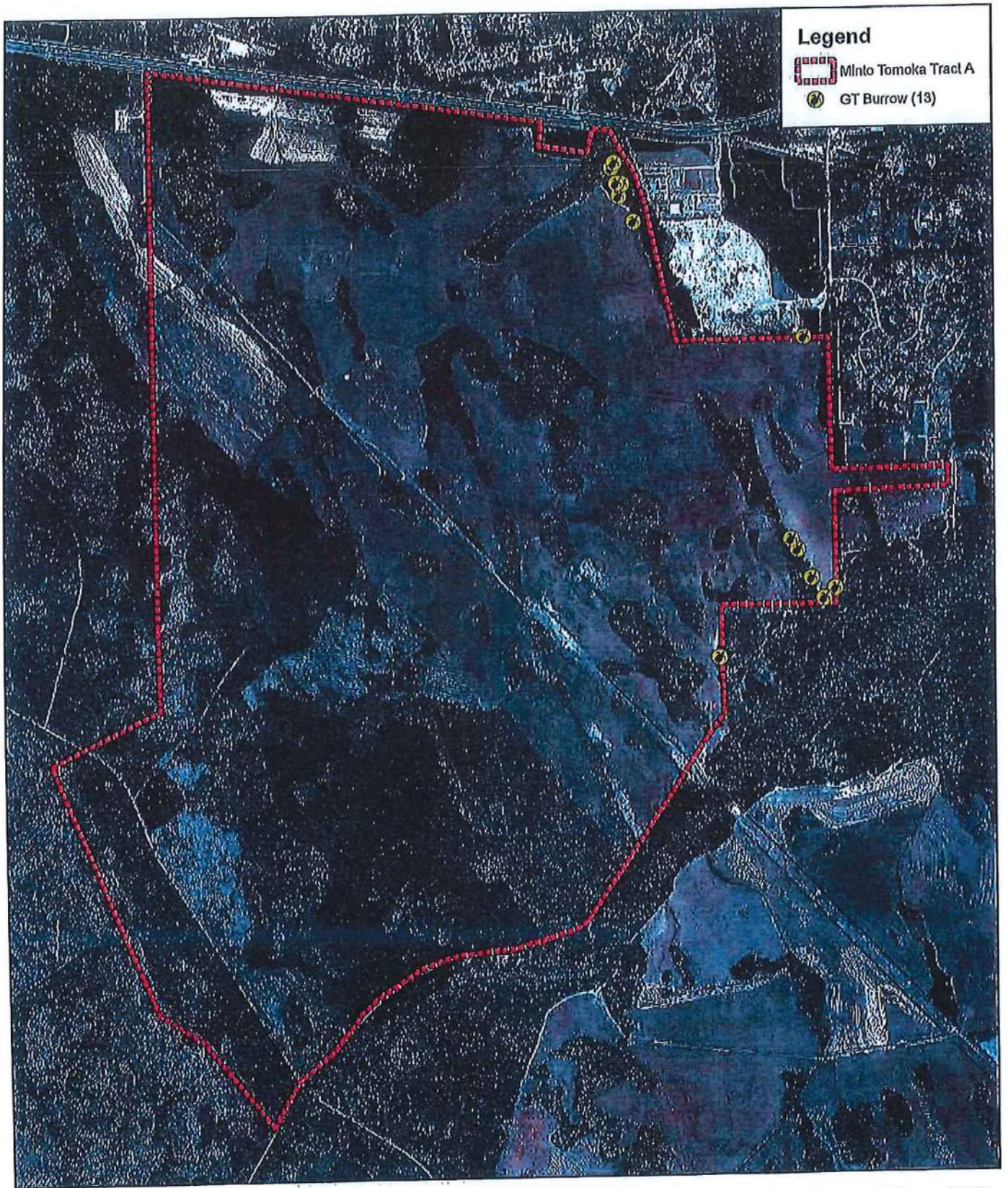
**Bio-Tech Consulting Inc.**  
 Environmental and Permitting Services  
 2002 E. Robinson St. Orlando, FL 32803  
 Ph: 407-894-5969 Fax: 407-894-5970  
 www.bio-techconsulting.com

