



A G E N D A
ORMOND BEACH PLANNING BOARD
Regular Meeting

November 13, 2014

7:00 PM

City Commission Chambers

22 South Beach Street

Ormond Beach, FL

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND CITY COMMISSION MEETINGS OR ANY OTHER BOARD OR COMMITTEE MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

- I. ROLL CALL**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. NOTICE REGARDING ADJOURNMENT**

THE PLANNING BOARD WILL NOT HEAR NEW ITEMS AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

- V. APPROVAL OF THE MINUTES: October 9, 2014**
- VI. PLANNING DIRECTOR'S REPORT**
- VII. PUBLIC HEARINGS**

A. LUPA 15-008: Interlocal Service Boundary Agreement Comprehensive Plan Amendment

This is an administrative request to amend the City of Ormond Beach Comprehensive Plan's Future Land Use Future Land Use Map to implement the terms of the Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended.

B. LUPA 14-079: 815, 855, 915, and 935 Ocean Shore Boulevard Condominium Associations, Small Scale Comprehensive Plan Amendment

The applicant has requested that this item be continued to February 2015.

C. RZ 14-080: 815, 855, 915, and 935 Ocean Shore Boulevard Condominium Associations, Amendment to Official Zoning Map

The applicant has requested that this item be continued to February 2015.

VIII. OTHER BUSINESS

IX. MEMBER COMMENTS

X. ADJOURNMENT

M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

October 9, 2014

7:00 PM

City Commission Chambers

22 South Beach Street
Ormond Beach, FL 32174

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I. ROLL CALL

Members Present

Pat Behnke
Harold Briley, Vice Chair
Lewis Heaster
Al Jorczak
Rita Press
Doug Wigley
Doug Thomas, Chairman

Staff Present

Ric Goss, AICP, Planning Director
Steven Spraker, AICP, Senior Planner
Becky Weedo, AICP, Senior Planner
Randy Hayes, City Attorney
Melanie Nagel, Recording Technician

II. INVOCATION

Mr. Doug Wigley led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

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V. MINUTES

July 10, 2014

Mr. Briley moved to approve the July 10, 2014 Minutes. Mr. Heaster seconded the motion. Vote was called, and the motion unanimously approved.

VI. PLANNING DIRECTOR'S REPORT

None.

VII. PUBLIC HEARINGS

A. **LUPA 14-133: Interlocal Service Boundary Agreement Comprehensive Plan Amendment**

Ms. Becky Weedo, Senior Planner, City of Ormond Beach, stated this is an administrative request to amend the City of Ormond Beach Comp Plan's Future Land Use and Intergovernmental Coordination Elements, and amend the future Land Use Map to implement the terms of the Interlocal Service Boundary Agreement (ISBA). Ms. Weedo explained the background of the agreement, future action to be taken, and presented the staff report. Ms. Weedo clarified that this is not a development plan. There are several other steps that a land owner will need to go through to develop or re-develop an existing site, which includes zoning and site plan review, which will be in accordance with the city's Land Development Code. Ms. Weedo stated staff is recommending approval of the amendment.

Mr. Briley questioned if any existing uses within the service area, with the exception of just a few, are grandfathered in until they make changes or have redevelopment of the property. Ms. Weedo explained that if they have a use that is a legal non-conforming use, it will be treated as such. Mr. Briley stated that uses that are not event-type uses, and are permitted non-conforming, will be allowed to continue until such time that it ceases to continue.

Ms. Press commented that she knows this agreement has enormous benefits for the City of Ormond Beach, but she is wondering what the benefits are for the county, that they agreed to all of this. Ms. Weedo explained that it is just good planning, since there is already a utility area established since 1991, and basically it is all just moving forward.

Mr. Spencer Karbin, 1138½ Roberts St, spoke to Ms. Weedo last week, and he wants to know why we are going through all of this, if nothing is going to change. Chairman Thomas explained to Mr. Karbin that since he is in the unincorporated area of Ormond Beach, nothing is going to change with his property. Mr. Karbin again asked why the change is being made. Ms. Weedo stated that it depends on what he means by change. Everything that is already in the county has their existing county designations, and the city will start doing coordinated planning with the county.

Mr. Goss, Planning Director, City of Ormond Beach, explained that the city has been involved with US 1 since way back in the seventies, and it has always been the vision of the city to have all of US 1 within the City of Ormond Beach. With the approval of Ormond Crossings, the zoning, the platting, designing the bridge to go over the railroad tracks, there have been a number of uses the county has approved in the corridor that do not meet the vision of the City of Ormond Beach. One use that was annexed in was supposed to be a nightclub and ended up being an adult use, and it's no longer there. Another use that the county approved was allowing an Outlaws bike club. That is not even allowed in an industrial land use or zoning, and yet it's there, approved by the county. The city has some major concerns with regard to the stewardship that the county did not exercise with regards to the US 1

corridor. The US 1 corridor is not in great shape, it's deteriorating in a number of places, and most of those places are in unincorporated Volusia County. There are empty gas stations, underutilized properties, the city is looking for Brownfield grant money to clean up some of the properties, and the city is looking to establish some kind of Community Redevelopment Area corridor studies to improve the corridor. For all of these reasons, the city wants to take over jurisdiction of the unincorporated areas to ensure that when those unincorporated areas actually develop, or re-develop, they develop according to the vision that the City Commission has established in numerous plans for that area.

Mr. Goss continued that by policy, the city is annexing property in, and giving it a very similar land use, so we are holding people harmless by giving them the same type of land use that they have in the county. The real regulatory piece is in the zoning and in the land development code, and then implementing those codes the way they're supposed to be implemented.

Mr. Karbin questioned if this meant there would be no development in the red zone. Mr. Goss explained that there would be development there whether it was unincorporated or in the City of Ormond Beach. The question will be how it's going to be developed. Mr. Karbin then asked if they would have a chance to know about what is being developed. Mr. Goss stated there would be a number of public hearings with regard to any development.

Mr. Briley asked if there is an existing use in the US 1 corridor, by this agreement, if they don't change their use, they can be there forever. Mr. Goss replied that is correct, they would be legal non-conforming. But, if they come in to redevelop or to tear down and start new, they will be under the City of Ormond Beach codes and ordinances.

City Attorney Randy Hayes stated that the purpose of the Interlocal Agreement is to improve the planning components for the delivery of governmental services – everything from transportation to utilities. If you look at the zoning map now, a lot of the properties are in the county, and some are in the city. The problem is, this results in inefficiency in the delivery of services. Does the county provide them, or does the city provide them? The agreement is structured to improve the efficiency and delivery of services.

City Attorney Hayes continued that if there is a legal conforming use in the county, and under the MSA it continues to be a legal conforming use under the city standards, then it will continue as a legal conforming use. If it is a legal conforming use in the county, but under the city's MSA it would be rendered non-conforming, it can continue as a legal non-conforming use. Once the Interlocal Agreement was approved, the next step in the process is to do the comp plan amendments. Once foundation elements are taken care of, if a property owner within the MSA wants to develop or re-develop a property, then the city's regulations will apply. During that process there will be additional public hearings to address any concerns.

Ms. Harriet Finkle stated that areas under the county jurisdiction, until they redevelop, could remain under the county for years. Why isn't there a benefit for Ormond Beach to annex this entire area? City Attorney Hayes gave some background information, stating the first agreement between the county and city in 1991, whereby the city was given authority by the county to provide sewer and

water services to properties along the corridor. Under the city's policy, they will provide water and sewer services to properties outside the city boundaries, but the property must come into the city limits. In order to bring a property into the city limits, it must be contiguous to other city properties. Properties that are in the unincorporated county, but do not receive water and sewer from the city, will not be forcibly annexed into the city, unless they want to be annexed.

Ms. Finkle stated that where her property line is, she is right next to an area that could be developed, and is worried that a strip mall could go right behind her. City Attorney Hayes stated that he didn't know what Ms. Finkle's property is zoned, but the land could be developed by anybody, whether it's in the county or the city. City Attorney Hayes would suspect that the county's development standards are a bit looser than the city's are, but what the city is trying to do through this process is to provide a zoning and land use category that is similar to what it has now in the county.

Mr. Dennis Weeks, 159 Warwick Ave, stated he owns property in the red zone, and he wants to know more about water hook-up and trash pick-up, and what the city is going to do for them. Mr. Weeks wants to know how much it is going to cost to get water. Mr. Goss stated that people who live in the county and want water and sewer from the city are paying 150% of what the cost is. If they are in the city, they pay 100%. So they will save 50% by annexing into the city. Also, the tax rates are much lower in the city, than in the county. Homeowners need to look at the total costs and savings if they want to annex in. Typically, they save money by annexing.

Mr. Harley Hoffman, president of the Tomoka View Tanglewoods HOA, stated that the development is an enclave in Volusia County, completely surrounded by the City of Ormond Beach. For many years there have been talks and efforts to get incorporated into the city. For one reason or another, it hasn't happened. Mr. Hoffman was wondering if this agreement would let them re-explore the area of getting annexed into the city. City Attorney Hayes explained that the agreement is specific for the MSA area, and does not include or effect Mr. Hoffman's residential subdivision at the moment.

Mr. Charlie Faulkner, 139 Palmetto Ave, Flagler Beach, wanted to know if there are any proposed zoning or land use changes on any properties currently within the city. Ms. Weedo commented that there aren't any proposed land use changes for any of the properties already in the city, within the Interlocal Service Boundary Area. Mr. Faulkner understands that this action doesn't have any plans to change the land uses along US 1 that are already within the city. Chairman Thomas stated that was correct.

Ms. Press thinks this is a great thing for Ormond Beach. Some beautification efforts have already begun on a couple of the median areas toward I-95.

Mr. Jorczak commented that the final adoption of this process is going to help immensely with the development of the industrial segment of the Crossings on the north side of the airport. He is absolutely pleased that the process has gotten this far, and would like to commend Peggy Farmer and her group and all of their efforts with beautifying the entrance to the city at the I-95 and US1 corridor.

Mr. Jorczak moved to approve LUPA 14-133 Interlocal Service Boundary Agreement Comprehensive Plan Amendment. Ms. Press seconded the motion. The motion carried unanimously (7-0).

B. LDC 14-130: Personal Service use, addition of beer and wine as a conditional use, Land Development Code Amendment

Mr. Steven Spraker, Senior Planner, City of Ormond Beach, stated this is an applicant initiated Land Development Code amendment for the Personal Services use. The applicant is applying to allow beer and wine in association with personal service. Mr. Spraker explained permitted use, conditional use and special exception which go through Planning Board and City Commission. The goal of this amendment is to take the personal services use and move it from a permitted use to a conditional use as defined in the staff report. Mr. Spraker stated staff is recommending approval of the amendment.

Mr. Heaster asked what exactly is the definition of a Personal Service? Mr. Spraker stated that it defines Personal Service as a beauty parlor, nail salon, barber shop, tanning salon and similar uses.

Ms. Press asked if she were to go to her salon, and she was offered a glass of wine, is that allowed now. Mr. Spraker replied no. Chairman Thomas asked what if he were to bring his own in. Mr. Spraker replied that would basically be bring your own bottle (BYOB), which Land Development Code prohibits.

Mr. Briley asked if businesses would have to get a beer and wine license. Mr. Spraker stated yes, they would have to get a license. Ms. Press asked if there would be a liability for the company if they sell the wine or beer, and then the person goes out in a car in the middle of the day. Mr. Spraker replied that with licenses come liability and responsibility.

Ms. Behnke asked if this was only for beer and wine, consumed on the premises. Mr. Spraker stated that is correct, and it is only during normal business hours, and only a limited percentage of the floor area can be used.

Ms. Press asked if someone can come in to the business and just purchase a beer or glass of wine without using the services. Mr. Spraker noted that the intent of the amendment is to make this part of the personal service, not to establish a bar. Mr. Spraker stated that if there are additional conditions that the Board feels are appropriate and would like added to the amendment, then the applicant can either accept it or not.

Mr. Jorczak asked Mr. Spraker to refresh his memory on what a 2COP license is. Mr. Spraker explained that a 2COP allows a person to consume on premise. It's typical of restaurants that have less than 150 seats. You could have beer and wine at a sub shop and consume on premise.

