



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

May 19, 2026, 7:00 PM

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

Agenda

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PRESENTATIONS AND PROCLAMATIONS**
 - A. National Police Week
5. **AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA**
6. **APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - May 5, 2026
7. **CONSENT AGENDA**

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

 - A. FEMA HMGP Facility Hardening Grant Modification 3

RESOLUTION NO. 2026-64: A RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION NO. 3 TO A FEMA HAZARD MITIGATION SUBGRANT AGREEMENT REGARDING THE FACILITY HARDENING PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY DOCUMENTS NECESSARY FOR THE CITY TO REALLOCATE CONTINGENCY FUNDS FOR REIMBURSEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

- B. Bureau of Justice Assistance FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Application Submittal

RESOLUTION NO. 2026-65: A RESOLUTION RATIFYING THE SUBMITTAL OF AN ONLINE GRANT APPLICATION IN THE AMOUNT OF \$11,718.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

- C. Hudson Wellfield Expansion - FP&L Underground Distribution Facilities Installation Agreement

RESOLUTION NO. 2026-66: A RESOLUTION AUTHORIZING THE EXECUTION OF AN UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND FLORIDA POWER AND LIGHT FOR THE PURPOSE OF INSTALLING CERTAIN UNDERGROUND ELECTRICAL UTILITIES REQUIRED FOR THE HUDSON WELLFIELD EXPANSION PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND SETTING FORTH AN EFFECTIVE DATE.

- D. Work Authorization - CMAR Hidden Hills Drainage Improvements

RESOLUTION NO. 2026-67: A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STATE CIVIL CONSTRUCTION, INC. TO PROVIDE UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES REGARDING THE HIDDEN HILLS DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

- E. Fleming Avenue Drainage Improvements Additional Work - Final

RESOLUTION NO. 2026-68: A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 TO THAT CONTRACT AWARDED TO BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC., REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, BY INCREASING THE CONTRACT PRICE BY \$14,593.36; AND SETTING FORTH AN EFFECTIVE DATE.

- F. Request to Purchase - International HV Dump Truck

RESOLUTION NO. 2026-69: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE (1) INTERNATIONAL HV SERIES HV607 DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 25-VEH23.0; DECLARING VEHICLE #272 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

- G. **Disposition Item:** Fire Station 93 Mold Remediation

- H. **Disposition Item:** City Manager's Monthly Report, May 2026

8. PUBLIC HEARINGS

- A. Small Scale Comprehensive Plan Amendment, 651 South Ridgewood Avenue

ORDINANCE NO. 2026-09: AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF

ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY "URBAN MEDIUM INTENSITY" (UMI) TO ORMOND BEACH "LOW DENSITY RESIDENTIAL" (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

9. FIRST READING OF ORDINANCES

- A. Administrative Amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers

ORDINANCE NO. 2026-10: AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

10. SECOND READING OF ORDINANCES

- A. Amendment to Code of Ordinances 15-92 and 15-99 Regarding the Sale and Consumption of Alcoholic Beverages (Second Reading)

ORDINANCE NO. 2026-08: AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALY PACKAGED LOW PROOF ALCOHOLIC BEVERAGES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

May 5, 2026, 7:00 PM

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

Minutes

1. CALL TO ORDER

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

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

2. INVOCATION

Reverend Johanna Kiefner, Grace Lutheran Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

A. Captain D.W. Smith

Captain D.W. Smith thanked the Commission, staff, co-workers, the community, and his family for their support over the years.

Mayor Leslie presented a proclamation to Captain Smith in honor of his retirement.

B. National Safe Boating Week

Mayor Leslie presented a proclamation to the members of the U.S. Coast Guard Auxiliary Flotilla 44 celebrating National Safe Boating Week.

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

Ms. Jennifer Bright, PO Box 62, expressed concerns regarding the Andy Romano Beachfront Park projects and funds. She requested the Commission publish within 30 days an itemized year-by-year accounting of park revenues and expenditures since the park opening. She questioned the proposed paid parking program and requested the concessions contract for the park be placed on the next Commission agenda.

Mr. Damien Curry, 65 Seton Trail, stated he was running for Mayor and reviewed his history within the community.

Mr. Jim Bliss, 1 Glen Falls Drive, discussed the Falls Subdivision (Falls) and the lot rates within the community.

Ms. Christine Walsh, 81 Tropical Falls, expressed concerns regarding Ms. Coleen McMahon voicing concerns regarding the Falls via social media with disparaging comments. She stated Ms. McMahon initiated many inspections of the community from numerous entities and noted there were no major issues found. She voiced support for the community and leaders within the Falls.

Mr. Michael A. Blackard, 2 Ribbon Falls, stated there were over 20 individuals attending the meeting to voice similar concerns. He reviewed his history with the community and voiced concerns of what was being presented to the public by Ms. McMahon. He highlighted the management team and urged the Commission to help stop the negativity around the community.

Ms. Brenda Blackard, 2 Ribbon Falls, discussed her history in the Falls community. She reviewed the social media posts made by Ms. McMahon and provided details regarding the background on a couple of the posts.

Ms. Linda Melillo, 102 Misty Falls Drive, indicated there were protesters in front of the Falls community over the past weekend stemming from the social media posts and community investigations. She invited the Commission to visit the community to see the residents, conditions, and management team.

Ms. Theresa Chamberlan, 15 Windsor Falls Drive, expressed support of the Falls and the community, encouraging the Commission to visit.

Mr. Joseph P. Walsh, 45 Falls Way Drive, voiced the need for the negativity around the Falls to stop, noting the love the residents had for the community.

Ms. Katherine Vitale, 12 Rainbow Falls Drive, reviewed lot rent rates within the state, apartment rent rates, and section 8 waitlists. She stated Ms. McMahon wanted the Falls management team to lower the rental rates. She discussed the tax rate for seniors and inquired what the Commission planned to do to help the financial issues facing seniors.

Ms. Linda Sicotakis, 29 Falls Way, highlighted features of the Falls community.

Ms. Jo-Ann Carney, 60 Horseshoe Falls Drive, expressed support for her neighbors within the Falls, stating anyone unhappy with the Falls should move.

Mr. Bob Scanlon, 11 Dover Falls Road, voiced support of the Falls and discussed the bullying and negativity surrounding the neighborhood.

Mr. Robert Vitale, 12 Rainbow Falls Drive, stated he was a part of the security team within the Falls and noted the negativity from social media. He requested Ms. McMahon and others stop posting to social media.

Ms. Elaine Langley, 12 Misty Falls, voiced support of the Falls community and

management team. She reviewed her history with the neighbors.

Commissioner Briley stated he saw the social media posts, noting he never heard complaints directly from the Falls residents.

Commissioner Deaton, Commissioner Tolland, and Mayor Leslie thanked the residents for speaking at the meeting.

Commissioner Tolland inquired if there was anything the city could do to assist with the harassment side of the issue; whereby, Ms. Joyce Shanahan, City Manager, explained the issues were private issues, noting the negativity around social media, and offered prayers to those affected.

Commissioner Sargent and Mayor Leslie discussed the negativity of social media.

Mayor Leslie encouraged the Commission to visit the Falls, noting he would like to visit the neighborhood.

Commissioner Briley reviewed the state legislation regarding rent control, noting it was very limited as to what local governments could do.

Mr. Donald Veal Cunningham, 19 North Younge Street, discussed property development rumors.

Ms. Connie Colby, 108 Roble Lane, stated her support and history with the Falls. She discussed a previously proposed Hand Avenue extension and requested staff look into the extension of Strickland Range Road instead of Hand Avenue.

Mr. Alan Burton, 915 Ocean Shore Boulevard, disclosed he was running for Zone 1 City Commissioner. He discussed putrefaction, Transform386 projects within the city, and flooding.

Ms. Jane Doe, no address, expressed concerns with the standards of how Commission meetings were run and requested one standard be held to all attendees.

Mr. Jerry Valcik, 236 Ormwood Drive, discussed emails he sent to the Commission and thanked them for their work in the community. He thanked Assistant City Manager Shawn Finley for his knowledge and work with the city's water. He reviewed his professional background related to reuse water. He questioned why the topic was popular and discussed the community's aquifer and city's water treatment. He suggested alternatives to "toilet-to-tap".

Ms. Amber Bobak, 397 Collins Street, expressed concerns regarding the increased traffic within the Central Park areas. She stated the need for traffic-calming throughout the city.

Ms. Missy Herrero, Rio Pinar, stated the city's Site Plan Review Committee was meeting on May 6, 2026, for the Tomoka Reserve development. She expressed concerns related to the traffic study completed by the applicant and compatibility with the surrounding neighborhood.

Ms. Michelle C. Zirkelbach, 328 River Bluff Drive, expressed concerns regarding the

Tomoka Reserve development and read an email she previously sent.

Mayor Leslie stated he would forward Ms. Zirkelbach's emails to staff and requested a follow-up response to her.

Ms. Marsha Blew, Honey Bear Path, expressed concerns regarding the Tomoka Reserve development. She requested the Commission look into the Falls and see the other side of the issues, noting there were always two sides to issues.

Ms. Suzanne Scheiber, 548 Sandy Oaks Boulevard, stated she was speaking on behalf of Dream Green Volusia. She expressed concerns regarding data centers and their impact on local infrastructure impacts.

Ms. Cat Pante, protected address, discussed treated wastewater and those who opposed "toilet-to-tap". She discussed water conservation and reducing water pollution. She urged the Commission to ban data centers.

Ms. Elena Krafft, 28 Old Canyon Lane, expressed concerns regarding the earlier City Commission Workshop, comments made by Commissioner Tolland regarding the voters, and noted "toilet-to-tap" was preventable. She encouraged the Commission to add the "toilet-to-tap" issue to the ballot in the 2026 election.

Ms. Darla Widnall, 7 Shawnee Trail, voiced concerns regarding the Tomoka Reserve development, including emergency routes, traffic, environmental permitting, and environmental impacts. She provided a map to the City Clerk regarding the emergency evacuation plan.

6. APPROVAL OF MINUTES

Mayor Leslie advised the minutes from the April 7, 2026, and April 21, 2026, City Commission meetings were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

A. Minutes from City Commission meeting - April 7, 2026

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the April 7, 2026, City Commission meeting minutes.

Motion passed by voice vote.

B. Minutes from City Commission meeting - April 21, 2026

Commissioner Deaton moved, seconded by Commissioner Briley, for approval of the April 21, 2026, City Commission meeting minutes.

Motion passed by voice vote.

7. CONSENT AGENDA

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

Commissioner Sargent and Commissioner Tolland requested Items 7A and 7B be pulled from the Consent Agenda.

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of the Consent Agenda, absent Items 7A and 7B.

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

- C. Community Development Block Grant, FY 2026-27 Sanchez Park Improvements Application

RESOLUTION NO. 2026-59: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE FISCAL YEAR 2026/27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING ASSISTANCE FOR IMPROVEMENTS TO SANCHEZ PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

- D. Community Development Block Grant, FY 2026-27 Forest Hills Blvd. Sidewalk Application

RESOLUTION NO. 2026-60: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE FISCAL YEAR 2026/27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING ASSISTANCE FOR IMPROVEMENTS TO THE FOREST HILL BOULEVARD SIDEWALK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

- E. Bid Award - Service Line Inventory

RESOLUTION NO. 2026-61: A RESOLUTION ACCEPTING A BID FROM THE NEXT WAVE PLUMBING, LLC FOR CONSTRUCTION SERVICES REGARDING THE LEAD SERVICE LINE INVENTORY PROJECT, UNDER BID NO. 2026-14; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

- F. Bid Award - Fires Station 93 Wind Wall and Pad Construction

RESOLUTION NO. 2026-62: A RESOLUTION ACCEPTING A BID FROM GREG REYNOLDS CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE FIRE STATION 93 WIND WALL AND PAD CONSTRUCTION PROJECT, UNDER

BID NO. 2026-19; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

G. Volusia County Schools SRO Agreement

RESOLUTION NO. 2026-63: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

H. **Disposition Item:** Auto Renewal - Debris Removal Contract

I. **Disposition Item:** Intent To Bid – Halifax River Utility Crossing

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

A. Fortunato Park Pier and Gazebo Construction, Florida Inland Navigation District Grant

RESOLUTION NO. 2026-57: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE CONSTRUCTION OF A PIER AND GAZEBO AT FORTUNATO PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2026-57, as read by title only.

Commissioner Sargent inquired if there were other funding sources to speed up the process, voicing concerns with the amount of time the piers for Items 7A and 7B were unusable.

Commissioner Briley asked if the pier for 7A could be funded with the Community Redevelopment Agency (CRA) funds; whereby, Ms. Shanahan stated she believed as it was a repair and not a new park, CRA funds could not be utilized for the project.

Commissioner Tolland questioned if the general funds could be used until grant money was received; whereby, Ms. Shanahan stated there was a chance the grant could not be received.

Commissioner Sargent expressed frustration with the delays caused by the grant processes.

Mayor Leslie questioned past grants; whereby, Mr. Finley clarified the past grants related to the two projects were for design and provided an update on the two projects. Mayor Leslie inquired about other grant possibilities; whereby, Ms. Shanahan stated she believed staff exhausted all grant opportunities, noting she could bring information back regarding the utilization of general funds.