Minto Tomoka Tract A  
 Volusia County, Florida  
 Figure 5  
 FLUCFCS Map

0 875 1,750 Feet  
 Project #: 756-03  
 Produced By: DPH  
 Date: 8/25/2016



**EXHIBIT "K"**  
**WILDLIFE MAP**



**Blo-Tech Consulting Inc.**  
Environmental and Permitting Services  
2002 E. Robinson St. Orlando, FL 32803  
Ph: 407-894-5969 Fax: 407-894-5970  
www.blo-techconsulting.com

Minto Tomoka Tract A  
Volusia County, Florida  
Figure 6  
Wildlife Survey Map



0 875 1,750 Feet

Project #: 756-03  
Produced By: DPH  
Date: 8/24/2016



**EXHIBIT "L"**

**PROPOSED AMENDMENT TO ISSUE (n)**

**(n) Issue:** As identified by Policy 2.2.7 of the Future Land Use Element, the 4,318 acre property depicted on Exhibit m-1 is located within a designated urban area of the City and has frontage along major roads including LPGA Boulevard, SR 40, and I-95. The property is adjacent to the City of Ormond Beach which abuts the north side of SR 40 and part of the southwest quadrant of the I-95 interchange. Recognizing that SR 40 must accommodate regional trips and local trips within and between both municipalities and unincorporated portions of Volusia County, and has had historic LOS issues and is expected to continue to have such issues, the City shall demonstrate a commitment to limiting impacts to the SR 40 link between Tymber Creek Road and I-95 by working with adjacent jurisdictions, FDOT, and the MPO to plan for alternative corridors. (Ordinance #10-281)

The City will require that development of this area shall achieve efficient use of land and reduced infrastructure costs. The current residential density on portions of the property of one dwelling unit per one or more gross acres is inconsistent with urban development patterns and is inappropriate for lands within a City with central water and sewer. In addition, development will not occur instantaneously over the 4,318 acres, but rather will be developed at a rate determined by real market demand in compliance with the following development regulations. The following policies are intended to ensure that adequate infrastructure is provided in a manner timed to development and that the site is developed in a compact and contiguous manner so as to discourage urban sprawl, and that development methods compatible with adjacent uses and ecologically sensitive areas are utilized. The property shall be developed as one or more Planned Unit Developments and be restricted by the following policies and development standards:

**(1) Policy:** The future land uses of the 4,318 acres are Mixed Use, Low Intensity Urban (LIU) and Potentially Environmentally Sensitive (PES) as illustrated on the City's Official Future Land Use Map.

**(2) Policy:** Current densities and intensities for the planning area shall be based upon existing maximum development yield of the entire 4,318 acres. Therefore, at this time, density and intensity shall not exceed 2,539 units and 3,319,688 square feet of nonresidential. Schools, police stations and fire stations are not included in this maximum square footage threshold. To encourage growth in proximity to currently urbanized areas, residential development shall be directed to those areas labeled A and B depicted on Exhibit m-2. Notwithstanding the overall density limitations of this policy, the density of Parcel 1, as identified in Exhibit 1 attached to DEV2017-132, area B shall not exceed a gross density of 2363073110285 dwelling units per acre (DU/Acre) be dictated by that language in Issue (p), Policies (1) and (2) of this Neighborhood V, the remainder of area B shall not exceed a gross density of 2.0 dwelling units per acre (DU/Acre), and Area A designated as Mixed Use shall not exceed a gross density of 20 DU/Acre. Clustering of residential units shall be required. Notwithstanding the overall intensity limitations of this policy, non-residential uses shall not exceed 22.5% of the total acres and shall not exceed a floor area ratio of 0.3.

**(3) Policy:** The existing residential entitlements of the amendment area labeled C on exhibit m-2 are therefore transferred to areas A and B and the existing residential entitlements of the entire amendment area shall be developed on areas A and B. Area C may obtain additional residential development rights in the future through the City's Comprehensive Planning Process.