Mr. Wigley asked about hours of operation, and if someone wanted to keep their nail salon open until 2:00 a.m. they could sell beer and wine until that time. Mr. Spraker stated that is correct and that is how the amendment has been proposed. The Board could establish reasonable conditions, and if they only want to allow this until a certain hour, they can do that.

Mr. Heaster asked if any of the restaurants around are concerned that this might be some competition. Mr. Spraker stated he has not had any objections to the amendment.

Mr. Michael Wood, with Cobb & Cole law firm, representing the applicant, stated that the intent of this amendment is to bring into conformance under the law, what is probably already happening at a lot of salons. His client wants to offer this to their clients, as a higher end service, and they want to do it above board and do it correctly. This is an add-on to an existing use, and is tied to the regular hours of operation of the business.

Mr. Briley asked if this particular salon was a franchise. Mr. Wood stated that the owners operate a salon down in the Pavilion Shopping Center under a different business entity. They have had great success there, and want to come into Ormond Beach. They look to be open in the next 60-90 days, regardless of how this meeting turns out.

Ms. Isabelle King, of Ormond Lakes, asked who is going to regulate this, and who will supervise how well it is being managed. Chairman Thomas stated that it will be the same as any ordinance in Ormond Beach that is not something that is policed, but is complaint driven. Ms. King stated that salons probably do not have any kind of a security system to keep someone from breaking in. Mr. Wigley stated that security would be the property owner's responsibility.

Mr. Wood stated this would need to be licensed by the state under the alcohol license and there are conditions and compliances with that. If a property becomes a nuisance, it jeopardizes the license.

Ms. Press asked Mr. Goss if he knew of any city in Volusia County that allows sales of liquor in salons. Mr. Goss stated that he has not done a survey, but he knows there are a number of salons that serve wine to its customers. If the Board is concerned about the criteria, they can add criteria and limit consumption to the clients, and only when a service is being provided.

Ms. Press stated there is a vast difference between going into a salon and being offered a cup of coffee or some water. Ms. Press doesn't think it should be illegal if someone wants to offer you a beer or a glass of wine. There may be times where they are having cheese and wine and showing new hair styles, and this is fine. But Ms. Press absolutely thinks it is the worse idea to have someone sell beer and wine, and creating a liability with people drinking and then getting into a car.

Ms. Behnke stated that she has been to a lot of businesses where she has been offered a glass of wine. She has never been somewhere they sold it, but if you are offered wine, it is added into the cost of the service. Ms. Behnke thinks that some limits need to be considered. This is all part of doing business, and Ms. Behnke doesn't think it is a terrible idea.

Mr. Heaster is in favor of this and the liability is on the business owner – they have to take that risk upon themselves, and have to insure appropriately. This business is trying to be transparent up front, and legally be allowed to serve it and offer it. Why should we prohibit or hinder it, if we put appropriate guidelines and rules on it.

Mr. Wigley feels that allowing salons to offer beer and wine complimentary, as part of the experience and service, is fine. But, he would not be in favor of allowing the sale of beer and wine in this type of establishment.

Mr. Briley agrees that complimentary situations are fine if the patron is getting a service, but being able to go in and buy beer or wine should not be allowed.

Mr. Jorczak stated that where his wife goes to get her hair done, they offer complimentary wine, but no beer. He feels the way this amendment is currently structured is just opening the door we don't want to go down. Mr. Jorczak does not have a problem with the complimentary drinks, but does not agree that places can have as much as 25% of their floor area where they can sell beer or wine.

Ms. Behnke doesn't think the 25% floor area is needed. If this is going to be offered, it needs to be offered across the board for anyone who wants to provide this kind of service. Ms. Behnke doesn't think it will become a big business. She doesn't have any problem with the concept, just thinks it needs some revisions.

Ms. Press stated again that she does not have a problem with the complimentary drink that is offered to a patron, but is completely against selling them a drink.

Mr. Briley suggested that under Item B, the "sell" portion be removed, stating that it must be complimentary. He would like Item C removed entirely, or Staff come up with a number other than 25%. Mr. Heaster would like to see the limitations left in there, rather than totally remove them.

Ms. Claudia Malo commented that when she goes to get her hair cut, she goes to get her hair cut. She doesn't go to drink. She never heard of anyone drinking while they get their hair done. She thinks you should get your hair cut and then go out for something else.

Mr. Briley would like to adopt this item as proposed, modifying letter B by removing "sell" and putting in complimentary. Mr. Briley feels Item C can be removed all together.

Mr. Wigley asked if the salons wanted to have food with the beer and wine, will this be allowed. Mr. Spraker stated that if they are selling food, they need to get the Dept. of Agriculture involved, other licensing, etc. If the hair salon wants to offer a cheese tray, he doesn't think anyone will have a concern with that. Once again this will be complaint driven and if they are not following the rules, Code Enforcement will get involved.

Ms. Press wondered if it was possible to make a motion that personal services can be allowed to serve complimentary drinks of wine and beer for their customers, eliminating Items C and D.

Chairman Thomas asked Mr. Wood if the intent of this request is to make money off the purchase of alcohol, or is it for the intent of the service of their client. Mr. Wood stated the second point, as an addition to their existing operation. The intent is not to be a line item revenue generator for alcohol.

Chairman Thomas asked if that is the intent of the applicant, would it be feasible, since the Board can put any conditions they want on this use, to put limits to serve not sell, put a limitation on normal business hours, put a limitation on no more than two drinks be served to any one customer, could this be a means of compromise? Mr. Wood stated that the authority is entirely with the Board to do whatever they wish. Mr. Wood further stated that to limit the drinks to complimentary distribution is much better to take to City Commission than nothing whatsoever. Concerns have been raised, and he would rather give it a shot with the changes, rather than saying absolutely not, it can't be considered, we can't do it.

Mr. Wigley stated that as a Planning Board, we can control what businesses offer what services, so we don't have businesses stepping on each other's toes. Are we going to allow a beer and wine place, to open up a nail studio inside their business? We have a responsibility to allow each business to be successful.

Mr. Briley feels that if a business has to buy the 2COP license, which isn't cheap, that there aren't that many businesses that are going to want to put out that kind of money, so that they can serve wine and beer.

Chairman Thomas asked if there were any more comments.

Ms. Press moved to approve LDC 14-130 Personal Service use, with the following changes – allow personal services to be able to offer complimentary beer and wine to their clients. Mr. Hayes stated that Item B should read “The Personal Services use may serve complimentary beer and wine to customers only, during normal business hours.” Item C and D should be deleted. Mr. Wigley seconded the motion. Vote was called, and the motion unanimously approved (7-0).

C. PBD 14-117 1301 West Granada Boulevard, Planned Business Development Rezoning

Mr. Spraker stated this is a request for a Planned Business Development Rezoning at 1301 West Granada Blvd. Mr. Spraker explained the location, orientation, and characteristics of the property, and presented the staff report. Mr. Spraker stated staff is recommending approval of the rezoning.

Mr. Wigley asked Mr. Spraker to repeat the landscape buffer information. Mr. Spraker stated the recommendation that the landscape buffer be 20' the entire length of the property. Mr. Wigley stated that the building would then need to be smaller. Mr. Wigley asked if Staff was recommending a waiver from the concrete wall to PVC vinyl. Mr. Spraker stated no and said that historically Staff has recommended against wall waivers.

Ms. Press asked what the reason is that the developer can't extend the masonry wall all the way back on the property. Mr. Spraker stated that he will let the applicant address that issue.

Mr. Wigley inquired if there would be a right turn only as one exits the property. Mr. Spraker replied correct, that there is a median on Granada Boulevard, so the property is only a right in and right out.

Mr. Heaster asked what the feedback has been from the residential development behind the property. Do they prefer vinyl versus masonry? Mr. Spraker stated that Mr. Hoffman is in attendance, so can address his concerns when he speaks. The Planning Department has not received any calls on this project. The applicant has conducted a neighborhood meeting and met with residents, he has sought counsel, he has restricted the way the drive-thru would operate, and he has worked very hard with the neighbors and tried to deliver a project that would be acceptable to everybody.

Mr. Jorczak asked what would be the impact if the wall were to be another 2' higher, from 6' to 8'. Mr. Spraker explained that an 8' wall could be used as an option, if the Board is inclined to waive the landscape buffer – that could be a trade-off. Mr. Heaster stated that the landscape buffer wouldn't be eliminated, it would just be 13' instead of 20'.

Mr. Paul Holub, applicant, stated that there are no issues extending the wall to the limits of the parking lot. They have vinyl and wood fences at a lot of projects and never had an issue with them. The area at the back of the property will have no commercial activity whatsoever. There are two historic trees that will be preserved, and quite a few other trees along the entire fence line. Neighbors within 600' of the property were notified of the neighborhood meeting, and only two couples showed up for it. Mr. Holub told Mr. Hoffman that if a restaurant went in, with a drive-thru, that they would raise the height of the masonry wall to 8'. They have also agreed that a drive-thru would only have a touch-pad, but not a voice box intercom system.

Mr. Holub addressed taking any area off of the building by saying they already have a floor area ratio limitation on this project, which he believes is the only project that has ever been done this way. Only 12% of the land area can go to the building, so the project is already limited to a 12,000 sq. ft. building on 2½ acres. Normally they get about 22% of floor area. So, the building is already limited in size, so they would prefer to not take another 6-8 feet off the size of the building. Mr. Holub has a contract with a financial institution that wants to build here. They only want to build 4500 sq. ft. on the entire site, with more green space. But, in the event the bank doesn't close on the transaction, there needs to be a backup plan for something that can be built for retail and rent.

Mr. Jorczak asked what the cost implications would be to make the masonry fence 8' all the way to the back of the first part of the property. Mr. Holub stated that it would add about 20% to the cost of the wall. If the financial institution builds on this property, the 20' buffer would be maintained with ease.

Mr. Wigley asked about Tenant 6 on the proposed plans, and asked if this was a restaurant with outdoor seating. Mr. Holub stated it is a proposed sit down restaurant. Mr. Wigley asked if it was proposed to put a restaurant at both end caps. Mr. Holub stated that the drive-thru could be a dry cleaner, or a credit union, but doesn't necessarily have to be a restaurant.

Mr. Harley Hoffman, 108 Seminole Dr, stated that Mr. Holub and him have met several times, and he attended the neighborhood meeting, and they have done some interesting research. With no wall there, you could hear a conversation from Mr. Hoffman's back porch to where a proposed drive-thru window would be. Mr.

Holub made the suggestion of the 8' wall, which the Hoffman's liked the idea. Mr. Hoffman is in general agreement with what Mr. Holub is proposing. He is also in agreement with the vinyl fence, since there won't be a building at the back lot.

Mr. Wigley asked if Mr. Hoffman was aware that the wall was going to be a 6' wall, not an 8' wall. Mr. Hoffman replied that Mr. Holub agreed that if the end space became a drive-thru restaurant, then he would put up an 8' wall.

Ms. Press asked Mr. Holub if there is a wall that absorbs sound more than just a masonry wall, such as walls along I-95 protecting neighborhoods. Mr. Holub replied those are masonry walls, just a lot taller. Ms. Press also mentioned the intercom system agreement using a touch pad, and feels that anyone putting in a drive-thru next to a residential area should be required to use the touch pad system.

Mr. Wigley asked Mr. Holub if this could be tabled for 3-4 weeks, and if the contract with the financial institution falls through, then we could discuss further. Mr. Hollub stated that the financial institution will not be closing until September of 2015 for tax purposes. Mr. Holub stated he desired to get the zoning done, so he can continue on with his part of the development.

Mr. Wigley asked Mr. Hoffman if he got the 8' wall, does he also want the 20' landscape buffer instead of the 13'. Mr. Hoffman replied that he could live with the way it is. He feels that the wall and the landscaping would take care of the problem. Mr. Hoffman also thanked the Board for making this go through the PBD process, and giving him a chance to comment.

Mr. Wigley wondered why the drive-thru couldn't be totally eliminated. Then the 6' wall would work and the 13' buffer. Mr. Holub commented that the drive-thru is very critical if the financial institution doesn't go through.