Mayor Leslie and Commissioner Tolland suggested started the bid process to keep the

project moving; whereby, Ms. Shanahan stated a project could not be started if there were grant funds involved, as they were typically not reimbursed.

Mr. Finley reviewed the timeline of the projects.

Commissioner Briley inquired if a grant from the Port Authority was applied for; whereby, Mr. Finley stated he did not believe the city looked at the Port Authority for grants.

Ms. Shanahan stated if the Commission desired, the items could be pulled from the Agenda to allow staff further time to review funding sources such as the Port Authority and utilization of general funds.

Mr. Finley suggested approving the grants, noting if the grants were approved before the project started, they could be utilized, otherwise staff could not accept the grants if approved and other funds were utilized.

Commissioner Sargent expressed the need for the project to keep moving forward; whereby, Mayor Leslie and Commissioner Tolland agreed.

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

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

B. Riviera Park Pier and Gazebo Construction, Florida Inland Navigation District Grant

RESOLUTION NO. 2026-58: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE CONSTRUCTION OF A PIER AND GAZEBO AT RIVIERA PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Resolution No. 2026-58, as read by title only.

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

Commissioner Comments on the Consent Agenda

Commissioner Briley thanked staff for Item 7D regarding the Community Development Block Grant for the Forest Hill Boulevard sidewalk project; whereby, Mayor Leslie echoed support.

8. PUBLIC HEARINGS

Mayor Leslie opened the Public Hearings.

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

- A. Ormond Crossings Central, Establishment of a Community Development District (CDD) (SECOND READING)

ORDINANCE NO. 2026-06: AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING CENTRAL, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Jonathan Johnson, applicant representative, reviewed the history of the Community Development Districts (CDD) for Ormond Crossings and stated he would appreciate the Commission’s support of the items.

Commissioner Deaton moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2026-06, on second reading, as read by title only.

Mr. Burton expressed concerns regarding the Ormond Crossings development and recreation space. He requested the Commission consider adding recreation projects for the Ormond Crossing areas.

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

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

- B. Ormond Crossings East, Establishment of a Community Development District (CDD) (SECOND READING)

ORDINANCE NO. 2026-07: AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING EAST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2026-07, on second reading, as read by title only.

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

Mayor Leslie closed the Public Hearings.

9. FIRST READING OF ORDINANCES

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

- A. Amendment to Code of Ordinances 15-92 and 15-99 Regarding the Sale and Consumption of Alcoholic Beverages

ORDINANCE NO. 2026-08: AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALLY PACKAGED LOW PROOF ALCOHOLIC BEVERAGES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2026-08, on first reading, as read by title only.

Ms. Ann-Margret Emery, Deputy City Attorney, explained the proposed ordinance was to allow the sale of commercially packaged low-proof acholic beverages at events on city property.

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

10. DISCUSSION AND DIRECTION ITEMS

- A. Yoon Way Street Name Change

Mr. Finley reviewed the Commission's request to update the Yoon Way street name. He noted the three suggested street names in the packet were approved by Volusia County.

Commissioner Briley voiced support for Forty Winds Way.

Commissioner Deaton stated the Yoon family requested Corner Stone Way, and would support the Corner Square Way option as it was similar.

Commissioner Sargent indicated he did not support the three proposed street names and suggested Bakaysa Boulevard honoring fallen Officer Michael Bakaysa.

Commissioner Deaton requested staff check with the Bakaysa family to see if they had

interest in the name change; whereby, Commissioner Tolland agreed, noting she would support Corner Square way. Commissioner Deaton inquired if the Yoon family could get the Yoon Way street sign when it was taken down; whereby, the Commission did not oppose.

Mayor Leslie questioned if staff could look into the Bakaysa Boulevard option; whereby, Commissioner Deaton requested staff confirm with the Bakaysa family before moving forward to determine interest.

Mr. Finley stated he would verify with Volusia County first if it was an option for the street name, then touch base with the Bakaysa family; whereby, the entire Commission agreed.

11. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, Requests, and Congratulations

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

The entire Commission congratulated Captain Smith on his retirement and thanked his family for their support.

Commissioner Sargent inquired if the Employee of the Year could throw the first pitch at the Employee Appreciation night at the Daytona Tortuga's baseball game; whereby, Ms. Shanahan stated the city was not asked to throw the first pitch and the team reached out directly to individuals for that.

Commissioner Deaton questioned if Mayor Leslie was asked to throw the first pitch, would he be willing to allow the Employee of the Year to do it; whereby, Mayor Leslie stated he would discuss with Ms. Shanahan.

Commissioner Sargent highlighted the changes to city's website and agenda portal. He requested video live-streaming be added to the budget.

Commissioner Deaton thanked the speakers for their comments regarding Tomoka Reserve and noted she was sharing emails received with staff.

Commissioner Tolland read an email received by Ms. Lucy Jackman and the Friends of the Performing Arts Center (PAC).

Mayor Leslie stated he believed the brick fundraiser from the Friends of the PAC was ongoing; whereby, Commissioner Tolland stated that was accurate.

Commissioner Tolland thanked those who spoke on behalf of the Falls and encouraged Ms. McMahan to hear their concerns. She discussed concerns regarding the Tattersall development buffers. She discussed the City of DeLand's changes to their ordinances regarding electronic bicycles (e-bikes). She highlighted the need for kindness within the community. She inquired if Mayor Leslie would support a proclamation honoring Ms. Maryam Ghyabi-White; whereby, Mayor Leslie stated he would speak with the City Clerk.

Mayor Leslie reviewed events he attended. He thanked those who spoke regarding the Falls and Tomoka Reserve

Hand Avenue

Commissioner Briley inquired if there was any update regarding the Hand Avenue construction; whereby, Mr. Finley stated he planned to follow up with Volusia County later in the week.

Commissioner Tolland voiced disappointment with Volusia County and their stance on the construction of Hand Avenue, noting there was a petition going around and would encourage those opposing the final design of the roadway to attend meetings and town halls hosted by the County Council and their members.

Mr. Finley stated he was looking to meet with county staff members and noted the affected church offered to create a new entrance to support the changed roadway.

Reuse Water

Commissioner Tolland discussed reuse water and the treatment of reuse water. She stated she did not support taking away a reuse treatment option from future Commissions at the time. She clarified the topic was complicated, and some voters read about topics on the ballot for the first time on election day. She noted the importance of education.

Mayor Leslie thanked staff for their work on the earlier workshop and stated education for the public was important but can be tricky as there were some who did not know who their elected officials were. He stated it would be tough to educate the voters on water treatment.

Commissioner Tolland requested the workshop presentation be added to the website.

Data Centers

Commissioner Tolland discussed the need for the city to look into data centers and the resources they utilized, suggesting banning the data centers.

Commissioner Deaton expressed concerns of data center impacts to the surrounding communities, noting she would support a ban.

Commissioner Sargent stated he would support staff bringing options to the Commission on how to ban them, noting the need to do it properly with all the current legislation.

12. ADJOURNMENT

Mayor Leslie adjourned the meeting at 9:25 PM.

APPROVED: May 19, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	May 19, 2026	Item No	7.A.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	FEMA HMGP Facility Hardening Grant Modification 3		
Recommended Action	Staff recommends approval of Modification 3 and authorization for the Mayor and City Manager to execute any future request to reallocate the contingency funds of \$87,982.50 for reimbursement.		
Strategic Goal	Public Safety - Ensure the physical security of City assets and operations.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

On June 18, 2018, the City Commission approved Res. No. 2018-73, which authorized submission of a grant application to FEMA under the Hazard Mitigation Grant Program for the Facility Hardening project. The resolution further authorized the Mayor and City Manager to execute the contract and necessary documents to accept a grant award.

The original scope for the Facility Hardening project involved replacement of existing non-impact windows and doors at City Hall, the Police Department, Fleet Operations, Public Works, and the Performing Arts Center. These facilities are vital to the operation of the city before, during, and after major storm events and require hardening protection for city functions to operate during such emergencies.

On April 9, 2020, the Federally-Funded Subaward and Grant Agreement was executed (Agreement H0193; FEMA Project 4337-88-R). The City was awarded \$627,153 of federal funds towards the total project cost of \$836,204, and the City was responsible for the remaining \$209,051. On June 8, 2022, Modification 1 was executed, which extended the agreement expiration date from May 31, 2022, to May 31, 2023. On December 21, 2023, Modification 2 was executed, which extended the agreement expiration date to May 31, 2024.

The City based the original grant application and budget on glass window and door replacement in certain locations at the 5 facilities. Upon completion of the project in February 2023, the Florida Department of Emergency Management conducted an inspection and determined additional openings must be addressed at each of the facilities. City staff received pricing for the required

impact glass windows and doors, overhead rolling doors, metal doors, louvers, roof exhaust fans and vents, and all associated costs required for installation. The City subsequently requested a budget increase and extension of the agreement expiration to complete the additional work.

At this time, staff requests approval of Modification 3, which increases the total project cost to \$2,463,514, as shown in the chart below, and extends the expiration date of the agreement to December 31, 2027.

	Total Project Cost	Federal Share	City Share
Original Contract	\$836,204	\$627,153	\$209,051
Proposed Increase	\$1,510,000	\$1,132,500	\$377,500
Proposed Contingency	\$117,310	\$87,982.50	\$29,327.50
Modification 3 Total	\$2,463,514	\$1,847,635.50	\$615,878.50

The federal share of the project cost includes \$87,982.50 in contingency funds, which are not automatically available for use. To release the contingency funds, the City must request a modification to reallocate them into the budget. As such, staff requests authorization for the Mayor and City Manager to execute any future request to reallocate the contingency funds for reimbursement.

Financial Impact

There are sufficient funds for the total project cost of \$2,463,514 in the General Capital Improvements Fund (301). FEMA will reimburse \$1,847,635.50 and the City is responsible for the remaining \$615,878.50.

Citizen Impact

There will be no impact on citizens during construction. Once completed, the facility hardening will enable City staff to continue operations during and after major weather events and to provide necessary resources to citizens affected by those events.

Attachments

1. 26-64 HMGP Modification 3 Facility hardening (P26-0057G)
2. 4337-88-R Modification 3
3. Res No. 2018-73
4. 4337-88-R Contract
5. 4337-88-R Modification 1
6. 4337-88-R Modification 2

RESOLUTION NO. 2026-64

A RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION NO. 3 TO A FEMA HAZARD MITIGATION SUBGRANT AGREEMENT REGARDING THE FACILITY HARDENING PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY DOCUMENTS NECESSARY FOR THE CITY TO REALLOCATE CONTINGENCY FUNDS FOR REIMBURSEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on June 26, 2018 by Resolution 2018-73, the City Commission authorized the execution of a FEMA Hazard Mitigation Federally-Funded Subaward and Grant Agreement for the City's facility hardening project which was subsequently amended by Modification No. 1 on June 8, 2022 and Modification No. 2 on December 21, 2023, and

WHEREAS, the parties desire to execute Modification No. 3 for the purpose of additional funding assistance in the amount of \$1,132,500.00 to complete additional work required by FEMA, bringing the total project cost to \$2,463,514.00, a copy of said Modification is attached hereto and incorporated herein by reference, and

WHEREAS, the City is required to contribute additional funds of \$406,827.50 (25% of the additional FEMA funds), and

WHEREAS, the City Manager has certified that the City's additional contribution has been appropriated to the General Capital Improvement Fund (301) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to execute Modification No. 3 to Subgrant Agreement between the City and Division of Emergency Management, including any and all documents that are necessary to reallocate contingency funds for reimbursement regarding the City's facility hardening project and to pay the City's additional contribution of \$406,827.50 from the General Capital Improvement Fund.

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

APPROVED AND AUTHENTICATED this 19th day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Ormond Beach
PROJECT #:	4337-088-R
PROJECT TITLE:	City of Ormond Beach, Five Facilities, Wind Retrofit
HMGP CONTRACT #:	H0193
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	Three

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Alex Schumann City Engineer 22 South Beach Street Suite 104 Ormond Beach, Florida 32174

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Ormond Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
<input type="checkbox"/>	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
<input checked="" type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-359-9349 or email me at liliana@yagroup.com.

Contract Number: H0193

Project Number: 4337-088-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF ORMOND BEACH**

This Modification Number Three made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Ormond Beach ("the Sub-Recipient") to modify Contract Number H0193, dated April 09, 2020, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$627,153.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on May 31, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms and increase the Federal Funding by \$1,132,500.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin April 09, 2020 and shall end December 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$1,132,500.00, for the maximum amount payable under the Agreement to \$1,759,653.00, (One Million Seven Hundred Fifty-Nine Thousand Six Hundred Fifty-Three Dollars and No Cents)
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 3rd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and

returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF ORMOND BEACH

Witness: _____

By: _____

Jason Leslie, Mayor

Printed Name: _____

By: _____

Joyce A. Shanahan, City Manager

Witness: _____

Printed Name: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(3rd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to public facilities in Ormond Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-088-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ormond Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to five (5) public facilities, located in Ormond Beach, Florida 32174.