**(4) Policy:** Portions of the area labeled as area C on Exhibit m-2 were previously designated as Urban Transition (426 acres) and Low Intensity Urban (1,027 acres) with a Neighborhood V Policy allowing a density of 2 DU's/acre and restricting nonresidential uses to 22.5% of the total acres and a maximum floor area ratio of 0.3. This request reallocates all residential and a portion of the non-residential entitlements from area C to areas A and B. At such time as need is demonstrated and other justification is provided, the City may consider increasing the residential and non-residential entitlements within the parameters of these land use categories and other categories.

**(5) Policy:** It is anticipated that development of the preferred development areas will likely originate along SR 40 with non-residential development intended to serve the existing residential on the north side of SR 40 and future residential to the south. While it is impossible to predict the final development timeline for the subject parcels, it is anticipated based on market conditions that initial development will be non-residential in nature and developer will ensure that there is sufficient non-residential development to support job creation and adequate commercial services for the planned residential development as it occurs over time.

**(6) Policy:** The applicant shall reduce the impact on SR 40 by limiting the amount of retail development within 3000 linear feet of SR 40 to 653,400 square feet.

**(7) Policy:** Construction of Tymber Creek Road shall be solely tied to the development of Parcel 1, the 1,287 +/- acre property, which is within area B of the 4,318 acres. The developer of Parcel 1 shall complete construction of Tymber Creek Road to the extent that it is required to provide access to the development, but shall not be required to connect Tymber Creek Road to S.R. 40, as contemplated by the Right-of-Way Agreement Tymber Creek Road and Tournament Drive as recorded in Volusia County Records Book \_\_\_\_\_, Page \_\_\_\_\_. (the "Roads Agreement")~~No development orders shall be approved beyond 10,086 trips on the subject property unless either the Stagecoach Road or Tymber Creek Road extension from SR 40 to LPGA Blvd has been constructed. No development order shall be approved beyond 20,000 trips on the subject property unless both Stagecoach Road and Tymber Creek Road extensions have been constructed. The developer shall coordinate the construction of these roads with Votran to help facilitate stops. Parcel 1~~ However, the owner of Parcel 1 shall be required to dedicate a 130' right-of-way to allow the connection of Tymber Creek Road, to the extent that they control such property, as would be required for the connection. Developer shall waive the right to receive impact fee credits related to the Tymber Creek Road right-of-way dedication.

~~The construction~~The Owners of the remainder of the 4,318 acres outside of Parcel 1 shall dedicate, a 1200' wide right-of-way for Tournament Drive a \_\_\_\_\_' right of way for to the extent said owners own or control the right-of-way as shown on Eexhibits "\_\_\_\_\_"B, attached to the Roads Agreement, and shall waive the right to receive impact fee credits related to the dedication.; ~~shall be the shared responsibility of the subject property, except that the owner/developer of the \_\_\_\_\_ acre Parcel 1 shall in no way be responsible for either roadway.~~

Dedication of any right-of-way addressed above shall be triggered by the review and approval of engineering plans for the construction of the road for which the right-of-way is

intended to be dedicated. Said owner or developer shall have 60 days from the approval of the engineering plans to dedicate said right-of-way.

**(8) Policy:** As referenced in the adopted development agreement between the applicant and Volusia County, executed on ~~December 28, 2005~~ \_\_\_\_\_, 2018, the applicant shall set aside sufficient rights-of-way for roadways and related retention areas for Tymber Creek Road, ~~Hand Avenue, and Stagecoach Road~~. Dedication of rights-of-way for retention areas related to Tournament Drive, by those property owners owning or controlling land pertinent thereto, shall dedicate that land to provide the necessary facilities. However, dedication of retention areas on the property shown on Exhibit "C", as attached to the Roads Agreement, shall be limited to those areas identified for dedication on the same exhibit.

**(9) Policy:** The developer will have a School Planning Capacity Enhancement Agreement in place by the time the new residential units exceed existing entitlements of 2,539 units. However, in the event that development of any of the 4,318 acres is age restricted, and the associated exemption is approved by the School Board, a School Planning Capacity Enhancement Agreement shall not be required for that portion of the 4,318 acres that is age restricted.