Ms. Behnke commented that if the drive-thru is eliminated, more parking would have to be added, since people would need to park to come in and pick up their orders. Mr. Holub stated there was enough parking based on the square footage.

Mr. Heaster doesn't feel the drive-thru is the issue, because the neighbors have been notified, and they know it's a possibility and they've addressed the issues. Mr. Heaster feels the issue is more the 6' or 8' cement wall. He would rather give them the waiver on the buffer, but have the 8' wall.

Mr. Heaster made a motion to approve PBD 14-117, with the exception that the masonry wall be 8' high extending to the retention area, and allow the waiver on the 7' of buffer. Mr. Wigley seconded the motion.

Mr. Spraker asked if the bank would come in, would the 8' wall still be required. There were differing opinions of the Board members. Mr. Holub asked if the bank is going to make all of the code requirements, and has the 20' landscape buffer, then would they be required to go from 6' to 8'.

Chairman Thomas stated that if the back of the property were not a retention area, he would not be in favor of switching to a vinyl fence. With some give and take, Mr. Holub will be getting the vinyl fence, and getting the 13' and all he has to give up is adding the 2 extra feet to the fence. Mr. Holub stated that if the bank comes

into this space there will be the 20' buffer, and possibly a 30' or 40' buffer, and the building would only be 4500 square feet. He would hate to penalize them with an additional 2' of masonry walls.

Mr. Spraker stated the bank would be a minor amendment, that would have a neighborhood meeting, but it would not come back to City Commission or the Planning Board as a less intense use. It's important to figure out what the Board deems appropriate if the bank were to go in. Mr. Jorczak asked if the drive-thru would be in the same location for the bank. Mr. Spraker explained there would be a re-designed site plan and a minor amendment. Mr. Holub stated that the drive-thru could go on the other end or at the back of the building, and there is very little interaction with the customer.

Mr. Wigley asked Mr. Hoffman if he could live with a 6' wall if the bank goes in and they have the 20' buffer. Mr. Hoffman replied yes he could, since a bank is closed on weekends, evenings and holidays.

Chairman Thomas asked if there were any more comments. Mr. Heaster withdrew his first motion. Mr. Wigley withdrew his second.

Mr. Heaster moved to approve PBD 14-117, with the exception that the masonry wall be 8' high extending to the retention area, and from there will be a vinyl fence. The landscape buffer will be modified from 20' to 13'. If a future financial institution that has a smaller building on the site locates on the site, the masonry wall will go down to 6' high if a 20' or greater landscape buffer is allowed. Mr. Wigley seconded the motion. Vote was called, and the motion unanimously approved (7-0).

D. CP 14-136: Comprehensive Plan Amendment, "Residential, Office, Retail (ROR)" land use category

Mr. Spraker stated this is a Comprehensive Plan Amendment to amend the Office Professional Land Use category to Residential, Office, Retail. Mr. Spraker explained the background for changing the land use category, and presented the staff report. Mr. Spraker stated staff is recommending approval of the amendment.

Ms. Press stated that a number of years ago, the direction of the city was to make certain areas all professional. Retail makes sense, but there could be drive-thru's at any of these professional buildings. Can we put some kind of conditional use on putting in drive-thru's?

Mr. Briley asked if Ms. Press' concerns were mainly with the drive-thru's? Ms. Press stated yes.

Mr. Wigley asked Mr. Spraker about his breakdown of numbers and how many acres are affected by this, and where most of the land is at. Mr. Spraker replied that you could have both vacant and re-development to allow a drive-thru. Assuming this Comprehensive Plan Amendment is approved, the Board would have to do a Land Development Code amendment. The Board would have to take the B-1, B-9 and B-10 Zoning Districts and add the restaurant uses, add the personal service uses and add the retail uses. So, if this amendment is approved, there are additional Land Development Code amendments that need to occur. If the Planning Board

desires, they could have a drive-thru restaurant as a Special Exception. So, that type of use would then have Planning Board and City Commission approval.

Mr. Wigley asked if that has to be done now. Mr. Spraker stated the purpose of this amendment is for the Planning Board and City Commission and ultimately the Department of Economic Opportunity to determine whether or not this Land Use is an appropriate use of the land. You really won't get into the nitty-gritty details of the land uses until the Land Development Code amendment.

Mr. Wigley stated there are apartment complexes that are having to re-zone under Office Professional, and under this they wouldn't have to do that. Mr. Spraker explained that was for the density, because the high density residential doesn't allow the same density intensity as the commercial land uses.

Ms. Press inquired about the Special Exceptions, how does it work and when would the Board see anything like it, and what is involved. Mr. Spraker explained that the amendment would go to Planning Board, the City Commission will then make a recommendation on the first reading, assuming it's an affirmative recommendation. Mr. Spraker continued the amendment would go to the State for review, and then will come back to City Commission for a second reading. After the first reading, Staff will prepare a Land Development Code amendment, which will have a zoning category and we will add in personal services, retail sales and restaurants. And from the direction received tonight, the restaurants with drive-thru will be a Special Exception use. That will come back before the Board, and they will have the opportunity to review it, and then it will go to City Commission.

Chairman Thomas asked if there were any more comments.

Mr. Wigley moved to approve CP 14-136: Comprehensive Plan Amendment, ROR land use category. Mr. Jorczak seconded the motion. Vote was called, and the motion unanimously approved (7-0).

E. LDC 14-134: LDC Amendment, pool screen enclosure

Chairman Thomas stated that this has been recommended to continue.

Mr. Briley moved to continue LDC 14-134: LDC Amendment, pool screen enclosure. Ms. Press seconded the motion. Vote was called, and the motion unanimously approved (7-0).

OTHER BUSINESS

None.

VIII. MEMBER COMMENTS

Mr. Wigley wanted to compliment Mr. Heaster on what a wonderful job he did with the building on Granada. It's a welcome addition and looks great.

Mr. Briley asked Mr. Goss if it was allowed to create enclaves as part of annexation. Mr. Goss replied only within the MSA, unless we would go into other agreements with the county for other areas. Mr. Briley stated that we would have to have an Interlocal service agreement to do this. Mr. Goss replied absolutely.

Ms. Behnke asked how a mural got on the front of the old gas station on Granada. Mr. Goss stated it was part of the special event art festival a couple weekends ago. Many people have stated that it looks better with the artwork.

Chairman Thomas stated that he is very fortunate to have all three of his children living in Ormond Beach. They range from the age of 30 to 42. They have a lot of friends their age in Ormond Beach in this age range. There is a lot of chatter among them about all of the things that are available at Port Orange, all the restaurants, all the things to do, points of destination that are not here. So there are lots of kids from Ormond Beach who are thinking about moving to Port Orange, simply because of all the amenities that are offered. We have a problem in Ormond Beach that we are going to become a town of "Fuddy Duddies".

Mr. Briley stated that it goes beyond that age group, because he had some people come to town from Nebraska looking to buy in Ormond Beach, and once they got to Port Orange they were more impressed with the retail and what Port Orange had to offer.

Chairman Thomas stated that Ormond Beach is landlocked on the south, it is landlocked on the east, we are landlocked out to the west on 40. The only place we have is to the north corridor. Chairman Thomas is beginning to wonder if we aren't becoming too restrictive, and not expanding our possibilities of what we need to do to keep Ormond Beach to continue to grow. The homes in Port Orange are having a higher and quicker resale than our houses. He is concerned about 30 and 40 years down the road.

Mr. Briley stated that on the real estate tracker, Port Orange has been the #1 researched city in the Daytona Beach area.

Chairman Thomas is really concerned about this, but the Board needs to be more open-minded and less set in their ways. When you stop growing, you start dying.

Mr. Briley stated that the market has also changed. Back in the 80's all of the professional uses could be filled. Now developers like Mr. Holub are having a hard time filling the professional buildings. Mr. Briley also feels that a lot of Port Orange was developed after the 80's, when all of our professional offices were built on Granada.

Mr. Wigley asked Chairman Thomas if he felt that Ormond Crossings could be on a level of the Pavilion area. Chairman Thomas stated possibly, but wonders if it is because we are so conservative. We have had the opportunity to bring a national restaurant chain down by the bridge, bringing something downtown. But, no we didn't want to do it. Later we had an opportunity to bring a store out by Tymber Creek and 40, and we demanded too much and so we lost it.

Ms. Behnke stated that she works down at the beach, and visitors ask her all the time what there is to do in the area, and she can't tell them anything to do.

Mr. Briley stated there was a national food chain, Steak-n-Shake that wanted to be in the downtown district and were told they couldn't have striped awnings, so it went to Port Orange.

Chairman Thomas felt this was something that needed to be said, and it is time that we loosen up.

IX. ADJOURNMENT

The meeting was adjourned at 9:27 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chairman

Minutes transcribed by Melanie Nagel.

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: November 13, 2014

SUBJECT: Interlocal Service Boundary Agreement
Comprehensive Plan Amendment

APPLICANT: City Initiated

NUMBER: LUPA 15-008

PROJECT PLANNER: Becky Weedo, AICP, Senior Planner

INTRODUCTION: This is an administrative request to amend the City of Ormond Beach Comprehensive Plan's Future Land Use Map to include the Municipal Service Area land uses consistent with the Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended. A copy of the ISBA is attached as Exhibit A.

BACKGROUND: The City Commission adopted the North US 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The ISBA requires the City to amend its Comprehensive Plan within six months of the date that the ISBA was recorded by the Clerk of Circuit Court (August 28, 2014).

On October 9, 2014, the proposed Comprehensive Plan amendments to the Future Land Use Element, the Intergovernmental Coordination Element and the Future Land Use Map were presented. The Planning Board recommended approval to the City Commission as presented.

Following the Planning Board meeting, staff was informed that the text amendments must be processed through the Expedited State Review process. However, the Future Land Use Map amendment is required to be processed as a Small Scale consistent with the Interlocal Service Boundary Agreement pursuant to section 171.204, F.S. and section 163.3171, F.S.

As a Small Scale amendment, the City of Ormond Beach Comprehensive Plan requires notification prior to the Planning Board by certified mail, return receipt requested. Therefore, the amendment to the Future Land Use Map was required to be renoticed. There has been no change to the original analysis contained in the Staff Report presented on October 9, 2014. The only change is the required process for small scale amendments.

The proposed land use amendment tentative schedule of the subject property is as follows:

Action/Board	Date
Planning Board	November 13, 2014
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	December 5 , 2014
City Commission 1 st Reading	January 6, 2014
City Commission 2 nd Reading	January 20, 2015
Transmit to Florida Department of Economic Opportunity (DEO)	

Until the land use plan amendment process is completed, Volusia County’s comprehensive plan, zoning and land development regulations apply to the MSA subject to the ISBA.

ANALYSIS:

The Municipal Service Area (MSA) synonymous to the Joint Planning Area is defined as the unincorporated land within the Interlocal Service Boundary Agreement. The ISBA includes language that allows an alternative annexation process in which the creation of enclaves is no longer prohibited and contiguity is no longer required. Therefore, all parcels within the MSA that have annexation agreements will be annexed and all parcels receiving utility service after the 1991 Agreement that did not execute a document to annex shall be annexed by the City under the theory of “implied consent”.

The proposed administrative amendments seek to add the MSA to the City Comprehensive Plan and change the land use designations from unincorporated Volusia County to the City of Ormond Beach on the future land use map. Section 171.203 (11) requires that the MSA include the population projections and data and analysis supporting the provision of public facilities for the MSA.

MSA Population Projections:

Currently, there are approximately 207 unincorporated parcels within the ISBA that make up the MSA boundary. According to the Volusia County Property Appraiser’s records, there are about 74 single-family residential dwelling units in the MSA. Destination Daytona includes several mixed use condominium units with an estimate of 46 single-family condominium units used as vacation homes and rentals during special events. Table 1 below shows the MSA estimated and projected population using the current property building data from the Volusia County Property Appraisers, average persons per household from the U.S. Census Bureau for Volusia County (2.31) and the growth factor from the Bureau of Economic Business Research for the City of Ormond Beach (2.9% from 2010 through 2014 or .72 annually).