The HMGP project scope of work proposes a hurricane wind retrofit that includes the installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH winds for the City Hall, Public Works, Fleet Operations, and Performing Arts Center, or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	City Hall	22 S. Beach Street, Ormond Beach, Florida 32174	(29.284904, -81.055908)
2)	Police Department	170 W. Granada Blvd, Ormond Beach, Florida 32174	(29.283100, -81.060915)
3)	Fleet Operations	500 N. Orchard Street, Ormond Beach, Florida 32174	(29.287634, -81.073637)
4)	Public Works	501 N. Orchard Street, Ormond Beach, Florida 32174	(29.288341, -81.072732)
5)	Performing Arts Center	399 N. US 1 Orchard Street, Ormond Beach, Florida 32174	(29.291395, -81.069647)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.

- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGF Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly

shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to five (5) public facilities in Ormond Beach, Florida 32174, by the installation of aluminum impact rated windows and doors in existing openings at each facility. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH winds for the City Hall, Public Works, Fleet Operations and Performing Arts Center or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specifications and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind

protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

*(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-088-R**. It is funded under HMGP, FEMA-4337-DR-FL, and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 12, 2019; this Agreement was executed on April 09, 2020, and the Period of Performance for this project shall end on **December 31, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	12	Months
Construction Plan/Technical Specifications:	6	Months
Bidding / Local Procurement:	4	Months
Permitting:	6	Months
Construction / Installation:	48	Months
Local Inspections / Compliance:	12	Months
State Final Inspection / Compliance:	12	Months
Closeout Compliance:	4	Months
Total Period of Performance:	104	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$2,074,765.00	\$1,556,073.75	\$518,691.25
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$271,439.00	\$203,579.25	\$67,859.75
Initial Agreement Amount:	\$2,346,204.00	\$1,759,653.00	\$586,551.00
***Contingency Funds:	\$117,310.00	\$87,982.50	\$29,327.50
Project Total:	\$2,463,514.00	\$1,847,635.50	\$615,878.50

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$117,310.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

Funding Summary Totals

Federal Share:	\$1,847,635.50	(75.00%)
Non-Federal Share:	\$615,878.50	(25.00%)
Total Project Cost:	\$2,463,514.00	(100.00%)

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
	Title:	
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
	Name:	
	Signature:	
	Title:	
	Date:	

RESOLUTION NO. 2018-73

A RESOLUTION AUTHORIZING THE SUBMITTAL OF THREE GRANT APPLICATIONS UNDER THE FEMA HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE FOLLOWING PROJECTS: THE STORMWATER OUTFALL CHECK VALVES PROJECT; THE STRICKLAND CREEK FLOOD IMPROVEMENTS PROJECT; AND THE FACILITY HARDENING PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACTS NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to submit a grant application to FEMA under the Hazard Mitigation Grant Program for the Stormwater Outfall Check Valves, for improvements to the stormwater outfall system to install 104 check valves on the City's stormwater outfall will restrict tidal surges from backing up into the stormwater pipes and flooding low lying areas, a copy of the costs are attached hereto and incorporated herein by reference as Exhibit "A" and listed as LMS Priority #3 on the Priority List for Volusia County FL HMGP FEMA-4337-DR-FL Hurricane Irma FINAL 5/8/2018, for the purpose of obtaining funding assistance in the amount of \$1,050,000.00 (75% of total Project cost) for the Stormwater Outfall Check Valves project, and

WHEREAS, the City Commission desires to submit a grant application to FEMA under the Hazard Mitigation Grant Program for the Strickland Creek Flood Improvements, for the construction of a weir within the confines of Strickland Creek to restrict backflow from the creek into the City's low lying areas, a copy of the costs are attached hereto and incorporated herein by reference as Exhibit "A" and listed as LMS Priority #22 on the Priority List for Volusia County

FL HMGP FEMA-4337-DR-FL Hurricane Irma FINAL 5/8/2018, for the purpose of obtaining funding assistance in the amount of \$9,000,000.00 (75% of total Project cost) for the Strickland Creek Flood Improvements project, and

WHEREAS, the City Commission desires to submit a grant application to FEMA under the Hazard Mitigation Grant Program for Facility Hardening project will replace existing non-impact windows and doors at city facilities that are vital before during and after a major storm event and require hardening protection so City functions can continue to operate, a copy of the costs are attached hereto and incorporated herein by reference as Exhibit “A” and listed as LMS Priority #10 on the Priority List for Volusia County FL HMGP FEMA-4337-DR-FL Hurricane Irma FINAL 5/8/2018, for the purpose of obtaining funding assistance in the amount of \$750,000.00 (75% of total Project cost) for the Facility Hardening project, and

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

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit the grant application, including any and all documents that are necessary and incidental thereto to FEMA under the Hazard Mitigation Grant Program in the amount of \$1,050,000.00 (75% of total Project cost) for improvements to the stormwater outfall system to install check valves which will restrict tidal surges from backing up into the stormwater pipes and flooding low lying areas for the Stormwater Outfall Check Valves project, LMS Priority #3 on the

Priority List for Volusia County FL HMGP FEMA-4337-DR-FL Hurricane Irma FINAL 5/8/2018, attached hereto as Exhibit “B” and incorporated herein by reference.

SECTION TWO. The City Manager or her designee is hereby authorized and directed to submit the grant application, including any and all documents that are necessary and incidental thereto to FEMA under the Hazard Mitigation Grant Program in the amount of \$9,000,000.00 (75% of total Project cost) for the construction of a weir within the confines of Strickland Creek to restrict backflow from the creek into the City's low lying areas, for the Strickland Creek Flood Improvements project, LMS Priority #22 on the Priority List for Volusia County FL HMGP FEMA-4337-DR-FL Hurricane Irma FINAL 5/8/2018, attached hereto as Exhibit “C” and incorporated herein by reference.

SECTION THREE. The City Manager or her designee is hereby authorized and directed to submit the grant application, including any and all documents that are necessary and incidental thereto to FEMA under the Hazard Mitigation Grant Program in the amount of \$750,000.00 (75% of total Project cost) to replace existing non-impact windows and doors at City Hall, Police Department, Fleet Operations, Public Works, and Performing Arts Center building that are vital before during and after a major storm event and require hardening protection so City functions can continue to operate, for Facility Hardening project, LMS Priority #10, on the Priority List for Volusia County FL HMGP FEMA-4337-DR-FL Hurricane Irma FINAL 5/8/2018 attached hereto as Exhibit “D” and incorporated herein by reference.

SECTION FOUR. The Mayor and City Manager are hereby further authorized and directed to execute any contract, including any and all documents that are necessary and incidental thereto, for the City to accept the various grant awards.


SECTION FIVE. The City Manager hereby certifies that the City's matching funds for the Stormwater Outfall Check Valves project LMS Priority #3 will be derived from the Stormwater Fund (107).

SECTION SIX. The City Manager hereby certifies that the City's matching funds for the Facility Hardening project LMS Priority #10 will be derived from the General Fund (001).

SECTION SEVEN. The matching funds for Strickland Creek Flood Improvement project LMS Priority #22 will require a loan from the water and wastewater fund which would be reimbursed upon receipt of the 75% funding from FEMA and then the 25% balance over a period of time to be determined.

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

APPROVED AND AUTHENTICATED this 26th day of June, 2018.



BILL PARTINGTON
Mayor

ATTEST:



J. SCOTT McKEE
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: John Noble, City Engineer
Date: June 26, 2018
Subject: FEMA HMGP Grant Applications
Commission Goal: N/A

Introduction

This is a request for the City Commission to authorize the submittal of three grant applications to the FEMA Hazard Mitigation Grant Program (HMGP) under Federal Disaster declaration for Hurricane Irma, FEMA-4337-DR-FL. Staff is proposing to submit applications for the following projects:

1. Stormwater Outfall Check Valves
2. Strickland Creek Flood Improvements
3. Facility Hardening

Background

The HMGP is administered by FEMA and provides grants to states and local governments to implement long-term hazard mitigation measures after major disaster declarations. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from disasters. Eligible projects are those that will reduce or eliminate the losses from future disasters. Potential projects are selected by the state, and must meet certain minimum criteria. The criteria are designed to ensure that the most cost-effective and appropriate projects are selected for funding.

Application criteria require that state and local governments have an approved Local Mitigation Strategy (LMS) to be eligible to apply and require that projects submitted are a part of the LMS. The City participates in the Volusia County LMS and these projects were submitted, approved, and are included in the LMS project listing (see attached). The funding under this Notice of Funding Availability (NOFA) is from Hurricane Irma (FEMA-4337-DR-FL). As Volusia County was a county directly affected by Hurricane Irma, projects within Volusia County are eligible for Tier 1 funding. Deadline for application submittal to FEMA is August 6, 2018.

Discussion

Two of the projects proposed for submittal are flood prevention related. Hurricane Irma resulted in significant storm surge impacts affecting many residents that live along the Halifax River and Strickland Creek within the City. The stormwater Outfall Check Valve project is to install 104 check valves on the City's stormwater outfalls that discharge into the Halifax River, Tomoka River, and Strickland Creek. These check valves will restrict tidal surges from backing up into the stormwater pipes and flooding low lying areas. Several Cities throughout Florida have incorporated these check valves to their outfall pipes and have had success in mitigating tidal and storm surge flooding.

The Strickland Creek Flood Improvement Project includes the construction of a weir within the confines of Strickland Creek that can be operated to close and restrict backflow from the creek into the City's low lying areas. In addition a pump station will be constructed to pump excess runoff from Strickland Creek to the Halifax River.

The Facility Hardening project will replace existing non-impact windows and doors at City Hall, Police Department, Fleet Operations, Public Works, and Performing Arts Center Buildings. These facilities are vital before during and after a major storm event and require hardening protection so City functions can continue to operate. The LMS proposal forms for these three projects are attached.

Budget Impact

If the grant applications are approved by FEMA for funding, FEMA will pay 75% of the cost. The cost for the three projects are provided below:

<u>Title</u>	<u>Total Cost</u>	<u>HMGP(75%)</u>	<u>Match(25%)</u>
Stormwater Outfall Check Valves	\$1,400,000	\$1,050,000	\$350,000
Facility Hardening	\$1,000,000	\$750,000	\$250,000
Strickland Creek Flood Imp.	\$12,000,000	\$9,000,000	\$3,000,000

Funding to support the Stormwater Outfall and Strickland Creek Flood Improvements identified above is available from the Stormwater Fund. Funding for the Facility Hardening is available from the General Capital Improvements Fund. A short-term loan would be required to provide the necessary cash outlay and would be repaid immediately upon reimbursement from FEMA.

Citizen Impact

Citizen impact during construction would include temporary traffic delays during installation of piping within the public roadways. Once construction is complete, citizens can expect a significant reduction in the flooding potential of area roadways and homes that currently result from major storm events. The hardening of City Facilities will enable City Staff to continue to operate out of City Facilities during and after major emergency events and to provide the resources necessary to the Citizens affected.

Recommendation

It is recommended that the City Commission approve the submission of the identified projects to FEMA's HMGP grant program.

Attachments:

- 18-073A,R,E - FEMA HMGP SUBMIT 3 GRANT APPS P18-0069G MT #3565 (PDF)
- Facility Hardening - Impact Windows and Doors (PDF)
- Stormwater Flap Gate (PDF)
- Strickland Creek Resiliency_LMS 2018 (PDF)
- Priority List for Volusia HMGP FEMA-4337-DR-FL FINAL 05082018 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/18/2018


Claire Whitley, Acting Assistant City Manager 6/19/2018

APPROVED BY:


Joyce A. Shanahan, City Manager 6/20/2018



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

April 3, 2020

Mr. Shawn P. Finley, P.E.
Public Works Director
City of Ormond Beach
501 North Orchard Street
Ormond Beach, Florida 32175

**Re: 4337-88-R, City of Ormond Beach
Wind Retrofit Project**

Dear Mr. Finley:

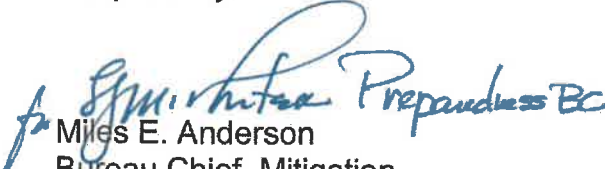
Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number (H0193) between City of Ormond Beach and the Division of Emergency Management.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Renee Singh, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at (850) 815-4578.

Respectfully,


Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:km/vsa

Enclosure

Agreement Number: H0193

Project Number: 4337-88-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name:	<u>CITY OF ORMOND BEACH</u>
Sub-Recipient's unique entity identifier:	<u>59-6000398</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>April 12, 2019</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru May 31, 2022</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$627,153.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$627,153.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$627,153.00</u>
Federal award project description (see FFATA):	<u>Wind Retrofit Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Ormond Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4578
Email: Renee.singh@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Shawn P. Finley, Public Works Director
City of Ormond Beach
501 North Orchards Street, Room #501
Ormond Beach, Florida 32174
Telephone: (386) 676-3394
Email: Shawn.Finley@ormondbeach.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **May 31, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$627,153.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Ormond Beach

Witnesses: Wendy Horitz

Print Name: Wendy Horitz

Print Name: Colby AILETO

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

Date: March 17, 2020

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Jared Moskowitz *Preparedness BC*

Name and Title: Jared Moskowitz, Director

Date: 9 April 2020

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: \$627,153.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to protect public facilities in Ormond Beach, Volusia, County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-88-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ormond Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit five (5) public facilities, located in Ormond Beach, Volusia County, Florida, 32174.