**(10) Policy:** At such time as the City of Daytona Beach desires to construct a public facility on the subject property, land owner or developer will provide a developable and accessible up to five (5) acre site subject to the applicable impact fee credits as provided by law. The land owner or developer will work with the City to locate a mutually acceptable site on the subject property. Until such time as the City of Daytona Beach desires to construct a fire station or other public facility which will serve the subject property, the property can be served via SR 40 by City of Daytona Beach Fire station #7 and by the City of Ormond Beach and Volusia County Fire Stations per the existing Interlocal First Responder Agreement.

**(11) Policy:** Parcel 1, as identified in Policy (2) herein, shall not be subject to the dedication requirements of Issue(n) Policy (10) above. However, 2.5 acres of Parcel 1, the location of which shall be agreed upon by the land owner or developer and City, shall be dedicated to the City for use as a fire station. The land owner or developer shall dedicate the 2.5 acres upon completion of the roadway that will provide access to the 2.5 acres and approval of the City's site plans for the fire station. Dedication of the 2.5 acres shall be subject to the applicable impact fee credits as provided by law.

**(12) Policy:** Water and sewer service shall be provided to the subject property in accordance with the City of Daytona Beach and the City of Ormond Beach Interlocal Wholesale Water and Wastewater Service Area Agreement. The City of Ormond Beach shall provide water and sewer as the wholesale provider to the portions of the subject site that are within its service area. If the City of Ormond Beach is unable to provide service, the City of Daytona Beach shall provide water and sewer service.

**(13) Policy:** Prior to approval of any site plan or subdivision plan, the applicant shall provide a master utility plan that identifies the potential location of utilities for that particular development

area. The plan shall demonstrate that the service lines are appropriately sized and located. The utility master plan shall also include reuse water lines.

**(143) Policy:** Recognizing that SR 40 has had historic LOS issues from multijurisdictional sources and will continue to have such issues, further land use amendments or development orders by the City within neighborhood V will demonstrate a commitment of the City, landowners, and developers to limit impacts (in the short term and long term) to the SR 40 link between Tymber Creek Road and Interstate 95. Such demonstration may include one or more of the following:

- Assisting in the funding of studies that plan for alternative corridors to relieve SR 40, particularly the Hand Avenue Extension
- Assisting in providing alternative corridors
- Requiring a land use mix that encourages trip capture
- Coordinating with VOTRAN and other mass transit entities in processing development applications
- Requiring multi-modal design features in development design including bike lanes, pedestrian paths and/or bus stops
- The landowner and its successors in title agree to work cooperatively with the City during the development review process to assure that adequate sites for municipal services (e.g., fire, police, etc.) are appropriately located.

**(154) Policy:** The City shall continue to participate in intergovernmental coordination activities with FDOT, the MPO, Volusia County and/or the City of Ormond Beach and in subsequent planning of roadway improvements that may be associated with the development of neighborhood V. To contribute to the resolution of roadway capacity issues on SR 40 (which is not within the corporate limits of the City), ~~the City shall not allow development within neighborhood V to proceed, beyond the development thresholds indicated in these policies until the two "reliever" roadways extending southward from SR 40 to LPGA Boulevard (Stagecoach Road and the southerly extension of Tymber Creek Road) are completed as required in policy ?. These improvements are presently shown in the Volusia County 2025 Thoroughfare Map and in the City's Future Traffic Circulation Map. These improvements shall be shown in the City's Capital Improvements Program after 2015, and shall be funded per the terms of the Development Agreement dated December 28 \_\_\_\_\_, 201805 between the land owner and Volusia County entitled "Right of Way Agreement Tymber Creek Road". These improvements may be advanced by earlier funding.~~ In participation with FDOT and other willing partners, the City may further engage in or jointly fund planning activity with respect to extraterritorial alternate corridors that provide further relief to SR 40, including Hand Avenue extension the Tymber Creek Road and Tournament Drive extensions.

**(165) Policy:** In addition to the coordination required under Policy (8), the City shall provide information to Volusia County and FDOT in conjunction with its consideration of approval(s) of Planned Unit Development(s) within neighborhood V, as to the estimated timing of construction, anticipated timing of roadway improvements that will connect to State or County roads, and other proposed roadway improvements to be made or approved by the City that may affect the LOS on County and State roadways.