<u>Table 1 - North US 1 MSA Population Projection</u>			
<u>Year</u>	<u>Residents</u>	<u>Seasonal</u>	<u>Combined Total</u>
2014	171	106	277
2020	178	111	289

Data and Analysis Supporting the Municipal Service Area and Future Land Use Map

The Municipal Service Area and the Future Land Use Map amendments were reviewed pursuant to the requirements of Chapter 171, Part II, Florida Statutes, the adopted Interlocal Service Boundary Agreement (ISBA), between the City of Ormond Beach and the County of Volusia, and in accordance with the City’s Comprehensive Plan. Below is the analysis of the criteria of Policy 2.5.2 which includes the provision of public facilities required for the MSA:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The Future Land Use Map amendment to include the Municipal Service Area land uses proposes to change ±787.50 acres of unincorporated property from the existing County land uses to the City of Ormond Beach designations to implement the terms of the ISBA. The most similar City land uses were chosen and depicted in Table 2 below for comparison purposes:

Table 2 - Existing County Land Use Designations and Proposed City Land Use Amendments	
County Land Use	City Land Use
<p><u>Industrial (I)</u></p> <p>This designation accommodates the full range of industrial activities. Quarrying activities and ancillary uses may also be approved in areas designated Industrial where compatible with the surrounding area and the environment. The specific range and intensity of uses appropriate for a particular Industrial area varies as a function of location, availability of public services, adequate access, and compatibility with surrounding uses. The maximum Floor Area Ratio for the Industrial land use designation is sixty percent (0.60 FAR), however through the zoning review process, use of particular sites or areas may be limited to something less than the maximum when consistent with the underlying zoning classification standards and land development regulations.</p>	<p><u>Light Industrial/Utilities (LI/U)</u></p> <p>Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.</p> <p>Density: Not permitted.</p> <p>Maximum FAR: 0.8</p>
<p><u>Mixed Use (MXZ)</u> - An area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed use zones; Existing and Planned.</p> <p>(a) Existing - An area that provides for a mixture of primarily</p>	<p><u>Low Intensity Commercial (LIC)</u></p> <p>Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and</p>

commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial.

The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable. The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses. This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size.

An Existing Mixed Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification maybe permitted.

(b) Planned - Planned mixed use developments shall require a mix of both residential and nonresidential uses. This type of project should functionally and physically integrate a mix of commercial (office and retail), industrial, if desirable, residential (including affordable housing), and recreational uses. Large projects should provide land for public/semipublic uses. Mixed use projects should contain high levels of internal capture of trips and encourage pedestrian and bicycle traffic. A Comprehensive Plan amendment will be required to designate such areas as a Mixed Use Zone. The actual mix of land uses should produce approximately twenty percent (20%) internal capture for daily trips. The amount of internal capture of trips shall be determined through a traffic impact analysis.

In order to provide the appropriate mix of uses the land uses should fall within the following ranges:

Residential: up to 90% of acreage of entire project

Multi-Family: 10% to 50% of residential (Density up to 16 du/ac)

Single-Family: up to 90% (Density: up to 5 du/ac)

Nonresidential: 10% to 90% of acreage of entire project

Retail: up to 75% of nonresidential (0.50 FAR)

restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and nonresidential uses, the minimum FAR should be 0.2.

Density: Maximum 10 units per acre.
Maximum FAR: 0.6

<p>Other: up to 60% of nonresidential (0.80 FAR)</p>	
<p><u>Agricultural Resource (AR)</u></p> <p>This designation consists of lands suited for intensive cultivation, ranching, aquaculture, and timber farming. The criteria used to identify these areas include the soil quality, existing or potential value of production, existing agricultural uses, parcel size, ownership patterns, and investment in farming. In order to protect the agricultural industry, it is important that uses incompatible with agriculture, and uses and facilities that support or encourage urban development are not allowed. In addition, to facilitate a diversification of land uses within AR areas, non-agricultural uses, such as agri-tourism, recreation, disposal and extractive uses may be allowed. However, to protect the viability of agriculture, such uses should be ancillary to the primary agricultural use of the property.</p> <p>(1) The maximum residential density shall not exceed one (1) dwelling unit per ten (10) acres.</p> <p>(2) The maximum Floor Area Ratio shall not exceed ten percent (0.10 FAR).</p>	<p><u>Rural Estate/Agricultural (REA)</u></p> <p>Purpose: To protect the rural character of certain sections of the City where lands are environmentally sensitive, and also to protect those areas where it is the desire of the property owners to maintain their exurban character. Limited agricultural uses, such as kennels and veterinarians, and institutional uses may be permitted in accordance with the maximum floor area ratio.</p> <p>Density: 1 unit per five acres</p> <p>Maximum FAR: 0.2</p>
<p><u>Commercial (C)</u></p> <p>This designation accommodates the full range of sales and service activities. These uses may occur in self-contained centers, multi-story structures, campus parks, municipal central business districts, or along arterial highways. In reviewing zoning requests or site plans, the specific intensity and range of uses, and design will depend on locational factors, particularly compatibility with adjacent uses, availability of highway capacity, ease of access and availability of other public services and facilities. Uses should be located to protect adjacent residential use from such impacts as noise or traffic. In wellfield protection areas uses are prohibited that involve the use, handling, storage, generation or disposal of hazardous or toxic material or waste or petroleum products. Intensity shall be no more than a fifty-five percent Floor Area Ratio (0.55 FAR) consistent with the applicable underlying zoning classification standards and land development regulations.</p> <p>Commercial development in newly developing areas is designated in nodes at major thoroughfare intersections. Primarily new development should be designed to utilize the shopping center concept and not designed to encourage strip style commercial development. The various types of shopping centers are described in Chapter 20, Definitions under Shopping Centers. However, the Plan recognizes existing strip commercial development along many arterial roadways may remain. These areas are identified on the Future Land Use Map and if the designation is shown on only one side of a roadway, this specifically provides that particular side is intended for commercial use and is not to suggest that the opposite side is also included. Future extension of the strip commercial beyond that shown on the Plan Map shall require a Plan amendment.</p>	<p><u>Low Intensity Commercial (LIC)</u></p> <p>Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and nonresidential uses, the minimum FAR should be 0.2.</p> <p>Density: Maximum 10 units per acre.</p> <p>Maximum FAR: 0.6</p>

<p><u>Urban Medium Intensity (UMI)</u></p> <p>Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, Urban townhouses and low-rise apartments. The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.</p>	<p><u>Low Intensity Commercial (LIC)</u></p> <p>Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and nonresidential uses, the minimum FAR should be 0.2.</p> <p>Density: Maximum 10 units per acre.</p> <p>Maximum FAR: 0.6</p>
<p><u>Low Impact Urban (LIU)</u></p> <p>This designation consists of lands which are determined to be suitable for urban type development, and are adjacent to existing urban development. Lands designated LIU serve as a transition between highly protected natural resource areas and existing urban development. The LIU is primarily a residential designation but may allow limited commercial development. Sites within this designation may be determined to be suitable for urban type development only if they meet the following criteria:</p> <ol style="list-style-type: none"> (1) The Planned Unit Development zoning process will be used to implement the LIU provisions. (2) The site is serviced by central utilities at the time of application for development approval. (3) The gross residential density does not exceed one (1) dwelling unit per acre. (4) At least twenty percent (20%) of the total development site is set aside for the preservation of upland habitat sited in an ecologically strategic manner (e.g., adjacent to wetlands). (5) Encroachment into wetlands and wetland buffers shall be avoided to the maximum extent practicable. (6) Residential developments are clustered and individual residential lots in subdivisions cannot exceed one (1) acre in size. (7) Low intensity, commercial development may be allowed in the LIU designation only if it meets the following additional criteria: <ol style="list-style-type: none"> (a) The development does not exceed a Floor Area Ratio of thirty-five percent (0.35 FAR). (b) The proposed use is ancillary to residential development in the immediate area. Nonresidential developments intended to serve the community or regional market area (see Shopping Center definition in 	<p><u>Low Intensity Commercial (LIC)</u></p> <p>Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and nonresidential uses, the minimum FAR should be 0.2.</p> <p>Density: Maximum 10 units per acre.</p> <p>Maximum FAR: 0.6</p>

<p>Chapter 20) are not allowed in the LIU.</p> <p>(c) The buildings within the development are clustered.</p> <p>(8) In order to protect environmental resources and ensure neighborhood compatibility, commercial development proposals may also be required to:</p> <p>(a) Use stricter lot coverage or impervious surface ratios.</p> <p>(b) Provide increased landscaped buffers and/or open space requirements.</p> <p>(c) Reduce the amount of parking on-site either through adjusted parking ratios or reduced parking space size.</p> <p>(d) Limit the type of commercial uses allowed.</p>	
<p><u>Urban Low Intensity (ULI)</u></p> <p>Areas for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue. The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.</p> <p>All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.</p>	<p><u>Low Intensity Commercial (LIC)</u></p> <p>Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and nonresidential uses, the minimum FAR should be 0.2.</p> <p>Density: Maximum 10 units per acre.</p> <p>Maximum FAR: 0.6</p>

To ensure consistency between Volusia County unincorporated land use designations and the City's classifications and to prevent additional impacts to state, county, or city facilities and services, the following land use map density and intensity limitations are proposed:

Table 4 - Existing Future Land Use and Proposed City Future Land Use with Limitations		
Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
Industrial (I)	Light Industrial/Utilities (LI/U)	Max. FAR shall not exceed 0.60
Agricultural Resource (AR)	Rural Estate/Agricultural (REA)	Density shall not exceed one (1) dwelling unit per 10 acres. Max. FAR shall not exceed 0.10
Mixed Use (MXZ)	Low Intensity Commercial (LIC)	Density shall not exceed 8 dwelling units per acre Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
Commercial (C)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Medium Intensity (UMI)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Low Impact Urban (LIU)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Low Intensity (ULI)	Low Intensity Commercial (LIC)	See Annotation above for LIC

Based on the land use map limitations and the infrastructure analysis provided in Table 5, it was determined that the proposed Ormond Beach land uses are the most suitable for existing developments and uses in the MSA. Following are specific Goals, Objectives, and Policies that are applicable to the administrative amendment:

OBJECTIVE 1.2. COMMERCIAL LAND USE Future Land Use Element	Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.
OBJECTIVE 2.5. COMPREHENSIVE PLAN AMENDMENTS	The City shall review proposed text and Future Land Use Map amendments based upon state requirements, Volusia County regulations, and the Goals, Objectives, and Policies of the City's Comprehensive Plan.
GOAL 5 Annexation Future Land Use Element	THE CITY PROVIDES UTILITY SERVICE BEYOND IT'S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITIY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGIOUS FOR UTILITY SERVICE.
OBJECTIVE 5.1. ANNEXATION	Newly annexed areas and new development shall not impose additional tax burdens on City residents or adversely impact City managed natural resources, public facilities and services, including potable water, sanitary sewer, drainage, solid waste, parks and recreation and cultural facilities. Future land uses shall be located consistent with the provision of public facilities and services.
Policy 5.1.1. Future Land Use Element	Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

2. Does it meet the criteria established in the City's Comprehensive Plan and the Florida Statute?

The City's Comprehensive Plan and Florida Statutes establish the process, including required advertising for all future land use map amendments. The amendment includes the data and analysis in this report. Additionally, three public hearings will be conducted to receive any public comments and shall be reviewed by the Volusia Growth Management Commission and state agencies. Planning staff concludes that the amendment meets or exceeds the criteria established in the Comprehensive Plan and Florida Statute.

3. Whether the land uses are appropriate uses of the land.

The North US 1 Municipal Service Area is a mixed commercial, industrial, and tourist oriented corridor adjacent to residential developments that have access to US 1. The proposed Ormond Beach land use designations will ensure consistency as required by the City's adopted Comprehensive Plan and will reinforce development of vacant land for nonresidential purposes. The uses are appropriate and compatible with uses adjacent to the subject property.