The scope of work proposes to protect several public facilities within Ormond Beach, Florida 32174.

The mitigation measure shall involve a hurricane wind retrofit that includes installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Project Locations:

Building	Address	Coordinates
City Hall	22 S. Beach Street, Ormond Beach FL 32174	(29.284904, -81.055908)
Police Department	170 W. Granada Blvd, Ormond Beach FL 32174	(29.283100, -81.060915)
Fleet Operations	500 N. Orchard Street, Ormond Beach FL 32174	(29.287634, -81.073637)
Public Works	501 N. Orchard Street, Ormond Beach FL 32174	(29.288341, -81.072732)
Performing Arts Center	399 N. US 1 Orchard Street, Ormond Beach FL 32174	(29.291395, -81.069647)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to five (5) public facilities in City of Ormond Beach, Volusia County, Florida 32174, by installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act

(NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date and a new schedule of work to the Division, a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

This is FEMA project number **4337-88-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 12, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State/Local Contracting Process:	3	Months
Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
State/Local Inspections:	2	Months
Closeout:	1	Month
Total Period of Performance:	24	Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$836,204.00	\$627,153.00	\$209,051.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$836,204.00	\$627,153.00	\$209,051.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$836,204.00	\$627,153.00	\$209,051.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$627,153.00	(75%)
Non-Federal Share:	\$209,051.00	(25%)
Total Project Cost:	\$836,204.00	(100%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: CITY OF ORMOND BEACH

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Wind Retrofit Project PROJECT #: 4337-88-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0193

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ___%	Obligated Non- Federal ___%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
	_____ GOVERNOR'S AUTHORIZED REPRESENTATIVE
	_____ DATE

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: CITY OF ORMOND BEACH PAYMENT #: _____
 PROJECT TYPE: Wind Retrofit Project PROJECT #: 4337-88-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0193

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF ORMOND BEACH

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: CITY OF ORMOND BEACH PROJECT #: 4337-88-R
PROJECT TYPE: Wind Retrofit Project CONTRACT #: H0193
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CITY OF ORMOND BEACH

Sub-Recipient's Name

H0193

DEM Contract Number

4337-88-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-88-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$627,153.00
OBLIGATION/ACTION DATE: April 12, 2019
SUBAWARD DATE (if applicable): _____

DUNS#: 087320164
DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Ormond Beach
 DBA NAME (IF APPLICABLE): _____
 PRINCIPAL PLACE OF BUSINESS ADDRESS: 22 South Beach Street
 ADDRESS LINE 1: _____
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY Ormond Beach STATE FL ZIP CODE+4** 32174-6386

PARENT COMPANY DUNS# (if applicable): _____
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit five (5) public facilities, located in Ormond Beach, Volusia County, Florida, 32174.

The scope of work proposes to protect the following public facilities: City Hall located at 22 S. Beach Street, Ormond Beach FL 32174; Police Department located at 170 W. Granada Boulevard, Ormond Beach FL 32174; Fleet Operations located at 500 N. Orchard Street, Ormond Beach FL 32174; Public Works located at 501 N. Orchard Street, Ormond Beach FL 32174 and Performing Arts Center located at 399 N. US1 Orchard Street, Ormond Beach FL 32174.

The mitigation measure shall involve a hurricane wind retrofit that includes installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Project Locations:

Building	Address	Coordinates
City Hall	22 S. Beach Street, Ormond Beach FL 32174	(29.284904, -81.055908)
Police Department	170 W. Granada Blvd, Ormond Beach FL 32174	(29.283100, -81.060915)
Fleet Operations	500 N. Orchard Street, Ormond Beach FL 32174	(29.287634, -81.073637)

Public Works	501 N. Orchard Street, Ormond Beach FL 32174	(29.288341, -81.072732)
Performing Arts Center	399 N. US 1 Orchard Street, Ormond Beach FL 32174	(29.291395, -81.069647)

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: see project locations listed above

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

- In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

- Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Joyce A. Shanahan, City Manager

DATE: March 17, 2020

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

June 8, 2022

Mr. Alex Schumamm
City Engineer
22 South Beach Street, Suite 104
Ormond Beach, FL 32174

Re: Project #4337-88-R, City of Ormond Beach

Dear Mr. Schumamm:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number one (#1) (Contract #H0193) between City of Ormond Beach and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Renee.Singh@em.myflorida.com. The Project Manager for this contract is:

Renee Singh, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd,
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at (850) 815-4578.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
DN: cn=Laura Dhuwe, o=DEM,
ou=Mitigation,
email=Laura.Dhuwe@em.myflorida.co
m, c=US
Date: 2022.06.08 15:32:14 -0400'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

UNIQUE ENTITY ID

Project # (App #): 4337-88-R App # -()

Sub-Recipient: City of Ormond Beach

Unique Entity ID: P7N5EWNDK217

Submitted by: Loretta Moisio

Phone #: 386-676-3315 Cell #: 386-212-0656

E-mail Address: Loretta.Moisio@ormondbeach.org

E-MAIL COMPLETED FORM TO YOUR PROJECT MANAGER

If you have the document with your Unique Entity ID, please submit with this document

~ ~ ~ ~ ~

The Unique Entity ID is generated in SAM.gov.

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).

For more information about this transition, visit SAM.gov or the Federal Service Desk, FSD.gov. You can search for help at FSD any time or request help from an FSD agent Monday–Friday 8 a.m. to 8 p.m. ET.

Contract Number: H0193

Project Number: 4337-88-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF ORMOND BEACH**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Ormond Beach ("the Sub-Recipient") to modify Contract Number H0193, dated April 9, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$627,153.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on May 31, 2022; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin April 9, 2020, and shall end May 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.


3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF ORMOND BEACH

Date By: 5-31-22

Name and Title: Joyce A. Shanahan, City Manager

By: 
Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe
DN: cn=Laura Dhuwe, o=DEM, ou=Mitigation,
email=Laura.Dhuwe@dem.myflorida.com, c=US
Date: 2022.06.08 15:31:51 -0400 for _____

Name and Title: Kevin Guthrie, Director

Date: 08-JUN-2022

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to protect public facilities in Ormond Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-88-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ormond Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit five (5) public facilities, located in Ormond Beach, Florida, 32174.

The HMGP project scope of work proposes a hurricane wind retrofit that includes installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

Building	Address	Coordinates
City Hall	22 S. Beach Street, Ormond Beach, FL 32174	(29.284904, -81.055908)
Police Department	170 W. Granada Blvd, Ormond Beach, FL 32174	(29.283100, -81.060915)
Fleet Operations	500 N. Orchard Street, Ormond Beach, FL 32174	(29.287634, -81.073637)

Public Works	501 N. Orchard Street, Ormond Beach, FL 32174	(29.288341, -81.072732)
Performing Arts Center	399 N. US 1 Orchard Street, Ormond Beach, FL 32174	(29.291395, -81.069647)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient’s procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and

conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate

the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to five (5) public facilities in Ormond Beach, Florida 32174, by installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center or the wind speed protection and impact requirements at each facility indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not

provide “near absolute protection”. It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA’s ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 4) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

This is FEMA project number **4337-88-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 12, 2019; this Agreement was executed on April 9, 2020; and the Period of Performance for this project shall end on **May 31, 2023**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	6 Months
Construction Plan/Technical Specifications:	6 Months
Bidding / Local Procurement:	3 Months
Permitting:	6 Months
Construction / Installation:	18 Months
Local Inspections / Compliance:	4 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	49 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$836,204.00	\$627,153.00	\$209,051.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$836,204.00	\$627,153.00	\$209,051.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$836,204.00	\$627,153.00	\$209,051.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary Totals

Federal Share:	\$627,153.00	(75.00%)
Non-Federal Share:	\$209,051.00	(25.00%)
Total Project Cost:	\$836,204.00	(100.00%)



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

December 21, 2023

Alex Schumann
City Engineer
22 South Beach Street, Suite 104
Ormond Beach, FL 32174

Re: Project #4337-088-R, City of Ormond Beach

Dear Alex Schumann:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number two (#2) (Contract H0193) between City of Ormond Beach and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Renee.Singh@em.myflorida.com. The Project Manager for this contract is:

Renee Singh, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd,
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at (850) 815-4589.

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.12.21 14:52:29 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Contract Number: H0193

Project Number: 4337-88-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF ORMOND BEACH**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Ormond Beach ("the Sub-Recipient") to modify Contract Number H0193, dated, April 9, 2020("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$627,153.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on May 31, 2023; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin April 9, 2020 and shall end May 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF ORMOND BEACH

Witnesses: Taylor Lochest

Print Name: Taylor Lochest

ASL
Print Name: Ashley Clements

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE A. SHANAHAN
City Manager

Date: December 5, 2023

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.12.21 11:19:36 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 21-DEC-2023

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to protect public facilities in Ormond Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-88-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ormond Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit five (5) public facilities, located in Ormond Beach, Florida 32174.

The HMGP project scope of work proposes a hurricane wind retrofit that includes installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	City Hall	22 S. Beach Street, Ormond Beach, FL 32174	(29.284904, -81.055908)
2)	Police Department	170 W. Granada Blvd, Ormond Beach, FL 32174	(29.283100, -81.060915)
3)	Fleet Operations	500 N. Orchard Street, Ormond Beach, FL 32174	(29.287634, -81.073637)
4)	Public Works	501 N. Orchard Street, Ormond Beach, FL 32174	(29.288341, -81.072732)
5)	Performing Arts Center	399 N. US 1 Orchard Street, Ormond Beach, FL 32174	(29.291395, -81.069647)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and

FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.
 - f) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to five (5) public facilities in Ormond Beach, Florida 32174, by installation of aluminum impact rated windows and doors in existing openings at each facility. This project is intended to protect the integrity of each building envelope and reduce potential damage from future wind events.

Protection shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 152 MPH winds for the Police Department facility and 147 MPH for the City Hall, Public Works, Fleet Operations and Performing Arts Center, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline
 - (1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.
 - (2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.
 - (3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.
 - (4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

This is FEMA project number **4337-88-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 12, 2019; this Agreement was executed on April 09, 2020; and the Period of Performance for this project shall end on **May 31, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	12 Months
Construction Plan/Technical Specifications:	6 Months
Bidding / Local Procurement:	4 Months
Permitting:	4 Months
Construction / Installation:	24 Months
Local Inspections / Compliance:	6 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	2 Months
Total Period of Performance:	61 Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$836,204.00	\$627,153.00	\$209,051.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$836,204.00	\$627,153.00	\$209,051.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$836,204.00	\$627,153.00	\$209,051.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary Totals

Federal Share:	\$627,153.00	(75.00%)
Non-Federal Share:	\$209,051.00	(25.00%)
Total Project Cost:	\$836,204.00	(100.00%)



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	May 19, 2026	Item No	7.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Bureau of Justice Assistance FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Application Submittal		
Recommended Action	Staff recommends retroactive approval of the submission of the online grant to the U.S. Department of Justice in the amount of \$11,718 and authorizing acceptance if awarded.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Finance - Grants Moisio Loretta, Grants Coordinator		

Summary

This is a request for the City Commission to retroactively approve the submittal of an on-line grant application to the U.S. Department of Justice under the Edward Byrne Justice Assistance Grant Program 2025 for \$11,718 in formula grant funding for law enforcement equipment.

The Grant Program, through the U.S. Department of Justice, provides direct formula grant funding to assist local and tribal efforts to prevent or reduce crime and violence. The City's direct award has been determined to be \$11,718. The award is based on Part 1 crime statistics and requires that units of local government must have submitted to the FBI at least 3 years of Uniform Crime Report (UCR) data during the most recent 10-year period for which UCR data are available in order to be eligible for this funding. The funds must be used in 1 of the following 11 federal purpose areas:

1. Law enforcement programs
2. Prosecution and court programs
3. Prevention and education programs
4. Corrections and community corrections programs
5. Drug treatment and enforcement programs
6. Planning, evaluation, and technology improvement programs
7. Crime victim and witness programs (other than compensation)

8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section

The grant package was made available on March 13, 2026, with the deadline for the first step of the online submission in Grants.gov was 11:59 PM April 21 with a final online application submittal deadline of 5:00 PM April 28 on the JustGrants platform. With this grant funding, the Police Department wishes to apply under the law enforcement programs purpose area and would like to lease 3 additional license plate readers with remote surveillance systems.

The Police Department plans to acquire license plate readers and remote video surveillance systems to rapidly identify criminal activity, share real-time information with officers, and improve apprehension times. These systems integrate with regional law enforcement networks, enhance crime prevention, reduce repeat offenses, and provide a cost-effective, energy-efficient solution (including solar-powered operation) covering installation, maintenance, training, and multi-agency access.