~~(16) Policy: As referenced in the adopted development agreement between the applicant and Volusia County, executed on December 28, 2005 \_\_\_\_\_, 2018, the applicant shall set aside sufficient rights-of-way for roadways and related retention areas for Tymber Creek Road, Hand Avenue, and Stagecoach Road.~~

(17) **Policy:** Prior to approval of any Planned Unit Development Master Plan, the applicant shall demonstrate the amount of development that may be accommodated without a shortfall in the ability of the City to serve the recreational/park needs of its residents. Any shortfall may be remedied by donation of land, payment of impact fees for recreational purposes, or the provision of such services by others. The applicant shall also provide a recreational/parks master plan that identifies the conceptual location for mini-parks and neighborhood parks prior to development in the area. The plan shall demonstrate that the acreage standards as well as facility standards, as identified by the City's Comprehensive Plan, are sufficient to accommodate the recreational needs of the residents in the area.

(18) **Policy:** To improve the protection of habitat and environmentally sensitive areas of the site, all development shall be required to connect to central water and sewer and reclaimed water. If reclaimed water is not currently available to a particular site, a suitable alternative will be determined by the City.

(19) **Policy:** Lands formerly within the Volusia County Environmental Systems Conservation (ESC) land use category shall be preserved through development techniques including requiring Planned Unit Development rezoning, smart growth techniques, cluster zoning and implementing the City's wetland regulations.

(20) **Policy:** To provide increased protection of ecologically sensitive lands (lands formerly within the NRMA and designated as ESC), these lands shall be designated in the City as Potentially Environmentally Significant (PES) and have their development rights extinguished except for those uses specifically permitted by the City's Comprehensive Plan.

(21) **Policy:** Lands with the PES land use category shall be maintained free of structures or other modification to the natural landscape, except for approved drainage conveyances, thoroughfare crossings, utility crossings, walkways, park benches and similar amenities for public use.

(22) **Policy:** Development applications shall be reviewed by the City to ensure that project design has specifically addressed clustering residential units and buildings to minimize impacts to wetlands, providing a variety of housing choices, encouraging compact development and providing a mix of land uses.

(23) **Policy:** An environmental upland buffer shall be utilized to protect the functional abilities of preserved wetlands. The landward extent of the buffer shall be consistent with the wetland buffer requirements of the St. Johns River Water Management District and or the USACOE.

(24) **Policy:** A fifty (50') foot Scenic setback shall be required along SR 40 (Granada Blvd.). The setback shall contain landscape planting in accordance with Article 16, Section 4 of the City of

Daytona Beach Land Development Code or the article that is in place at the time of development approval.

**(25) Policy:** A minimum open space requirement of 25% of site uplands in the Low Intensity Urban (LIU) category shall be required. This shall include 10% of the site uplands in the form of a contiguous upland buffer along the western property line adjacent to the Tiger Bay State Forest. Land retained as open space shall be suitable for habitat protection.

**(26) Policy:** Development shall be required to use Florida Friendly landscaping.

**(27) Policy:** The design of stormwater treatment systems should ensure that the predevelopment volume and natural fluctuation of runoff into wetlands are maintained. This shall be reviewed during site plan review to ensure compliance.

**(28) Policy:** Development applications shall be reviewed to ensure that they comply with the following Sustainable Neighborhood Guidelines:

- Community design shall encourage people to embrace alternative modes of transportation such as walking, bicycling and taking the bus. This shall be achieved through compact design, a mix of land uses, and as determined by the City, the provision of bike paths/lanes.
- Shade shall be provided in the form of tree canopy or man-made structures to promote walkability along arterials and collectors by providing relief from direct sunlight.
- Sidewalk connections will be provided between residential areas, retail centers and public destination points such as libraries, schools and parks.
- Safely lit sidewalks with physical separation from adjacent roadways (via curbing or otherwise adequate spatial separation) shall be provided to encourage nighttime use.
- Lots shall be created so that driveways and buildings are located above the 100 year flood plain. If necessary, compensating storage shall be required to mitigate impacts to the floodplain. (Ordinance #10-281)