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Under Florida Statutes, the City is required to analyze the proposed land use change based on the maximum allowable density and intensity under the proposed land use category. The assumptions for the maximum scenario analyzed in Table 5 were:

Existing County Future Land Use	County Maximum Density	County Maximum Intensity	Proposed City Future Land Use	City Maximum Density with Land Use Limitations	City Maximum Intensity with Land Use Limitations
Industrial (I)	0	0.60 FAR	Light Industrial/ Utilities (LI/U)	0	0.60 FAR
Agricultural Resource (AR)	1 DU per 10 acres	0.10 FAR	Rural Estate/Agricultural (REA)	1 DU per 10 acres	0.10 FAR
Mixed Use (MXZ)	50% up to 16 MF DU per acre	The other 50% Retail at 0.50 FAR	Low Intensity Commercial (LIC)	50% up to 8 MF DU per acre	The other 50% Retail at 0.50 FAR
Commercial (C)	0	0.55 FAR Retail	Low Intensity Commercial (LIC)	8 DU per acre	0.50 FAR Retail
Urban Medium Intensity (UMI)	8 DU per acre	0.50 FAR Retail	Low Intensity Commercial (LIC)	8 DU per acre	0.50 FAR Retail
(1) Low Impact Urban (LIU)	1 DU per acre	0.35 FAR Retail	Low Intensity Commercial (LIC)	8 DU per acre	0.50 FAR Retail
Urban Low Intensity (ULI)	4 DU per acre	0.50 FAR Retail	Low Intensity Commercial (LIC)	8 DU per acre	0.50 FAR Retail

Note: (1) The property in Volusia County that is designated as Low Impact Urban (LIU) is currently developed as Phase II of Destination Daytona with a Mixed Planned Unit Development Order. Since the site is already developed with retail, residential, and other non residential uses, the LIU land use designation was removed from the maximum scenario analysis. If the site ever redevelops, it will be required to meet the City standards and a concurrency analysis will be necessary.

An analysis of the existing and proposed changes with the land use limitations is shown in Table 5 below:

Table 5-MSA Maximum Scenario Analysis of Existing County FLU and Proposed City FLU With Land Use Limitations

REF #	Estimated Acreage	Existing FLU (County)	Proposed MSA FLU (City)	Residential			Nonresidential		
				Existing Density (DU)	Potential Density w/ Limitations (DU)	Change in Potential Density (DU)	Existing Intensity (SF)	Potential Intensity w/ Limitations (SF)	Change in Potential Intensity (SF)
1	24.68	I	I/U	0	0	0	645089	645089	0
2	134.34	MXZ	LIC	1075	537	-537	1462963	1462963	0
3	16.15	MXZ	LIC	129	65	-65	175895	175895	0
4	38.72	I	I/U	0	0	0	1011908	1011908	0
5	7.80	AR	REA	1	1	0	33977	33977	0
6	6.82	I	I/U	0	0	0	178300	178300	0
7	7.33	I	I/U	0	0	0	191525	191525	0
8	14.97	I	I/U	0	0	0	391334	391334	0
9	34.83	ULI	LIC	139	279	139	758597	758597	0
10	40.91	ULI	LIC	164	327	164	891020	891020	0
11	5.22	ULI	LIC	21	42	21	113604	113604	0
12	6.29	C	LIC	0	50	50	150672	136974	-13697
13	3.00	ULI	LIC	12	24	12	65340	65340	0
14a	12.80	C	LIC	0	102	102	306662	278784	-27878
14b	55.79	ULI	LIC	223	446	223	1215106	1215106	0
14c	2.251	ULI	LIC	9	18	9	49027	49027	0
15	6.79	ULI	LIC	27	54	27	147886	147886	0
16	5.33	C	LIC	0	43	43	127624	116022	-11602
18	51.90	C	LIC	0	415	415	1243348	1130317	-113032
19a	2.753	C	LIC	0	22	22	65956	59960	-5996
19b	1.805	C	LIC	0	14	14	43244	39313	-3931
20	4.243	C	LIC	0	34	34	101654	92413	-9241
21	4.571	C	LIC	0	37	37	109512	99556	-9956
22	3.756	C	LIC	0	30	30	89986	81806	-8181
23	14.898	C	LIC	0	119	119	356926	324478	-32448
24	4.498	C	LIC	0	36	36	107763	97966	-9797
25	0.952	C	LIC	0	8	8	22808	20735	-2073
26	1.504	C	LIC	0	12	12	36033	32757	-3276
27	14.898	C	LIC	0	119	119	356926	324478	-32448
28	0.327	C	LIC	0	3	3	7834	7122	-712
29	0.318	C	LIC	0	3	3	7619	6926	-693
30	0.349	C	LIC	0	3	3	8361	7601	-760
31a	0.335	C	LIC	0	3	3	8026	7296	-730
31b	1.376	C	LIC	0	11	11	32966	29969	-2997
32	0.166	C	LIC	0	1	1	3977	3615	-362

REF #	Estimated Acreage	Existing FLU (County)	Proposed MSA FLU (City)	Residential			Nonresidential		
				Existing Density (DU)	Potential Density w/ Limitations (DU)	Change in Potential Density (DU)	Existing Intensity (SF)	Potential Intensity w/ Limitations (SF)	Change in Potential Intensity (SF)
33	1.119	C	LIC	0	9	9	26809	24372	-2437
34	0.243	C	LIC	0	2	2	5822	5293	-529
35	0.814	C	LIC	0	7	7	19502	17729	-1773
36	1.690	C	LIC	0	14	14	40489	36808	-3681
37	1.263	C	LIC	0	10	10	30259	27508	-2751
38	1.287	C	LIC	0	10	10	30834	28031	-2803
39	0.201	C	LIC	0	2	2	4816	4378	-438
40	0.342	C	LIC	0	3	3	8194	7449	-745
41	0.419	C	LIC	0	3	3	10038	9126	-913
42	5.186	C	LIC	0	41	41	124246	112951	-11295
43	6.215	UMI	LIC	50	50	0	135363	135363	0
44	0.805	UMI	LIC	6	6	0	17533	17533	0
45	4.915	UMI	LIC	39	39	0	107049	107049	0
46	15.701	I	I/U	0	0	0	410361	410361	0
47	6.079	I	I/U	0	0	0	158881	158881	0
48	1.350	I	I/U	0	0	0	35284	35284	0
48	2.785	ULI	LIC	11	22	11	60657	60657	0
49	7.504	I	I/U	0	0	0	196125	196125	0
50	1.738	I	I/U	0	0	0	45424	45424	0
51	5.144	I	I/U	0	0	0	134444	134444	0
52	0.885	I	I/U	0	0	0	23130	23130	0
53	1.723	I	I/U	0	0	0	45032	45032	0
54	1.711	C	LIC	0	14	14	40992	37266	-3727
55	0.848	C	LIC	0	7	7	20316	18469	-1847
56	0.841	C	LIC	0	7	7	20149	18317	-1832
57	0.860	C	LIC	0	7	7	20604	18731	-1873
58	2.514	I	I/U	0	0	0	65706	65706	0
59	1.731	I	I/U	0	0	0	45241	45241	0
60	0.810	I	I/U	0	0	0	21170	21170	0
61	1.086	I	I/U	0	0	0	28384	28384	0
62	0.571	I	I/U	0	0	0	14924	14924	0
63	2.617	C	LIC	0	21	21	62698	56998	-5700
64	2.648	I	I/U	0	0	0	69208	69208	0
65	0.802	I	I/U	0	0	0	20961	20961	0
66	0.866	UMI	LIC	7	7	0	18861	18861	0
67	0.869	UMI	LIC	7	7	0	18927	18927	0

REF #	Estimated Acreage	Existing FLU (County)	Proposed MSA FLU (City)	Residential			Nonresidential		
				Existing Density (DU)	Potential Density w/ Limitations (DU)	Change in Potential Density (DU)	Existing Intensity (SF)	Potential Intensity w/ Limitations (SF)	Change in Potential Intensity (SF)
68	0.901	UMI	LIC	7	7	0	19624	19624	0
69	0.769	C	LIC	0	6	6	18424	16749	-1675
70	0.888	C	LIC	0	7	7	21275	19341	-1934
71	0.865	C	LIC	0	7	7	20724	18840	-1884
72	1.708	C	LIC	0	14	14	40920	37200	-3720
73	4.975	I	I/U	0	0	0	130027	130027	0
74	0.800	I	I/U	0	0	0	20909	20909	0
75	0.847	I	I/U	0	0	0	22137	22137	0
76a	0.047	I	I/U	0	0	0	1228	1228	0
76b	0.047	I	I/U	0	0	0	1228	1228	0
76c	0.047	I	I/U	0	0	0	1228	1228	0
76d	0.047	I	I/U	0	0	0	1228	1228	0
76e	0.047	I	I/U	0	0	0	1228	1228	0
76f	0.047	I	I/U	0	0	0	1228	1228	0
76g	0.047	I	I/U	0	0	0	1228	1228	0
76h	0.047	I	I/U	0	0	0	1228	1228	0
76i	0.141	I	I/U	0	0	0	3685	3685	0
76j	0.047	I	I/U	0	0	0	1228	1228	0
76k	0.047	I	I/U	0	0	0	1228	1228	0
76l	0.047	I	I/U	0	0	0	1228	1228	0
76m	1.750	I	I/U	0	0	0	45738	45738	0
77	1.681	C	LIC	0	13	13	40273	36612	-3661
78	2.605	C	LIC	0	21	21	62411	56737	-5674
79	0.863	C	LIC	0	7	7	20676	18796	-1880
80	1.698	C	LIC	0	14	14	40681	36982	-3698
81	0.822	C	LIC	0	7	7	19693	17903	-1790
82	1.736	C	LIC	0	14	14	41591	37810	-3781
83	2.744	C	LIC	0	22	22	65741	59764	-5976
84	1.761	I	I/U	0	0	0	46025	46025	0
85	1.576	I	I/U	0	0	0	41190	41190	0
86	0.832	I	I/U	0	0	0	21745	21745	0
87	1.668	I	I/U	0	0	0	43595	43595	0
88	0.225	C	LIC	0	2	2	5391	4901	-490
89	0.830	C	LIC	0	7	7	19885	18077	-1808
90	0.143	C	LIC	0	1	1	3426	3115	-311
91	0.151	C	LIC	0	1	1	3617.7	3288.8	-328.9

REF #	Estimated Acreage	Existing FLU (County)	Proposed MSA FLU (City)	Residential			Nonresidential		
				Existing Density (DU)	Potential Density w/ Limitations (DU)	Change in Potential Density (DU)	Existing Intensity (SF)	Potential Intensity w/ Limitations (SF)	Change in Potential Intensity (SF)
92	0.859	I	I/U	0	0	0	22451	22451	0
93	2.311	C	LIC	0	18	18	55367	50334	-5033
94	0.782	C	LIC	0	6	6	18735	17032	-1703
94	0.235	ULI	LIC	1	2	1	5118	5118	0
95	0.946	C	LIC	0	8	8	22664	20604	-2060
95	0.055	ULI	LIC	0	0	0	1198	1198	0
96	0.747	C	LIC	0	6	6	17897	16270	-1627
97	1.167	C	LIC	0	9	9	27959	25417	-2542
98a	5.542	C	LIC	0	44	44	132775	120705	-12070
98b	7.300	UMI	LIC	58	58	0	158994	158994	0
99a	0.188	C	LIC	0	2	2	4504	4095	-409
99b	0.160	ULI	LIC	1	1	1	3485	3485	0
	672.63			1,988	3,449	1,461	13,961,964	13,565,756	-396,209

Transportation: Reynolds, Smith, and Hill, Incorporated, completed an I-95/US 1 Interchange Concept Report in February 2011. The study for the City of Ormond Beach was to identify the need for access and mobility improvements in the I-95 and US 1 interchange area. The study analyzed peak hour traffic for 2016 (opening), 2026 (interim), and 2036 (design). The study revealed capacity deficiencies along the I-95 mainline in 2026 and 2036. Ramp merge and diverge analysis indicated that the US 1 ramps fail by 2036. The US 1 at I-95 southbound ramp terminal intersection fails by the year 2016. By 2026, the US 1 at Pine Tree Drive intersection fails, and the US 1 at I-95 northbound ramp terminal intersection fails by 2036. Ormond Crossing, however, will be completing intersection improvements at the Pine Tree/US 1 Intersection to include signalized bridge crossing and ramp improvements to the interchange.