In order to meet the established deadlines, and not miss this funding opportunity, the application was submitted on April 21, 2026.

Financial Impact

The estimated cost to lease the requested equipment is \$10,950 for the first year. After year one, the annual lease amount would be \$9,000. The total grant award is \$11,718 which would cover the first year's cost. Following the first year, the annual lease cost will be derived from the Police Department budget. Once the grant is approved, new quotes will be solicited prior to procurement.

Citizen Impact

The citizens and visitors of Ormond Beach will be provided a more advanced layer of security and protection of their personal safety and property with advanced technology to help quickly detect, prevent, and solve criminal activity within our community.

Attachments

1. 26-65 Edward Byrne Justice Assistance Grant Program FY 25 (P26-0056G)
2. Application Package
3. NOFO bja-2025-172542
4. jag-local-allocations-fl

RESOLUTION NO. 2026-65

A RESOLUTION RATIFYING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$11,718.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the United States Department of Justice, Office of Justice Programs, provides financial assistance to local governments under the Edward Byrne Memorial Justice Assistance Grant (“JAG”) program as a means to enhance crime prevention efforts, and

WHEREAS, due to the short turnaround time afforded by the U.S. Department of Justice grant submission deadline, an online application was submitted on April 21, 2026 for financial assistance in the amount of \$11,718.00 available under the JAG program to lease three (3) license plate readers with remote surveillance systems for the Ormond Beach Police Department (a copy of said application is attached hereto and incorporated herein by reference), and

WHEREAS, the total annual cost to lease the requested equipment is estimated to be \$10,950.00 (a copy of the quote is attached hereto and incorporated herein by reference), now therefore,

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

SECTION ONE. The City Commission hereby ratifies the submitted on-line grant application in the amount of \$11,718.00 to the Department of Justice, Office of Justice Programs, under the Edward Byrne Memorial Justice Assistance Grant Program.

SECTION TWO. The City Commission hereby authorizes the acceptance of said grant funds once awarded; and further authorizes the Mayor and City Manager to execute any and all documents incidental thereto including any contract that is necessary for the City to accept the grant award.

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

APPROVED AND AUTHENTICATED this 19th day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: 04/13/2026	4. Applicant Identifier: JAG25
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5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
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State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: Florida
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: City of Ormond Beach	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000398	* c. UEI: P7N5EWNDK217

d. Address:

* Street1:	22 South Beach Street
Street2:	<input type="text"/>
* City:	Ormond Beach
County/Parish:	Florida
* State:	FL: Florida
Province:	<input type="text"/>
* Country:	USA: UNITED STATES
* Zip / Postal Code:	32174-6836

e. Organizational Unit:

Department Name: Police Department	Division Name: <input type="text"/>
---------------------------------------	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms .	* First Name: Loretta
Middle Name: <input type="text"/>	
* Last Name: Moisio	
Suffix: <input type="text"/>	
Title: Grants Coordinator	
Organizational Affiliation: City of Ormond Beach	
* Telephone Number: 386-610-0463	Fax Number: <input type="text"/>
* Email: Loretta.Moisio@ormondbeach.org	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Assistance Listing Number:

16.738

Assistance Listing Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2025-172542

* Title:

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula

13. Competition Identification Number:

C-BJA-2025-00118-PROD

Title:

Category 1: Applicants with allocation amounts less than \$25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

License Plate Reader Technology and Remote Surveillance for Crime Prevention and Apprehension

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="11,718.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="11,718.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
License Plate Reader Technology and Remote Surveillance for Crime Prevention and Apprehension	10/1/26	9/30/27
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
11718.0	0.0	0.0
Total Estimated Funding		
11718.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Ms.

Application POC First Name

Loretta

Application POC Middle Name

Application POC Last Name

Moisio

Application POC Suffix Name

Organizational Affiliation

City of Ormond Beach

Title

Grants Coordinator

Email ID

Loretta.Moisio@ormondbeach.org

Phone Number

386-610-0463

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)



Name

[manifest.txt](#)

Date Added

4/13/26



Name

[Form SF424 4 0-V4.0.pdf](#)

Date Added

4/13/26



Name

[GrantApplication.xml](#)

Date Added

4/13/26

Authorized Representative

Authorized Representative Information

Prefix Name

Ms.

First Name Middle Name Last Name Suffix Name

Joyce Ann Shanahan —

Title

City Manager

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

Doing Business As

CITY OF ORMOND BEACH

UEI

P7N5EWNDK217

Legal Address

Street 1

22 S BEACH ST

Street 2

City

ORMOND BEACH

State

FL

Zip/Postal Code

32174

Congressional District

06

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

LORETTA MOISIO

Certification Date / Time

04/21/2026 11:38 AM

- 2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
 - a. Contact your Entity Administrator.
 - b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract



The City of Ormond Beach will use JAG funds to procure additional License Plate Readers (LPRs) and remote video surveillance systems for rapid crime detection, prevention, and apprehension. This project will provide an added level of safety for citizens and visitors to the city and assist officers with proactive crime prevention and apprehension of criminal offenders.

Data Requested with Application





› **Financial Management and System of Internal Controls**

› **FY2025 JAG NOFO**

Proposal Narrative



	Name	Category	Created by	Date Added	
	JAG 25 PROPOSAL NARRATIVE.pdf	Proposal Narrative	LORETTA MOISIO	04/21/2026	



Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative



	Name	Category	Created by	Date Added	
	JAG 25 BUDGET AND BUDGET NARRATIVE.pdf	Budget Worksheet	LORETTA MOISIO	04/21/2026	

Pre-Agreement Cost

No documents have been uploaded for Pre-Agreement Cost

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

Budget Category	Year 1	Total
Personnel	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Construction	\$0.00	\$0.00
SubAwards	\$0.00	\$0.00
Procurement	\$0.00	\$0.00
Contracts	\$0.00	\$0.00

Other Costs	\$0.00	\$0.00
Total Direct Costs	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00
Total Project Costs		

Total Project Cost Breakdown

	Total	Percentage
Federal Funds	Federal Funds	Percentage
	\$0.00	0.00%
Match Amount	Match Amount	Percentage
	\$0.00	0.00%
Program Income Amount	Program Income Amount	Percentage
	\$0.00	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
---------------------------------------	---------------	-----------------------

Total Estimated Funding	=	Total Project Costs
-------------------------	---	---------------------

Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE _____ MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

[Upload](#)

The recommended files to upload are PDF, Microsoft Word and Excel.

No documents have been uploaded for Memoranda of Understanding (MOUs) and Other Supportive Documents

Additional Application Components

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

No documents have been uploaded for Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

No Lobbying Activities

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

No documents have been uploaded for Disclosure of Lobbying Activities

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that

request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or

financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law-- including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may

subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I

also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

loretta.moio@ormondbeach.org

Signing Date / Time

4/21/26 11:26 AM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall

be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2

C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community

Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

loretta.moisio@ormondbeach.org

Signing Date / Time

4/21/26 11:27 AM

Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

loretta.moisiso@ormondbeach.org

Signing Date / Time

4/21/26 11:34 AM

Other

No documents have been uploaded for Other

Certified

BUDGET AND BUDGET NARRATIVE

The City of Ormond Beach considers purchases under \$5,000 as expendable. This project would require the lease and installation/implementation of three (3) license plate readers to include remote surveillance. Staff has received a cost estimate which provides the basis of the costs below. If a grant is awarded, staff will use the City's procurement policy for acquisition.

DESCRIPTION	UNITS	PRICE/UNIT	TOTAL
License Plate Reader	3	\$3,000	\$9,000
Installation/Implementation			1,950
		TOTAL	\$10,950
	Federal Request	\$10,950	
	Non-Federal Amount	<u>0.00</u>	
	TOTAL PROJECT	\$10,950	

PROPOSAL NARRATIVE

Introduction: The City of Ormond Beach is located in northeast Volusia County on the Atlantic Ocean and is immediately adjacent to the City of Daytona Beach. Ormond Beach is a full-service City with a Police Department of 98 full-time positions, including 76 sworn police officers. The City covers 38.9 square miles and has an estimated population of 45,723 as of 2025 from the University of Florida Bureau of Economic and Business Research. The main roadways into Ormond Beach are US1, State Road A1A and State Road 40 (Granada Boulevard). These roadways are impacted by City sponsored and countywide special events. The greatest traffic impact occurs during Bike Week, Biketoberfest, several weeks of NASCAR races and college spring break. Ormond Beach is also a popular national and international vacation destination due to its beach and close proximity to Central Florida tourist attractions.

Statement of the Problem: The Greater Daytona Beach area, including Ormond Beach, is a popular tourism destination. The Daytona Beach Visitors Bureau estimates that over 10 million people visit the area annually. This annual influx of visitors results in increased vehicular traffic and the potential for increased accidents. The area's popular features not only attract more new residents and visitors every day, but a criminal element to victimize vulnerable citizens and visitors as well.

Project Design and Implementation: The primary goal is to provide the Ormond Beach Police Department with more advanced technology systems that will better assist officers to detect, prevent, and solve crimes against citizens and visitors. The intent of the project is to provide the City of Ormond Beach with an added level of safety through proactive crime prevention and the rapid apprehension of criminal offenders.

Capabilities and Competencies: The Police Department plans to procure additional License Plate Readers (LPRs) and remote video surveillance systems that are capable of automatically detecting vehicles and persons travelling upon the City’s roadways who are committing criminal conduct, and instantly dispatching pertinent information to police personnel. Systems described herein provide those capabilities which are designed to substantially increase the likelihood of apprehending criminal offenders in a more expeditious process than using human personnel alone. Therefore, these systems also decrease the likelihood of criminals re-offending by shortening the time it would take to apprehend them. Furthermore, these are web-based systems that work in concert with those already installed by surrounding law enforcement agencies, and share a vast network of investigative resources to all involved with the common goal of rapid crime detection, prevention, and apprehension.

Plan for Collecting the Data Required for this Solicitation’s Performance Measures: As this award will be less than \$25,000, the required reporting sections include the General Information Questionnaire and Project Progress reports. Staff will be able to provide the required information as requested.

Funding and Procurement: Funding is requested for three (3) license plate readers and remote surveillance systems that will be deployed and operated around the clock to automatically detect and report persons and vehicles involved with criminal activity. The system cost includes installation, maintenance, training and access to multi-agency networks. It is a safe and cost-effective way to provide safety to the community by detecting dangerous situations that might be missed by human personnel. The total cost of this equipment is estimated to be within the grant amount. If additional funding is needed to complete this project, it will be provided by the City.

**Flock Safety + FL - Ormond Beach
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Logan Hoggarth
logan.hoggarth@flocksafety.com
9415368228

Created Date: 04/09/2026
Expiration Date: 05/07/2026
Quote Number: Q-198293
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 170 West Granada Boulevard Ormond Beach, Florida 32175

Ship To: 170 West Granada Boulevard Ormond Beach, Florida 32175

Billing Company Name: FL - Ormond Beach PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$9,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00

Subtotal Year 1:	\$10,950.00
Annual Recurring Subtotal:	\$9,000.00
Estimated Tax:	\$0.00
Contract Total:	\$10,950.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$10,950.00
Annual Recurring after Year 1	\$9,000.00
Contract Total	\$10,950.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Total Amount To Be Awarded Under This Funding
Opportunity: \$96,384,585

Anticipated Award Ceiling: Up to \$4,098,693

Anticipated Period of Performance Duration: 48 months

Funding Opportunity Number: O-BJA-2025-172542

Deadline to submit SF-424 in Grants.gov: **April 21, 2026 by 11:59pm Eastern Time**
Deadline to submit application in JustGrants: **April 28, 2026 by 5:00pm Eastern Time**



BJA
Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172542
Assistance Listing Number	16.738

Executive Summary

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
 2. Prosecution and court programs.
 3. Prevention and education programs.
 4. Corrections and community corrections programs.
 5. Drug treatment and enforcement programs.
 6. Planning, evaluation, and technology improvement programs.
 7. Crime victim and witness programs (other than compensation).
 8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
 9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
 10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
 11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.
- **Category 1: Applicants with allocation amounts less than \$25,000**
Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than \$25,000 as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.
 - **Category 2: Applicants with allocation amounts \$25,000 or more**

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of \$25,000 or more as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Please see the [Eligible Applicants](#) section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 13, 2026
SAM.gov Registration/Renewal	Recommend beginning process by March 13, 2026, and no later than March 27, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on April 21, 2026
Step 2: JustGrants Application Deadline	5:00 p.m. Eastern Time on April 28, 2026

Funding Details

Total Amount To Be Awarded Under This Funding Opportunity: \$96,384,585

- **Competition ID, Category 1: Applicants with allocation amounts less than \$25,000**
 - **Anticipated Number of Awards:** 637
 - **Anticipated Award Ceiling:** \$24,975
 - **Anticipated Period of Performance Start Date:** October 1, 2024
 - **Anticipated Period of Performance Duration:** 24 months
- **Competition ID, Category 2: Applicants with allocation amounts \$25,000 or more**
 - **Anticipated Number of Awards:** 593
 - **Anticipated Award Ceiling:** \$4,098,693
 - **Anticipated Period of Performance Start Date:** October 1, 2024
 - **Anticipated Period of Performance Duration:** 48 months

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the

United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center

Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)

Email: OJP.ResponseCenter@usdoj.gov

Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk

Web: [SAM.gov Help Desk \(Federal Service Desk\)](#)

Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except on federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline

Phone: 800-518-4726, 606-545-5035

Email: support@grants.gov

Web: [Grants.gov Customer Support](#)

Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk

Phone: 833-872-5175

Email: JustGrants.Support@usdoj.gov

Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see [Experiencing Technical Issues Preventing Submission of an Application \(Technical Waivers\)](#).