The analysis in Table 5 indicates that applying the maximum development scenario could potentially increase the number of dwelling units by 1,461. However, the non residential square footage under the maximum development scenario could decrease by 396,209 square feet. The most intense non residential land use for both the County and the City designations is considered to be shopping center. The most intense residential use is single-family. Below is the analysis based on the ITE Trip Generation Rate, 9th edition:

ITE Code	Expected Units	Daily	AM Hour	PM Hour
820 Shopping Center	-396.0 KSF2	-16,909	(380)	(1,469)
210 Single Family	1,461 DUs	13,909	1,096	1,461
Total Trips		(3,000)	716	(8)

Based upon the traffic analysis, it appears there could be a potential decrease of 3,000 daily trips along the north US 1 corridor and therefore no additional traffic impacts on US 1 or the interchanges projected to fail. If any of the property owners choose to redevelop in the future, a concurrency analysis will be required for the US 1 road segments and the I-95/US 1 and US 1/Pine Tree interchanges.

Schools: Due to existing developments, the underlying zoning districts, the individual parcel acreage, and the code requirements for development, additional dwelling units are not planned for the Municipal Service Area. Thus, there will be no additional impacts to schools at this time.

The Volusia County Schools has reviewed for impacts and finds no objections to the proposed amendment since there is no projected increase in density (Exhibit C). If any residential developments are proposed in the future, a concurrency analysis will be required.

Water and Sewer: The City of Ormond Beach operates a single water treatment plant with a rated capacity of 12 million gallons per day (MGD). The current committed capacity is 6 MGD. The permitted capacity of the wastewater treatment plant is 8 MGD with a committed capacity of 4 MGD. The MSA has been located in the North US 1 utility service area of the City of Ormond Beach since 1991 and will not generate an increase in demand.

Stormwater: In accordance with the Interlocal Service Boundary Agreement, the County shall continue to administer and enforce its regulations regarding county stormwater conveyance systems within the boundaries of the MSA. New development will be subject to City review. The City shall not permit any construction, additions, renovations, or alterations of any improvements to real property, in a manner that is inconsistent or conflicts with County policy unless specific written approval is received from the County Engineer. The County shall continue to accept stormwater runoff and maintain stormwater conveyance systems when County predevelopment conditions related to stormwater are met.

Other Services: There are existing mutual aid agreements between Volusia County and the City of Ormond Beach for fire and emergency medical services as well as the provision of police and fire dispatch services for this area. The City will continue to honor the agreements in coordination with the County in the provision of emergency services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed Future Land Use Map Amendment is to assign a similar City land use designations to implement the Interlocal Service Boundary Agreement. The proposed amendment will not impact surrounding jurisdictions.

RECOMMENDATION: It is recommended that the Planning Board recommend **APPROVAL** of the proposed Comprehensive Plan amendments to the Future Land Use Map (FLUM) to implement the terms of the Interlocal Service Boundary Agreement.

Attachments: Exhibit A: Adopted ISBA Agreement

Exhibit B: MSA Future Land Use Map with limitations

Exhibit C: Volusia County Schools Determination

EXHIBIT A

Interlocal Service Boundary Agreement

City of Ormond Beach and County of Volusia

EXHIBIT A

**Interlocal Service Boundary Agreement
City of Ormond Beach and County of Volusia**

Table of Contents

Interlocal Service Boundary
Agreement between the City of Ormond Beach and County of Volusia

Planning and Services Delivery Sub-Agreement

Map 1

EXHIBIT A

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ORMOND BEACH AND
COUNTY OF VOLUSIA**

This Interlocal Service Boundary Agreement (“ISBA”), inclusive of Sub-Agreements (collectively referred to as “the Agreement”) is made and entered into this 28th day of August, 2014, by and between the City of Ormond Beach (“City”) and County of Volusia (“County”), sometimes herein referred to as “Party” or “Parties” as the context requires.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and Article I, of the City of Ormond Beach Charter; and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the City and County entered into an interlocal agreement dated September 12, 1991, establishing a utility service area for the U.S. 1 corridor (“1991 U.S. 1 Interlocal Service Area Agreement”); and

WHEREAS, in furtherance of the 1991 U.S. 1 Interlocal Service Area Agreement, the City and County also entered into a Joint Project Agreement dated July 16, 1992 (“1992 JPA”), establishing terms and conditions for the extension of water and sewer lines, and providing terms for the reimbursement of development fees for development projects in the unincorporated territory of the County; and

WHEREAS, the Parties agreed, in paragraph 10 of the 1991 U.S. 1 Interlocal Service Area Agreement, to continue to study the feasibility of future expansion of the municipal service area described in that agreement; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

EXHIBIT A

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7) , Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers, over lands that are in the unincorporated territory of a county, to a municipality; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands; and

WHEREAS, Sections 163.3171(4), 171.207 and 171.208, Florida Statutes, authorizes a municipality, in accordance with an interlocal agreement, to amend its comprehensive plan to include lands that are situated in the unincorporated territory of a county, prior to the annexation of those lands; and authorizes a municipality to exercise extrajurisdictional authority over such lands, in advance of annexation; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area (“MSA”), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:

- a. may receive municipal services from the City, and/or
- b. may be annexed by the City;

2. Delivery or funding of various services for public safety; fire, emergency, medical, and water and wastewater; the construction, maintenance and ownership of roads;

EXHIBIT A

conservation, parks, and recreation; stormwater management and drainage; and various other services;

3. Providing a process and schedule for the annexation of lands in a MSA;
4. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;
5. Addressing other service delivery issues, such as those related to itinerant vendor activities;
6. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes, which is to be adopted into a municipal comprehensive plan; and

WHEREAS, the City adopted initiating Resolution No. 2010-131 on September 7, 2010, and the County adopted responding Resolution No. 2010-196 on October 7, 2010, in accordance with Section 171.203, Florida Statutes, for the purpose of negotiating and entering into an interlocal service boundary agreement; and

WHEREAS, the elected officials of the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. *Incorporation of Recitals.* The recitals above are true and correct and are incorporated into this ISBA and all Sub-Agreements, as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Sub-Agreements and Map 1.* The following Sub-Agreements and Map 1 attached hereto are fully incorporated as if fully set forth herein:

EXHIBIT A

- a. Planning and Services Delivery Sub-Agreement
- b. Map 1 (depicting the interlocal boundary service area, joint planning area, and municipal service area)
- c. Any Sub-Agreement that may be approved and executed after the approval and effective date of this Agreement
- d. 1992 Joint Project Agreement (regarding water and sewer line extension and development fee reimbursement)

3. Term and Effective Date of Agreement. The ISBA and all attached Sub-Agreements shall become effective when filed with clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes. The initial term of the Agreement and all attached Sub-Agreements shall be ten (10) years from the effective date of the Agreement. At the end of the fifth year, the County and City shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement, including any or all Sub-Agreements, may continue for the remainder of the initial term, be amended as the parties desire, or be terminated in accordance with paragraph 5 of this Agreement.

4. Renewal of Agreement. The City and County shall, in the event the Parties desire to extend the initial term of the Agreement, initiate negotiations in accordance with section 171.203(12), Florida Statutes, no later than eighteen months prior to the termination of the initial term.

5. Termination of Agreement. The County or City may terminate this Agreement or any Sub-Agreement at anytime upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except though a separate agreement in writing that has been approved by both Parties.

6. Dispute Resolution. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution

EXHIBIT A

procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

- b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
 - c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.
 - d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
 - e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of section 163.01(5)(p), section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.
7. Duplication of Services. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
8. Notice. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested; or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

EXHIBIT A

If to the County: County of Volusia
Attn: County Manager
Copy to: County Attorney
123 West Indiana Avenue
DeLand, FL 32720

If to the City: City of Ormond Beach
Attn: City Manager
Copy to: City Attorney
22 South Beach Street
Ormond Beach, FL 32174

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

9. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

10. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

11. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

12. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

EXHIBIT A

13. Amendments. Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.

14. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

15. Entire Understanding. Except as otherwise specifically set forth herein or in any subagreement, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.

16. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 (“Dispute Resolution”) paragraph 6 shall control.

17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the JPA/MSA by the County to the City; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforcement of the codes described in paragraph 4,c of the Planning and Services Delivery Sub-Agreement.

19. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

EXHIBIT A

20. Adoption by County. The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.

21. Adoption by City. The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

22. 1991 U.S. 1 Interlocal Agreement. The interlocal service area agreement dated September 12, 1991, between the City and County establishing a utility service area for the U.S. 1 corridor shall be deemed terminated on the effective date of this ISBA and Planning and Services Delivery Sub-Agreement, and shall be superseded and replaced by the ISBA and Planning and Services Delivery Sub-Agreement.

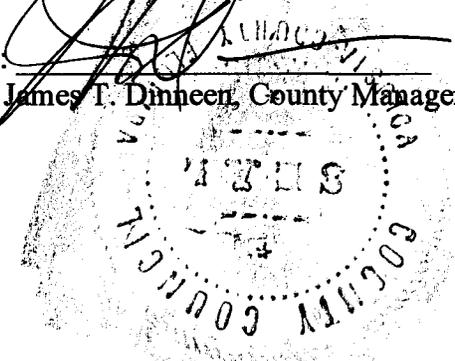
IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: [Signature]
Jason P. Davis, County Chair

Attest: [Signature]
James T. Dinneen, County Manager

Approved by: [Signature: Shannon Eller]
County Attorney's Office



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are personally known to me, or have produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

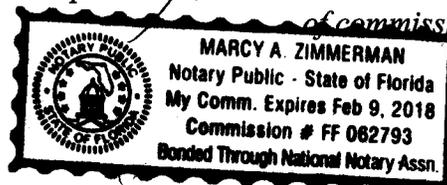


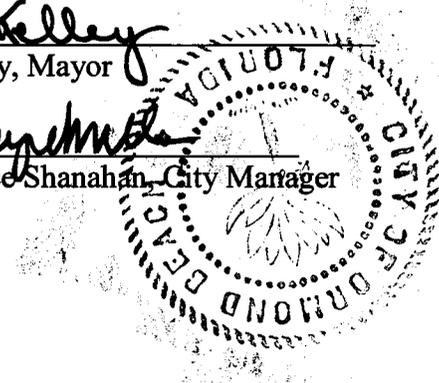
EXHIBIT A

CITY OF ORMOND BEACH

By: Ed Kelley
Ed Kelley, Mayor

Attest: Joyce Shanahan
Joyce Shanahan, City Manager

Approved by: Randall A. Hayes
City Attorney



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [] personally known to me, or [] have produced _____ as identification.

J. Scott McKee
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

 J SCOTT MCKEE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF089334
Expires 2/3/2018

Planning and Services Delivery Sub-Agreement

This Planning and Services Delivery Sub-Agreement is made and entered into this 28th day of August, 2014, by and between the City of Ormond Beach ("City") and Volusia County ("County").

WHEREAS, this Sub-Agreement is made and entered into in furtherance of the Interlocal Service Boundary Agreement ("ISBA"), and it is a material part of the ISBA; and

WHEREAS, this Sub-Agreement is intended to satisfy the requirements of Chapter 171 (Parts I & II), Florida Statutes, and Chapter 163 (Part II), Florida Statutes; and

WHEREAS, the "Whereas" recitals in the ISBA are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and the County enter into this Sub-Agreement as follows:

1. *Incorporation of recitals as legislative findings; purpose.* The recitals stated in the ISBA and this Sub-Agreement are incorporated herein by reference as the legislative findings of the City and County. This Sub-Agreement is intended to satisfy the requirements of Chapter 171 (Parts I & II), Florida Statutes, and Chapter 163 (Part II), Florida Statutes, specifically sections 171.203, 171.204 and 163.3171.

2. *Incorporation of Map 1.* The unincorporated area depicted in Map 1 attached to the ISBA shall constitute the Joint Planning Area ("JPA") and Municipal Service Area ("MSA"), which terms may herein be used synonymously and interchangeably as the context requires.

3. *Planning Process and Implementation.*

a. The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive land use plans in accordance with Section 171.203(9), Florida Statutes, within six months of the effective date of the ISBA, by adopting a policy referencing said agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the county comprehensive plan:

14.1.2.13 Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) adopted on August 28, 2014. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA.