Resources for Applying

[OJP Grant Application Resource Guide](#): Referred to as the Application Resource Guide throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
 - Special district governments
 - City or township governments
 - County governments
 - Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the [JAG Allocation page](#) and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Eligible applicants with allocation amounts of less than \$25,000 must apply to Category 1.
- Eligible applicants with allocation amounts of \$25,000 or more must apply to Category 2.
- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (i.e., not listed in the allocation charts) will not be accepted for funding.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.



PROGRAM DESCRIPTION

General Purpose of the Funding

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

This NOFO has two categories:

Category 1: Applicants with allocation amounts less than \$25,000

Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than \$25,000 as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Category 2: Applicants with allocation amounts \$25,000 or more

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of \$25,000 or more as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including but not limited to police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies

assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal and territorial (SLTT) law enforcement. BJA encourages SLTT recipients of FY25 JAG funding to join federal law enforcement agencies in addressing the following challenges:

Combatting Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violence reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's [UAS page](#) for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainees), protecting critical infrastructures, and information/intelligence problems.

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment,

institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Applicants should refer to [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) for information on allowable and unallowable costs that may inform the development of their project design.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY25 Local JAG Allocations are listed on the [JAG Allocations webpage](#), with separate lists for each state. **As explained in [Eligibility](#), only listed eligible units of local government may apply to receive direct JAG funding from BJA.**

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** A memorandum

of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. **Notes on identifying disparity in the allocation lists:**

- Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
- Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

The JAG statutory formula is fully described within the [JAG Technical Report](#).

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at [34 U.S.C. § 10153 \(A\)\(1-5\)](#), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances. See [Additional Application Components](#) section for more details.

Prohibited Items: The JAG statute, at [34 U.S.C. § 10152](#), prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program. See [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) and [Additional Application Components](#) for more details.

Administrative Costs: The JAG statute, at [34 U.S.C. § 10152](#), requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant. See [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) for more details.

Trust Fund: The JAG statute, at [34 U.S.C. § 10158](#), requires that a State or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in [2 C.F.R. § 200.305\(b\)\(11\)](#) apply. See the [JAG FAQs](#) for more details.

Program Goals and Objectives

Goal: Improve the administration of the criminal justice system.

Objective 1: Provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.

Objective 2: Assist units of local government with their criminal justice needs.

How Awards Will Contribute to Program Goals/Objectives

BJA anticipates that unit of local government recipients of JAG funding will use the funding to improve the administration of the criminal justice system.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients under this funding opportunity will not submit any deliverables beyond the standard [Post-Award Requirements and Administration](#).

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in [Program Goals and Objectives](#). Applicants can visit [OJP's performance measurement page](#) at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at: <https://bja.ojp.gov/funding/performance-measures/jag-measures.pdf>.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "[Administrative, National Policy, and Other Legal Requirements](#)" section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the [System for Award Management \(SAM.gov\)](#). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline**. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See [Basic Information: Key Dates and Times](#) for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required [Application for Federal Assistance SF-424](#) by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see [JusticeGrants.usdoj.gov](#)).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov [Quick Start Guide for Applicants](#) to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the [Application Resource Guide](#) for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at <https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the [DOJ Application Submission Checklist](#) for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see [Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information](#)). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.

3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the [DOJ Grant Application Submission Checklist](#).

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the “How To Apply” section in the [Application Resource Guide](#).

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 2,000 characters) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [\[insert\]](#) will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [\[insert\]](#) will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

The disparate jurisdictions of [\[insert\]](#) and [\[insert\]](#) will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [\[insert\]](#) will

use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#) for additional guidance on how to complete the questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

- To initiate the survey, please click on the survey title to open.
- When you have completed the survey, please click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the main application screen, go to the “Actions” menu in the top right corner of the screen and select “Close” to exit the survey review screen.
- The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select “Refresh.” The status of your completed survey will change to “Resolved—Completed.”
- If you would like to verify the responses to a completed survey, you may click the survey title to reopen it and view your saved responses.
- If you would like to change and/or update the responses to a completed survey, you may click the “Reopen” option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 10 pages.

Sections of the Proposal Narrative: The Proposal Narrative should include the three sections listed below.

1. **Description of the Issue:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.
 - Include discussion of any issues that arose in administering previous fiscal years' JAG awards, if applicable, and how its strategy and funding priorities will address the issues.
- 2. Project Design and Implementation:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:
- Describe the unit(s) of local government process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities and decisions on the statutory JAG program areas under which it will use funding.
 - Describe how JAG funds will be coordinated with state and related justice funds.
 - Provide description of the programs to be funded over the 4-year grant period, to include any subawards.
- 3. Capabilities and Competencies:** What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:
- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to [Program Description: Performance Measures](#) for additional details on performance measures for this funding opportunity.
 - Describe the fiscal agent's capacity for administering the JAG award and subawards during the four-year project period, to include required subrecipient monitoring.
 - Describe any additional strategic planning and coordination efforts in which the unit of local government participates with other criminal justice agencies.
 - Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [Application Resource Guide](#).

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

In addition to those instructions, Local JAG applicants must include in the budget worksheet the following:

- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively,

separate budget attachments for each partner of unit of local government are acceptable.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on “[Budget Preparation and Submission Information](#).” For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the [Complete the Application in JustGrants: Budget](#) training.

Funding Restrictions

See “[Unallowable Use of Funds](#).”

Limitation on administrative costs: Funds may not be used for administrative costs that exceed 10 percent of the total award amount. This includes direct and any indirect costs.

Prohibition of supplanting: Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Prohibited items: The JAG statute, at [34 U.S.C. § 10152](#), prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Unmanned Aircraft Systems (UAS) and Counter-UAS (C-UAS): The purchase of UAS (also referred to as unmanned aerial vehicles or drones, including their accessories) is allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that only those UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award. The certification also states that no modifications or additional accessories may be introduced to the UAS funded by the award, and that the purchased UAS will not be used to process, store, or transmit federal information.

The purchase of C-UAS is also allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that C-UAS will only be procured and operated in compliance with all applicable federal, state, and local laws and regulations (including criminal, surveillance, aviation, and communications laws), that only federally-approved C-UAS purchases will be purchased, and that the recipient has consulted qualified legal counsel to review the proposed purchase and operation of the C-UAS. The certification also requires the recipient to complete federal training requirements and obtain all required approvals, certifications, licenses, and authorizations prior to deployment. The certification also states that no modifications or additional accessories may be introduced to the C-UAS funded by the award.

The recipient or subrecipient also must assure BJA that the entity has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to operation of the UAS or C-UAS. Finally, the recipient or subrecipient may be required to provide additional documentation to verify purchase and the related policies for the UAS or C-UAS. Additional information may be found on the [BJA UAS website](#).

Body Armor: A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor Mandatory Wear Policy Certification](#). Further, before making any subawards for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the [JAG FAQs](#).

Body-worn Cameras (BWCs): A JAG award recipient that proposes to purchase BWC equipment or implement or enhance BWC programs with JAG funding must provide to OJP a certification(s) that it has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG BWC Policy Certification](#). Further, before making any subawards for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the [JAG FAQs](#).

Extreme Risk Protection Order Programs: An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If states use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof that mean not less than the protections afforded to a similarly situated litigant in federal court or promulgated by the state’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY25 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database: If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA. Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the [DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching](#). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the [Application Resource Guide](#) for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the [Application Resource Guide](#) for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on “[Budget Preparation and Submission Information](#)” and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the [DOJ Grants Financial Guide](#) and the [OJP Grant Application Resource Guide](#) for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the “Listing of Costs Requiring Prior Approval” section of the [DOJ Grants Financial Guide](#) for more

information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable): This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provisions in the “Financial Information” section of the OJP [Grant Application Resource Guide](#).

Disclosure of Process Related to Executive Compensation (if applicable): This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- Certifications and Assurances by the Chief Executive of the Applicant Government:** A JAG application is not complete, and a direct award recipient may not access award funds, unless the chief executive of the applicant government (e.g., the mayor, city manager, or presiding Board member) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” found at: [FY25 JAG – Certifications and Assurances by the Chief Executive of the Applicant Government](#). This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at [34 U.S.C. § 10153\(a\)\(2\)](#)), have been satisfied. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but an award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective Chief Executive. **Memorandum of Understanding (if applicable):** Only required for disparate jurisdictions, as detailed in [Formula Allocations](#). At a minimum, the MOU must 1) identify which jurisdiction will serve as the applicant or fiscal agent for the disparate group; and 2) identify the agreed upon funding amounts for each locality. The MOU must be completed and signed by an official who has authority to enter into a memorandum of understanding on behalf of each jurisdiction. Generally, BJA would expect this to be the chief executive of the jurisdiction. Additional documentation may be requested by BJA to determine signing authority. A [sample MOU](#) is available. If the MOU is missing or incomplete, BJA will issue an award agreement, but funds will be withheld until a properly executed MOU is submitted.
- BWC Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the direct recipient is proposing to use funds for

BWC but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.

- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the direct recipient is proposing to use funds for body armor but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the application is proposing to use funds for ERPO but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request, as detailed in the [JAG Prohibited Expenditure Guidance](#). A JAG applicant may submit a waiver request with its application, by attaching the letter described in the Guidance document in the “Procedures,” #2. If the application is proposing to use funds for a JAG prohibited expenditure but the waiver request is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a waiver request is submitted and approved via grant award modification (GAM).
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget. See [Budget Worksheet and Budget Narrative](#) for more information and link to the UAS certification. If the application is proposing to use funds for UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a UAS certification is submitted and approved via grant award modification (GAM).
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget. See [Budget Worksheet and Budget Narrative](#) for more information and link to the C-UAS certification. If the application is proposing to use funds for C-UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a C-UAS certification is submitted and approved via grant award modification (GAM).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter “No.” By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications: Review the DOJ document [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies](#). An applicant must review and sign the certification document in JustGrants. See the [Application Resource Guide](#) for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Submission Dates & Times

Refer to [Basic Information: Key Dates and Times](#) for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the “Certify and Submit” feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

- 1. Contact the relevant help desk to report the issue and receive a tracking number.**

See [Basic Information: Contact Information](#) for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

- 2. If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

- A description of the technical difficulties experienced (provide screenshots if applicable).
- A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a “manual” submission of the application).
- The applicant’s unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Technical Issues” section in the [Application Resource Guide](#).



APPLICATION REVIEW

Review Process and Criteria

OJP will review applications to ensure the applicant is eligible to receive JAG formula funding per the [JAG Allocations](#); and that information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the [OJP Grant Application Resource Guide](#) for information on the application review process for formula grants.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the “Application Review” section. For additional information on the application review process, see the [Application Resource Guide](#).



AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the [Application Resource Guide](#) for information on award notifications and instructions.



POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual (Category 2) or annual (Category 1) performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Quarterly DCRA reports.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

Performance Measure Reporting

Award recipients are required to submit quarterly performance measure data in the Performance Measurement Tool (PMT) and separately submit semi-annual or annual performance reports in JustGrants depending on the category. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of

1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's [Legal Overview—FY 2025 Awards](#) webpage under the “Civil Rights Requirements” section. Additional resources are available from the [OJP Office for Civil Rights](#).

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's [Partnerships with Faith-Based and Other Neighborhood Organizations webpage](#) for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than \$500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the [Reporting Requirements page](#) for more information.



OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the [Application Resource Guide](#) section “Information Regarding Potential Evaluation of Programs and Activities.”

Freedom of Information and Privacy Act

See the [Application Resource Guide](#) for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.



APPLICATION CHECKLIST

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

This application checklist has been created as an aid in developing an application. For more information, reference the [“OJP Application Submission Steps”](#) in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

SAM.gov Registration/Renewal

- Confirm that your entity’s registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see [Application Resource Guide](#)).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under [“OJP Application Submission Steps”](#) in the [Application Resource Guide](#)).
- Sign up for Grants.gov email notifications (optional) (see [Application Resource Guide](#)).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see [Eligibility: Eligible Applicants](#)).
- Confirm your proposed budget is within the allowable limits (see [Basic Information: Funding Details](#)), includes only allowable costs (see [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#)), and includes cost sharing if applicable (see [Eligibility: Cost Sharing/Match Requirement](#)).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see [Program Description: Performance Measures](#)).
- Review the [“Legal Overview—FY 2025 Awards”](#) in the [OJP Funding Resource Center](#) and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under “Listing of Costs Requiring Prior Approval” in the [DOJ Grants Financial Guide](#) or see the [Application Resource Guide](#).