EXHIBIT A

- b. The City shall adopt a Municipal Service Area (“MSA”), as that term is defined in Section 171.202(11), Florida Statutes, as an amendment to its comprehensive land use plan within six months of the effective date of the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA.
 - c. Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a JPA/MSA; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to all lands in the JPA/MSA until the City annexes the land at issue or amends its comprehensive plan with respect to those lands. The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its comprehensive plan to the lands within the JPA/MSA in advance of the annexation of those lands. In addition, the City’s codes and regulations shall apply in advance of annexation upon the adoption by the City of a comprehensive plan amendment; and the City shall be authorized and empowered, pursuant to sections 163.3171(4), 171.207 and 171.208, Florida Statutes, to exercise extraterritorial powers over such lands.
 - d. The City shall serve as the single point of service for building permitting, inspections, and enforcement (including Flood Hazard Management).
4. Planning, Development and Administrative Authority. The City shall have sole and singular authority within the boundaries of the JPA to apply the City’s Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations described in paragraph 4,c below, and to provide for the enforcement of codes:
- a. Land Use Designations. The City shall be authorized to amend its future land use map for the purpose of governing any and all unincorporated lands within the JPA. The City shall coordinate the amendment with the County prior to processing it by submitting a copy of the proposed amendment to the County no less than thirty (30) calendar days prior to the initial hearing. In the event the County desires to object to the proposed amendment, it must file a written objection, stating a good faith basis for same, with the City no later than fifteen (15) days prior to the initial hearing on the amendment. The Parties shall make a good faith effort to resolve a dispute regarding a proposed amendment. If the Parties are not able to resolve a dispute regarding a proposed amendment, the County may pursue available remedies under applicable law.
 - b. Zoning Classifications. The City shall be authorized to amend the City’s zoning map for all unincorporated lands within the JPA after a City land use designation has been adopted.

EXHIBIT A

- c. Application of Codes. The following codes and ordinances (as may be approved or amended from time to time) shall apply in their entirety to unincorporated land in the JPA:
 - i. City Charter,
 - ii. City Code of Ordinances,
 - iii. City Comprehensive Land Use Plan,
 - iv. City Land Development Code,
 - v. Non-codified City ordinances, resolutions, and regulations, and
 - vi. Florida Building Code.

- d. Stormwater Conveyance Services. The County shall continue to administer and enforce its regulations regarding county stormwater conveyance systems within the boundaries of the JPA. The City will review and approve all new development in the JPA with regard to stormwater conveyance systems including but not limited to water quality, discharge volume and flow rate, as well as storm attenuation and flood control. The City shall not permit any construction, additions, renovations, or alterations of any improvements to real property, in a manner that is inconsistent or conflicts with County policy unless specific written approval is received from the County Engineer, which approval shall not be unreasonably delayed or withheld. The County shall continue to accept stormwater runoff and maintain stormwater conveyance systems when County predevelopment conditions related to stormwater are met.

- e. Itinerant Vendor and Merchant Activities. The City shall have sole and complete jurisdiction over itinerant vendor and merchant activities, and outdoor entertainment activities, within the boundaries of the JPA/MSA, including the issuance of licenses and permits.

- f. Roads; transfer of jurisdiction. This paragraph is intended to satisfy the requirements of section 335.0415(3), Florida Statutes.
 - i. County Thoroughfare Roads. The County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads within the JPA/MSA regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent revisions to the County's thoroughfare roadways as illustrated in Figure 2-1, Volusia County Comprehensive Plan:
 - (1) Broadway Avenue, from Tymber Creek Road to US 1.
 - (2) Airport Road, from the Florida East Coast Railroad to US 1.

 - ii. Non-thoroughfare Roads. The permanent transfer within the JPA/MSA of non-thoroughfare roadway maintenance responsibilities from the County to the City shall occur as follows:
 - (1) For purposes of this agreement, "road segment" shall mean the portion of a County road between two intersecting roads.

EXHIBIT A

- (2) Except for those roads identified in paragraph f,i above, non-thoroughfare county roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility when at least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City.
- (3) All County non-thoroughfare roads within the MSA shall transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of a road segment.
- (4) The 51% segment ratio shall be calculated based on the frontage of annexed parcels on each side of the road segment between two intersecting roads.
- (5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads will be deemed annexed into the City and transferred to the City's jurisdiction, and ownership; and the City will be fully responsible for all maintenance and other responsibilities.
- (6) As the City accepts jurisdiction and responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.
- (7) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Sub-Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Sub-Agreement, in which case the terms of this Sub-Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Sub-Agreement is intended to convey the will of the parties concerning all road segments within the JPA/MSA.

iii. Transportation Planning and Coordination.

- (1) The City and County agree to use the adopted Volusia Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the

EXHIBIT A

impacted jurisdiction's comprehensive plans including the adopted Volusia TPO Long Range Transportation Plan.

- (2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.
- iv. Funding. The City and County agree to work together to obtain funding sources for capital transportation improvements, including capital and operating expenses for the provision of transit service, within the JPA/MSA.
- v. Maintenance. The City and County may enter into maintenance agreements for certain segments of permanent County roads within the JPA/MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.
- vi. Continuing jurisdiction. All roads over which jurisdiction is transferred to the City under the terms of this Sub-Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.
- g. Land Development and Planning. The City shall provide site plans and subdivision plans to the County for review and comment. The County shall have thirty (30) days from receipt of plans to submit its comments or recommendations to the City. The City shall notify the County of the date and time at which a proposed site plan will be presented to the city's local planning agency (i.e., planning board) for its review and recommendation to the city commission, as well as the date and time at which a proposed site plan will be presented to the city commission for final action. The County's comments or recommendation shall be included in any city staff analysis that is presented to the city planning board and city commission. The County may submit or present its comments or recommendations directly to the city planning board and city commission, regardless whether or not they have been incorporated into the site plan.
- h. Enforcement of Codes. The City shall enforce City or County codes within the JPA/MSA, whichever may apply.

EXHIBIT A

5. Joint Planning Area (“JPA”). The following additional findings are intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

- a. Urban in Character. The unincorporated area in the JPA as depicted in Map 1 is anticipated for municipal annexation because it is “urban in character”, as that term is defined by section 171.031(8), Florida Statutes.
- b. Comprehensive Plan Amendment and Future Land Uses to be Established by the City. The City may, in accordance with section 163.3171(4), Florida Statutes, amend its comprehensive land use plan, including its future land use map, for lands in the JPA in advance of annexation.
- c. Transportation: as may be addressed in a separate sub-agreement.
- d. Annexation as a Condition to Receiving Water and Sewer Services.
 - i. Annexation as a condition of municipal utility connection has long been and continues to be authorized by Section 180.02(3), Florida Statutes, and the home rule constitutional and proprietary powers of the City. The City and County entered into an interlocal agreement dated September 12, 1991, establishing a utility service area for the U.S. 1 corridor (“1991 U.S. 1 Interlocal Service Area Agreement”) described as being “those lands lying 660 feet east and 660 feet west of the right-of-way lines of U.S. 1, including the hinterlands under single development control lying beyond that point referred to as the Service Area.” The 1991 Interlocal Service Area Agreement conferred to the City the exclusive right to extend water and/or sewer facilities and provide utility service within the designated Service Area in accordance with the City’s water and sewer connection policy, which policy required and continues to require the consent of a property owner to annex into the City as a condition to connecting to the City’s water and/or sewer facilities. Connection to the City’s water and/or sewer facilities constitutes express or implied consent by a property owner to the annexation of the land benefitting from the receipt of such services. The City’s annexation and utility provision policies and regulations are set forth in Chapter 3, Article V, Section 3-61(B)(2)(b) and (c), of the Ormond Beach Land Development Code (formerly Ordinance 91-33 adopted on August 20, 1991).
 - ii. The City may require, in accordance with section 171.204, Florida Statutes, and the City’s annexation and utility provision policies and regulations, the annexation of land in the JPA/MSA regardless of whether the land is contiguous, creates an enclave or is not reasonably compact at the time of annexation.
 - iii. In accordance with section 171.204, Florida Statutes, before the annexation of land that is not contiguous to the City, or that will create an enclave, or land that is not being served by water or sewer utilities at the

EXHIBIT A

time of the proposed annexation, the City shall transmit for review to the state Department of Economic Opportunity a comprehensive land use plan amendment for the lands that are to be annexed. After considering the DEO's review, the City may approve concurrently, through separate and distinct actions, the annexation and comprehensive land use plan amendment.

iv. With respect to land that is contiguous to the City, that does not create an enclave or pocket, and is being served water or sewer services by the City at the time of the proposed annexation, the City agrees to process a Future Land Use Map ("FLUM") amendment to its comprehensive land use plan prior to or concurrent with the annexation. The FLUM amendment and annexation must be accomplished as separate and distinct actions.

e. School Facilities. The JPA shall be served by the schools zoned by the Volusia County School District and shall not conflict with the Interlocal Agreement between Volusia County and the Volusia County School District, as amended. The City agrees to work with the Volusia County School District to further the requirements and goals of the School Interlocal Agreement between the County and the School District.

IN WITNESS WHEREOF, each of the undersigned has executed this Sub-Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: [Signature]
Jason F. Davis, County Chair

Attest: [Signature]
James J. Dinneen, County Manager

Approved by: [Signature]
County Attorney's Office

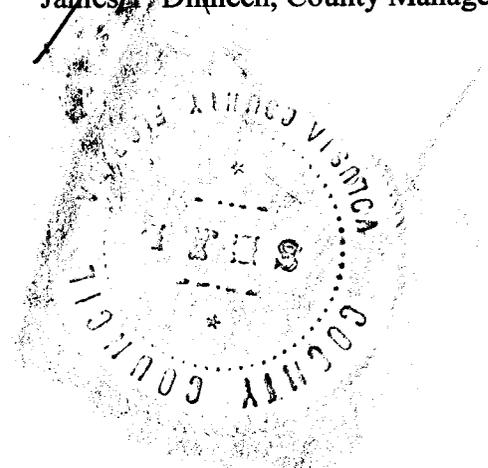


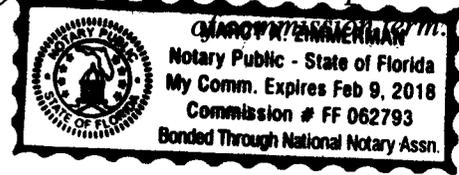
EXHIBIT A

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [] personally known to me, or [] have produced _____ as identification.

[Handwritten Signature]

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration

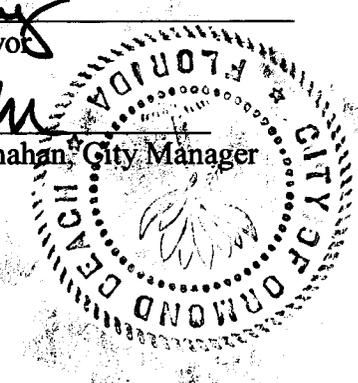


CITY OF ORMOND BEACH

By: *Ed Kelley*
Ed Kelley, Mayor

Attest: *Joyce Shanahan*
Joyce Shanahan, City Manager

Approved by: *Paul D. Hayes*
City Attorney

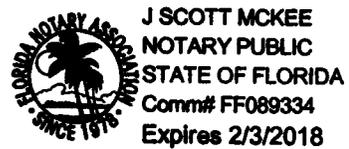


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [] personally known to me, or [] have produced _____ as identification.

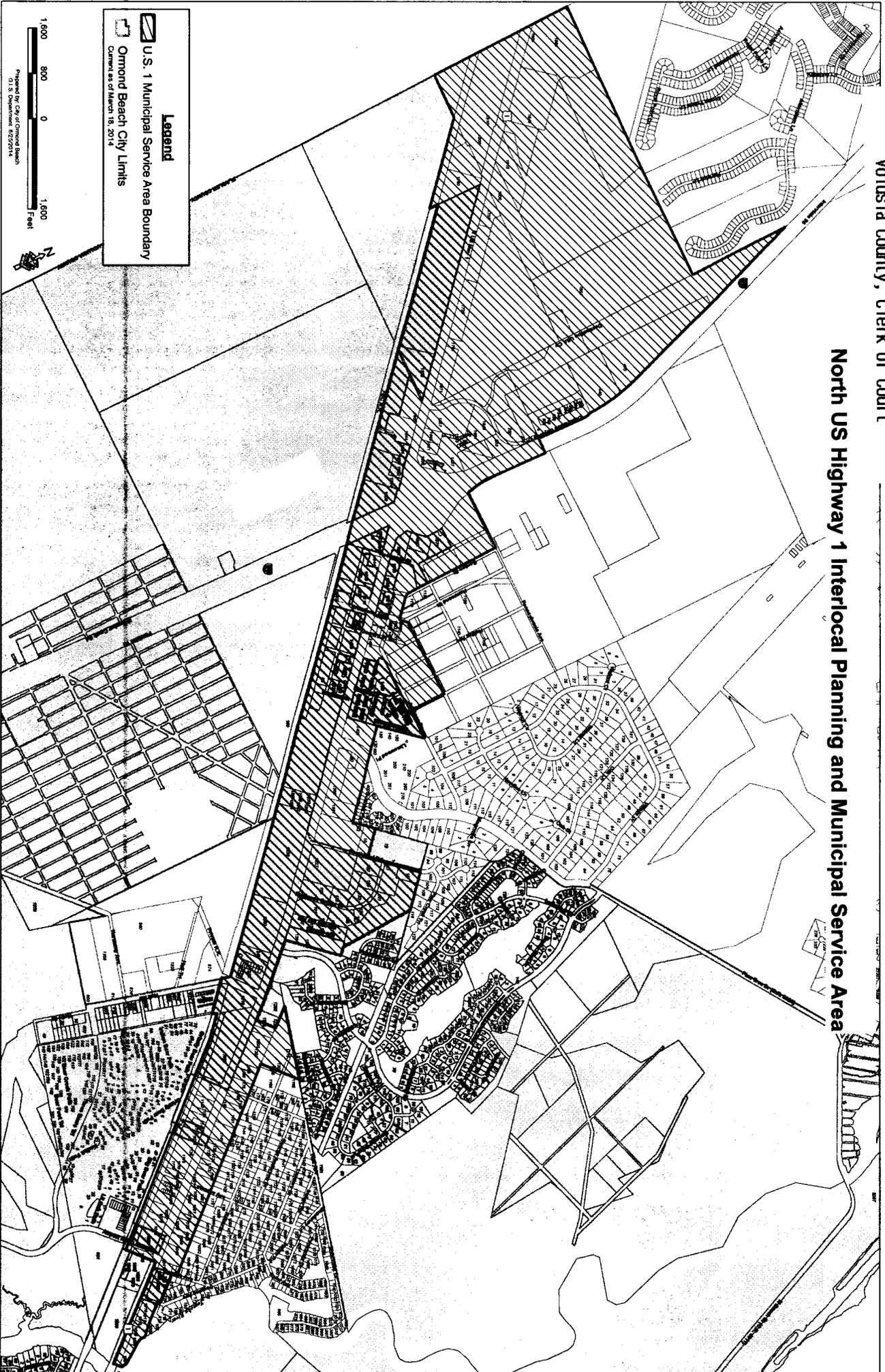
J. Scott McKee
Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and Expiration of commission term:



Instrument# 2014-155369 # 20
Book : 7026
Page : 895
Diane M. Matousek
Volusia County, Clerk of Court

North US Highway 1 Interlocal Planning and Municipal Service Area



Legend

- U.S. 1 Municipal Service Area Boundary
- Ormond Beach City Limits

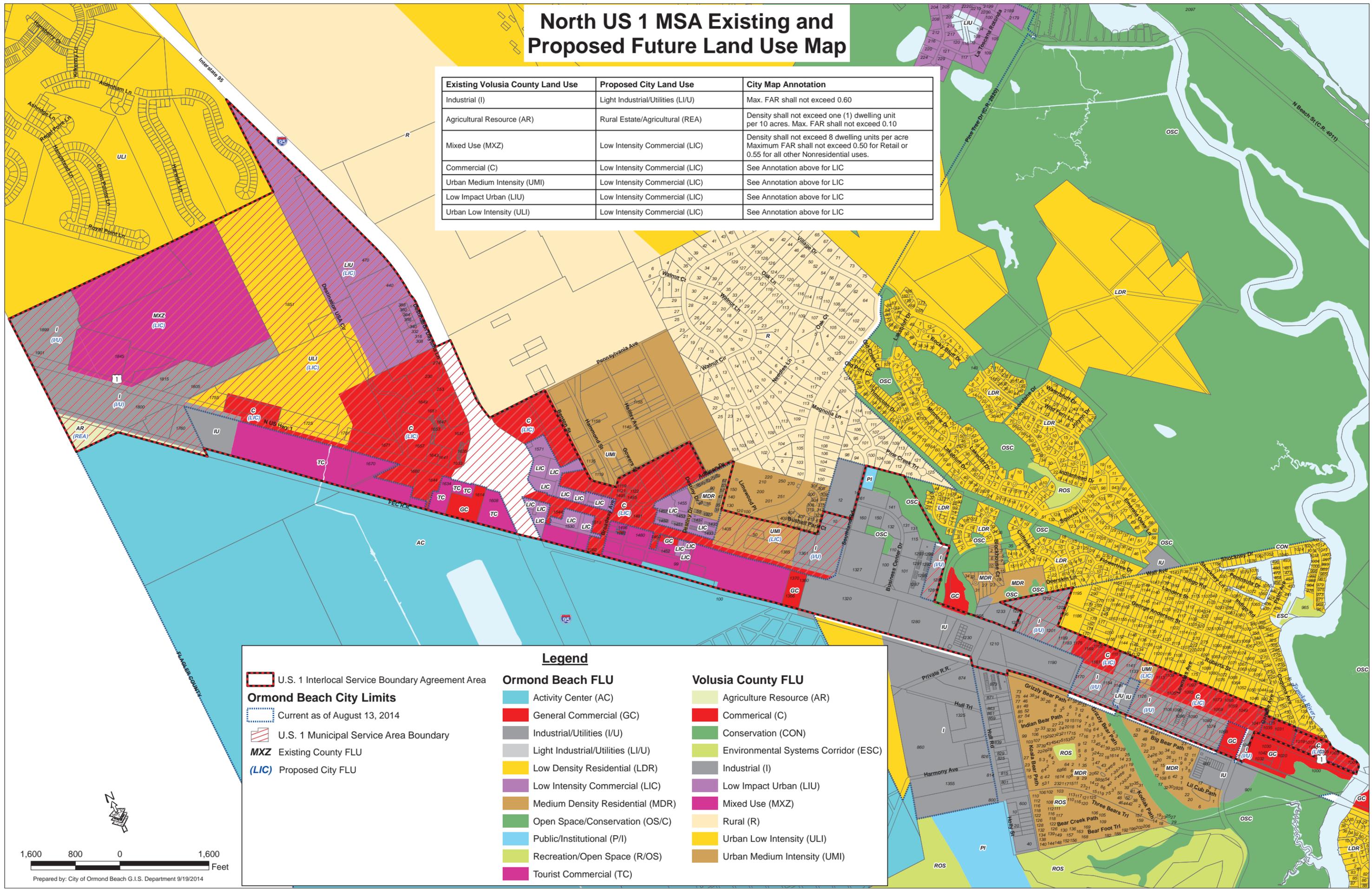
Current as of March 16, 2014

1,600 800 0 1,600 Feet

Prepared by City of Ormond Beach
GIS Department, 6/27/2014

North US 1 MSA Existing and Proposed Future Land Use Map

Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
Industrial (I)	Light Industrial/Utilities (LI/U)	Max. FAR shall not exceed 0.60
Agricultural Resource (AR)	Rural Estate/Agricultural (REA)	Density shall not exceed one (1) dwelling unit per 10 acres. Max. FAR shall not exceed 0.10
Mixed Use (MXZ)	Low Intensity Commercial (LIC)	Density shall not exceed 8 dwelling units per acre Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
Commercial (C)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Medium Intensity (UMI)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Low Impact Urban (LIU)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Low Intensity (ULI)	Low Intensity Commercial (LIC)	See Annotation above for LIC



Legend

U.S. 1 Interlocal Service Boundary Agreement Area	Ormond Beach FLU	Volusia County FLU
Ormond Beach City Limits	Activity Center (AC)	Agriculture Resource (AR)
Current as of August 13, 2014	General Commercial (GC)	Commercial (C)
U.S. 1 Municipal Service Area Boundary	Industrial/Utilities (I/U)	Conservation (CON)
Existing County FLU	Light Industrial/Utilities (LI/U)	Environmental Systems Corridor (ESC)
Proposed City FLU	Low Density Residential (LDR)	Industrial (I)
	Low Intensity Commercial (LIC)	Low Impact Urban (LIU)
	Medium Density Residential (MDR)	Mixed Use (MXZ)
	Open Space/Conservation (OS/C)	Rural (R)
	Public/Institutional (P/I)	Urban Low Intensity (ULI)
	Recreation/Open Space (R/OS)	Urban Medium Intensity (UMI)
	Tourist Commercial (TC)	

1,600 800 0 1,600 Feet
Prepared by: City of Ormond Beach G.I.S. Department 9/19/2014

Weedo, Becky

Subject: RE: Follow-up to Thursday, October 2nd Meeting

From: smorriss@volusia.k12.fl.us [<mailto:smorriss@volusia.k12.fl.us>]

Sent: Friday, October 17, 2014 5:40 PM

To: Weedo, Becky

Subject: RE: Follow-up to Thursday, October 2nd Meeting

Becky – I have reviewed the information that you provided to me at our October 2nd meeting and understand the intent of the North US 1 ISBA Comprehensive Plan Amendment. I do not see an adverse impact to schools associated with the comprehensive plan amendment. Residential development proposals, if any, should be evaluated at the appropriate time to determine its impact.

Thank you and best regards,

Saralee L. Morrissey, AICP
Director, Planning
Volusia County Schools
(386) 255-6475 extension 50772

Make no little plans; they have no magic to stir men's blood...
Make big plans, aim high in hope and work.
~Daniel Burnham

October 31, 2014

Richard P. Goss
Planning Director
City of Ormond Beach
22 South Beach Street
Post Office Box 277
Ormond Beach, Florida 32175-0277

**RE: 815, 855, 915, and 935 Ocean Shore Boulevard Land Use Plan Amendment
and Rezoning Application and Nonconformance Determination**

Dear Mr. Goss:

As you know, Ormond Holiday Club Association, Inc., Ormond Ocean Club North, Inc., The Shoreham Beach Association, Inc., and The Bent Palm Club, Inc. (the "Condominium Associations"), designated me as their representative for the land use plan amendment and rezoning application referenced above. Since then, the Condominium Associations have engaged an attorney, Vivien Monaco, with Burr & Forman, LLP, to represent them in the land use plan amendment and rezoning application, and other matters related to short-term rentals.

As the Condominium Associations' attorney in the above-referenced matters, Ms. Monaco is authorized to represent the Condominium Associations in dealing with the City of Ormond Beach. I will also continue to act on behalf of the Condominium Associations.

Please contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Gary Mann". The signature is written in a cursive, flowing style.

Gary Mann, LCAM

From: [Devine, Matthew](#)
To: [Goss, Ric](#)
Cc: [Weedo, Becky](#); [Monaco, Vivien](#); [Gary Mann \(gmann8751@gmail.com\)](#); [Manager@OrmondHolidayClub.net](#)
Subject: Ocean Shores Boulevard LUPA, Rezoning and Nonconformance Determination - Authorization Letter and Request for Continuance
Date: Tuesday, November 04, 2014 1:13:50 PM
Attachments: [Burr Forman Authorizaton Letter from Garry Mann \(22074596\) \(1\).PDF](#)

Ric,

Vivien Monaco asked that I forward you the attached Authorization Letter signed on behalf of the four condominium associations involved with the above-referenced matter. We'd also like to formally request a continuance of the LUPA and Rezoning items on the planning board agenda, currently scheduled for the November meeting, to February of 2015 to allow us to resolve some of the issues relating to the nonconformance determination and hopefully narrow the issues. Please confirm the continuance or let me know whether you need anything further from our end at this time.

Best regards,
Matt



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