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review.
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
 - A submission receipt
 - A validation receipt
 - A grantor agency retrieval receipt
 - An agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov and the OJP Response Center at 800-851-3420 or OJP.ResponseCenter@usdoj.gov regarding technical difficulties (see the [Application Resource Guide](#) section on “[Experiencing Unforeseen Technical Issues](#)”).

- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
 - Entity and User Verification (first-time applicants)
 - Standard Applicant Information
 - Proposal Abstract
 - Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
 - JAG Survey
- Upload the Proposal Narrative.
- Upload the Budget Worksheet and Budget Narrative attachment.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
 - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
 - Disclosure of Duplication in Cost Items
 - DOJ Certified Standard Assurances
 - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the “Certify and Submit” screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the [Application Resource Guide](#) for additional information.

2025 Florida Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA County	County	\$16,462	
FL	GAINESVILLE City	Municipal	\$102,700	\$119,162
FL	BROWARD County	County	\$30,851	
FL	CORAL SPRINGS City	Municipal	\$14,734	
FL	DANIA BEACH City	Municipal	\$19,886	
FL	DAVIE City	Municipal	\$24,725	
FL	DEERFIELD BEACH City	Municipal	\$30,317	
FL	FORT LAUDERDALE City	Municipal	\$102,480	
FL	HALLANDALE BEACH City	Municipal	\$18,693	
FL	HOLLYWOOD City	Municipal	\$42,757	
FL	LAUDERDALE LAKES City	Municipal	\$28,809	
FL	LAUDERHILL City	Municipal	\$55,104	
FL	MIRAMAR City	Municipal	\$22,651	
FL	NORTH LAUDERDALE City	Municipal	\$20,986	
FL	OAKLAND PARK City	Municipal	\$26,044	
FL	PEMBROKE PINES City	Municipal	\$27,583	
FL	PLANTATION City	Municipal	\$21,866	
FL	POMPANO BEACH City	Municipal	\$82,091	
FL	SUNRISE City	Municipal	\$17,970	
FL	TAMARAC City	Municipal	\$16,902	\$604,449
FL	LEON County	County	\$30,191	
FL	TALLAHASSEE City	Municipal	\$98,239	\$128,430
FL	PINELLAS County	County	\$36,600	
FL	ST PETERSBURG City	Municipal	\$154,348	\$190,948
FL	ALTAMONTE SPRINGS City	Municipal	\$14,671	
FL	APOPKA City	Municipal	\$25,259	
FL	BAY County	County	\$28,714	
FL	BELLE GLADE City	Municipal	\$18,598	
FL	BOCA RATON City	Municipal	\$17,279	
FL	BOYNTON BEACH City	Municipal	\$28,243	
FL	BRADENTON City	Municipal	\$28,872	
FL	BREVARD County	County	\$48,444	
FL	CAPE CORAL City	Municipal	\$27,866	
FL	CHARLOTTE County	County	\$19,855	
FL	CITRUS County	County	\$34,181	
FL	CLAY County	County	\$45,082	
FL	CLEARWATER City	Municipal	\$41,407	

FL	COCOA City	Municipal	\$18,159	
FL	COLLIER County	County	\$68,959	
FL	COLUMBIA County	County	\$17,185	
FL	DAYTONA BEACH City	Municipal	\$70,215	
FL	DE LAND City	Municipal	\$16,933	
FL	DE SOTO County	County	\$10,524	
FL	DELRAY BEACH City	Municipal	\$36,003	
FL	DORAL City	Municipal	\$11,090	
FL	ESCAMBIA County	County	\$140,556	
FL	FLAGLER County	County	\$21,237	
FL	FLORIDA CITY City	Municipal	\$27,552	
FL	FORT MYERS City	Municipal	\$48,224	
FL	FORT PIERCE City	Municipal	\$24,473	
FL	GREENACRES City	Municipal	\$11,970	
FL	HERNANDO County	County	\$42,098	
FL	HIALEAH City	Municipal	\$46,590	
FL	HIGHLANDS County	County	\$19,981	
FL	HILLSBOROUGH County	County	\$172,129	
FL	HOMESTEAD City	Municipal	\$64,309	
FL	INDIAN RIVER County	County	\$11,907	
FL	JACKSON County	County	\$10,430	
FL	JACKSONVILLE BEACH City	Municipal	\$12,095	
FL	JACKSONVILLE City	Municipal	\$555,784	
FL	JUPITER City	Municipal	\$10,462	
FL	KEY WEST City	Municipal	\$10,116	
FL	KISSIMMEE City	Municipal	\$31,825	
FL	LAKE CITY City	Municipal	\$15,771	
FL	LAKE County	County	\$44,642	
FL	LAKE WORTH BEACH City	Municipal	\$33,427	
FL	LAKELAND City	Municipal	\$35,029	
FL	LARGO City	Municipal	\$28,463	
FL	LEE County	County	\$129,592	
FL	LEESBURG City	Municipal	\$13,729	
FL	MANATEE County	County	\$131,226	
FL	MARION County	County	\$72,320	
FL	MARTIN County	County	\$21,112	
FL	MELBOURNE City	Municipal	\$60,853	
FL	MIAMI BEACH City	Municipal	\$74,425	
FL	MIAMI City	Municipal	\$243,381	
FL	MIAMI GARDENS City	Municipal	\$76,624	
FL	MIAMI-DADE County	County	\$444,854	
FL	MONROE County	County	\$16,494	
FL	NASSAU County	County	\$13,635	
FL	NEW PORT RICHEY City	Municipal	\$11,624	
FL	NORTH MIAMI BEACH City	Municipal	\$27,489	
FL	NORTH MIAMI City	Municipal	\$44,800	
FL	OCALA City	Municipal	\$36,883	
FL	OCOEEE City	Municipal	\$14,106	
FL	OKALOOSA County	County	\$48,318	
FL	OKEECHOBEE County	County	\$13,195	
FL	OPA-LOCKA City	Municipal	\$32,641	
FL	ORANGE County	County	\$445,105	
FL	ORLANDO City	Municipal	\$228,647	
FL	ORMOND BEACH City	Municipal	\$11,718	
FL	OSCEOLA County	County	\$66,477	
FL	PALM BAY City	Municipal	\$36,977	
FL	PALM BEACH County	County	\$134,210	
FL	PALM SPRINGS City	Municipal	\$18,064	

FL	PANAMA CITY BEACH City	Municipal	\$11,750	
FL	PANAMA CITY City	Municipal	\$25,290	
FL	PASCO County	County	\$137,509	
FL	PENSACOLA City	Municipal	\$17,876	
FL	PINELLAS PARK City	Municipal	\$14,860	
FL	PLANT CITY City	Municipal	\$18,064	
FL	POLK County	County	\$128,367	
FL	PORT ST LUCIE City	Municipal	\$24,316	
FL	RIVIERA BEACH City	Municipal	\$36,034	
FL	SANFORD City	Municipal	\$39,616	
FL	SANTA ROSA County	County	\$21,583	
FL	SARASOTA City	Municipal	\$32,453	
FL	SARASOTA County	County	\$36,726	
FL	SEMINOLE County	County	\$37,480	
FL	ST CLOUD City	Municipal	\$11,341	
FL	ST LUCIE County	County	\$32,233	
FL	SUMTER County	County	\$12,409	
FL	SUWANNEE County	County	\$13,101	
FL	TAMPA City	Municipal	\$178,224	
FL	TITUSVILLE City	Municipal	\$21,646	
FL	VOLUSIA County	County	\$61,576	
FL	WEST PALM BEACH City	Municipal	\$84,415	
FL	WINTER GARDEN City	Municipal	\$15,363	
FL	WINTER HAVEN City	Municipal	\$16,682	
	Local total		\$6,587,011	



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	May 19, 2026	Item No	7.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Hudson Wellfield Expansion - FP&L Underground Distribution Facilities Installation Agreement		
Recommended Action	Staff recommends approval of the Hudson Wellfield Expansion - FP&L Underground Distribution Facilities Installation Agreement.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

This is a request for the City Commission to approve an Underground Distribution Facilities Installation Agreement with FP&L for the Hudson Wellfield Expansion project in the amount of \$94,166.33.

On January 7, 2025, the City Commission awarded a bid to Hazen Construction, LLC for the construction of the Hudson Wellfield Expansion project. The project consists of drilling 3 new raw water wells and constructing 3 new well houses adjacent to Airport Road at SR40, constructing access roads suitable for fire truck access, and extending the existing raw water main from SR40 to the wells. An agreement with FP&L is needed in order to compensate FP&L for furnishing and installing new underground high voltage distribution, switches and transformers required to provide power for the 3 new well sites.

This item is limited to requesting Commission approval of the Underground Distribution Facilities Installation Agreement with FP&L and associated payment of \$94,166.33 for furnishing and installing new underground electric utility distribution and equipment needed to provide power for the Hudson Wellfield Expansion project.

Financial Impact

FP&L Contribution in Aid of Construction Amount is \$94,166.33. Funding is available from Fund 434-Water Impact Fund.

Citizen Impact

This project will provide for increased potable water capacity to ensure that the City's water treatment plant can continue to meet the needs of residents.

Attachments

1. 26-66 Engineering - FP&L Underground Distribution Facilities Installation Agreement (P26-0052G)
2. Ormond Wells Agreement - Final
3. WR_14330606_INV_1800542963_APR_24_2026

RESOLUTION NO. 2026-66

A RESOLUTION AUTHORIZING THE EXECUTION OF AN UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND FLORIDA POWER AND LIGHT FOR THE PURPOSE OF INSTALLING CERTAIN UNDERGROUND ELECTRICAL UTILITIES REQUIRED FOR THE HUDSON WELLFIELD EXPANSION PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, On January 7, 2025, by Resolution No. 25-24, the City Commission awarded a bid to Hazen Construction, LLC for the construction of three new well houses adjacent to Airport Road at SR40, constructing access roads suitable for fire truck access, and extending the existing raw water main from SR40 to the wells for the Hudson Wellfield Expansion project (“the Project”), and

WHEREAS, the City Commission desires to enter into an Underground Distribution Facilities Installation Agreement (the “Agreement”) with Florida Power and Light (“FPL”) for the purpose of compensating FPL for furnishing and installing new underground high voltage distribution, switches, and transformers required to provide power for the three new well sites along Airport Rd & SR40, and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Water Impact Fee Fund (434) in the amount of \$94,166.33 and that these funds will not be appropriated for any other purpose now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Underground Distribution Facilities Installation Agreement (the “Agreement”) between the City of Ormond Beach (the “City”) and Florida Power and Light (“FPL”), copy of which is attached hereto and incorporated herein by reference, for the purpose of installing certain underground electrical utilities required for the Hudson Wellfield Expansion project.

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

APPROVED AND AUTHENTICATED, this 19th day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLK DAUDERIS
City Clerk

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 19th day of May, 2026 by and between City of Ormond Beach (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Airport Rd located in Volusia County, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of 94,166.33 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$20,495.31 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$71,673.22
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480-volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.
If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.
Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.
6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - d) Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
9. FPL shall:
- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

Accepted:

For FPL (Date)

Customer (Date)

Witness (Date)

Witness (Date)



SPECIFICATIONS FOR PRECAST TRANSFORMER LOCATION

WORK REQUEST NO.14330606

DATE: May 19, 2026

NAME OF CUSTOMER: City of Ormond Beach

ADDRESS: Airport Rd, Ormond Beach

FPL REPRESENTATIVE: Jason Ratay

SECONDARY DELIVERY VOLTAGE 277/480 VOLT Wye, Three PHASE, Four WIRE

CUSTOMER AGREES TO:

1. GENERAL:

- 1.1 PROVIDE A SUITABLE LOCATION, COMPACTED AND LEVEL TO 3" BELOW FINAL GRADE, FOR FPL TRANSFORMER PAD AND INSTALL SECONDARY/SERVICE FROM PAD TO BUILDING AS SPECIFIED ON THE ATTACHED EXHIBIT "A" AND AS OUTLINED BELOW.
- 1.2 IT IS FURTHER UNDERSTOOD AND AGREED THAT SUBSEQUENT RELOCATION OR REPAIR OF THE FPL SYSTEM, ONCE INSTALLED, WILL BE PAID BY THE CUSTOMER IF SAID RELOCATION OR REPAIR IS A RESULT OF A CHANGE IN THE LAYOUT OR GRADING BY THE CUSTOMER OR ANY OF THE CUSTOMER'S CONTRACTORS OR SUBCONTRACTORS FROM THE TIME THE UNDERGROUND FACILITIES WERE INSTALLED; AND THAT SUBSEQUENT REPAIR TO FPL'S SYSTEM, ONCE INSTALLED, WILL BE PAID BY THE CUSTOMER IF SAID REPAIR IS A RESULT OF DAMAGE CAUSED BY THE CUSTOMER OR ANY OF THE CUSTOMER'S CONTRACTORS OR SUBCONTRACTORS.
- 1.3 NOTIFY GENERAL CONTRACTOR, ELECTRICAL CONTRACTOR AND APPLIANCE SUPPLIERS OF THE SERVICE VOLTAGE TO BE SUPPLIED BY FPL.

2. EASEMENTS:

PROVIDE FPL WITH GOOD AND SUFFICIENT RECORDED EASEMENTS, INCLUDING LEGAL DESCRIPTIONS AND SURVEY WORK TO PRODUCE SUCH EASEMENTS, FOR THE INSTALLATION AND MAINTENANCE OF ITS ELECTRIC DISTRIBUTION FACILITIES MUST BE GRANTED OR OBTAINED, AT NO COST TO FPL, PRIOR TO FPL'S ENERGIZING ITS FACILITIES.

3. SITE REQUIREMENTS:

- 3.1 GRADE: WITHIN THE EASEMENT, FILL OR CUT TO WITHIN 6" OF FINAL GRADE, PROVIDE GRADE STAKES AND CLEAR EASEMENT OF TREES, STUMPS, CONSTRUCTION MATERIALS, AND OTHER OBSTACLES BEFORE AND DURING CONSTRUCTION BY FPL OR FPL CONTRACTORS.
- 3.2 COMPACTION: AFTER FPL OR ITS CONTRACTOR HAS BACKFILLED THE TRENCH USING ROUGH-GRADING TECHNIQUES, THE CUSTOMER IS RESPONSIBLE FOR PROVIDING COMPACTION OR OTHER SPECIAL BACKFILL. FPL WILL NOT BE RESPONSIBLE FOR SETTLING OF THE TRENCH ROUTE.
- 3.3 PLANS: PROVIDE FPL WITH LOCATION AND DEPTH INFORMATION AND/OR DRAWINGS OF ALL EXISTING OR PROPOSED UNDERGROUND FACILITIES ON THE CUSTOMER'S PROPERTY. LOCATE OR EXPOSE UNDERGROUND FACILITIES WHEN REQUESTED BY FPL.
- 3.4 NOTIFICATION: PROVIDE FPL WITH AT LEAST THREE (3) WEEKS NOTICE PRIOR TO THE COMMENCEMENT OF PAVING, LANDSCAPING, SODDING, SPRINKLER SYSTEMS AND OTHER SURFACE WORK. CUSTOMER WILL BEAR THE COST OF RESTORING THESE OBSTRUCTIONS TO THEIR ORIGINAL CONDITION IF ABOVE NOTICE IS NOT PROVIDED.

4. TRANSFORMER PAD LOCATION:

- 4.1 LOCATION: PAD WILL BE INSTALLED AT GRADE LEVEL AND LOCATED Pad location. SEE EXHIBIT "A" FOR EXACT LOCATION OF PRECAST CONCRETE PADS, HANDHOLES, AND CONDUIT TRENCHES.



4.2 CLEARANCES: A MINIMUM CLEARANCE OF THREE (3) FEET MUST BE MAINTAINED AT SIDES AND REAR OF TRANSFORMER PAD AND EIGHT (8) FEET IN FRONT OF PAD AS SHOWN ON THE ATTACHED DRAWING

DCS UN-21. THIS CLEARANCE APPLIES TO ALL TYPES OF OBSTRUCTIONS INCLUDING LANDSCAPING AND FENCES.

4.3 PROTECTION: PROVIDE AND INSTALL CURBS AND/OR PROTECTIVE BARRIERS, WHEN REQUIRED, AS DETAILED ON DCS UN-21, AFTER THE INSTALLATION OF CONCRETE PADS AND TRANSFORMERS. CURBS AND/OR BARRIERS MUST BE IN PLACE PRIOR TO FPL ENERGIZING THE SERVICE.

4.4 FOUNDATION: PROVIDE A LEVEL AND COMPACTED BASE OF CLEAN FILL FOR FPL PAD. COMPACTED AREA MUST BE LARGER THAN THE PAD, AS DETAILED ON EXHIBIT "A" AND THE ATTACHED DRAWINGS. AREA DRAINAGE MUST BE AWAY FROM PAD.

5. CT METERING:

WHEN METERING CURRENT TRANSFORMERS (CT'S) ARE REQUIRED, THEY WILL BE LOCATED AS SPECIFIED ON THE ATTACHED EXHIBIT "A" AND INSTALLED BY FPL. THE CUSTOMER WILL PROVIDE AND INSTALL A 1-1/2 INCH GALVANIZED OR SCHEDULE 80 PVC CONDUIT FROM THE METER CABINET TO THE LOCATION OF THE CT'S. CONDUIT RUN IS NOT TO EXCEED 10 FEET IN LENGTH BETWEEN CT'S AND METER WITH NO MORE THAN TWO 90 DEGREE BENDS UNLESS PRE-APPROVED BY FPL. CONDUIT PULL OUTLET BOXES (LB'S) ARE NOT USED.

6. SSDR METERING:

IF SOLID STATE DATE RECEIVING (SSDR) METERING IS REQUIRED, THE CUSTOMER WILL PROVIDE AND INSTALL FACILITIES FOR THE SSDR METERING EQUIPMENT AS DETAILED ON THE ATTACHED "CUSTOMER REQUIREMENTS FOR SSDR METERING EQUIPMENT" SHEET.

7. CUSTOMER SERVICE ENTRANCE:

7.1 GENERAL: PROVIDE AND INSTALL SECONDARY/SERVICE TO PADMOUNTED TRANSFORMER FROM ELECTRICAL EQUIPMENT/METER ROOM.

7.2 CONDUITS: THE MAXIMUM CROSS SECTIONAL AREA TO BE OCCUPIED BY THE CUSTOMER'S SERVICE CONDUITS, IS LIMITED TO THE AREA GIVEN IN THE ATTACHED EXHIBIT "A". TERMINATE CONDUITS IN PAD AT THREE INCHES ABOVE FINAL GRADE. ALL CONDUITS FOR FUTURE SERVICES MUST BE INSTALLED AT THIS TIME.

7.3 CONDUCTOR: THE SERVICE CONDUCTORS ARE TO BE LIMITED TO A MAXIMUM OF EIGHT (8) PER PHASE AT EACH TRANSFORMER. PROVIDE a FEET OF CABLE PER LIGHTING LEG AND NEUTRAL (AND 20 FEET OF CABLE PER HI-LEG FOR 120/240V 3 PHASE SERVICE) BEYOND CONDUITS FOR CONNECTION TO FPL FACILITIES IN TRANSFORMER COMPARTMENT. MAXIMUM SIZE OF CONDUCTOR IS 250AL.

7.4 CONDUCTOR INSTALLATION: THE SERVICE CABLES SHALL NOT BE INSTALLED BEFORE THE CONCRETE TRANSFORMER PAD HAS BEEN SET IN PLACE.

FPL AGREES TO:

1. PROVIDE PRIMARY CONDUIT, HANDHOLES, CONCRETE PADS FOR CUSTOMER TO INSTALL, FPL TO INSTALL TRANSFORMERS AND PRIMARY WIRE
2. PROVIDE AND INSTALL GROUND RODS AT PADS.
3. PROVIDE ELECTRONIC MARKERS FOR CUSTOMER'S INSTALLATION WHEN REQUIRED.
4. CONNECT CUSTOMER'S SERVICE CABLES TO FPL FACILITIES IN TRANSFORMER COMPARTMENT.
5. PROVIDE AND INSTALL METERING WIRING BETWEEN METER CABINET AND CT'S WHERE APPLICABLE.
6. MAINTAIN ALL EQUIPMENT AND MATERIAL INSTALLED BY FPL.

IMPORTANT:



Florida Power & Light Company

THIS SPECIFICATION IS BASED ON THE CUSTOMER'S SUBMITTED PLANS AND ANY CHANGES IN THESE PLANS MAY RESULT IN ADDITIONAL COSTS, WHICH THE CUSTOMER AGREES TO PAY. WHEN REQUIRED, THE CUSTOMER AGREES TO PAY A CONTRIBUTION FOR THE DIFFERENTIAL COST BETWEEN OVERHEAD AND UNDERGROUND SERVICE. THE AGREEMENT AND REQUIREMENTS AS OUTLINED IN THIS SPECIFICATION, EXHIBIT "A", AND ALL ATTACHMENTS MUST BE ADHERED

TO. ANY NON-CONFORMANCE OR CHANGES MAY RESULT IN DELAYS UNTIL THESE SPECIFICATIONS ARE MET.

ANY CHANGES OR VARIATIONS FROM THESE SPECIFICATIONS MUST BE SUBMITTED TO AND APPROVED BY FPL IN WRITING.

ACCEPTANCE OF SPECIFICATIONS:

I HEREBY CERTIFY THAT I AM AUTHORIZED TO ACCEPT THESE SPECIFICATIONS ON BEHALF OF THE CUSTOMER AND THAT I WILL DELIVER A COPY OF THESE SPECIFICATIONS TO THE CUSTOMER AND ALL AFFECTED CONTRACTORS:

REPRESENTING THE CUSTOMER:

NAME: _____

TITLE: _____

TELEPHONE NUMBER: () _____

SIGNATURE: _____

I HEREBY CERTIFY THAT I AM AUTHORIZED TO ACCEPT THESE SPECIFICATIONS ON BEHALF OF FPL:

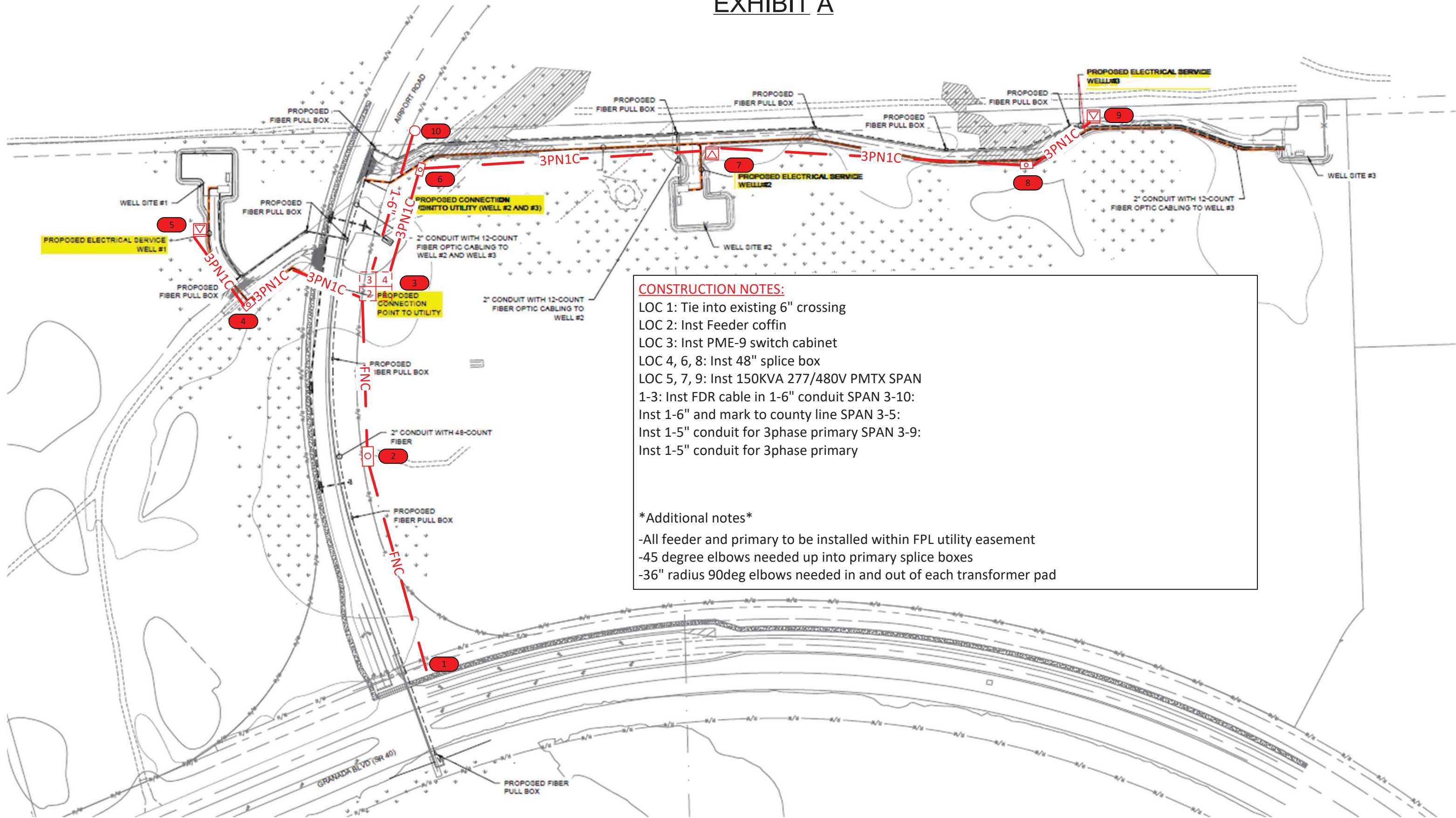
REPRESENTING THE FPL:

NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

EXHIBIT A



CONSTRUCTION NOTES:

- LOC 1: Tie into existing 6" crossing
- LOC 2: Inst Feeder coffin
- LOC 3: Inst PME-9 switch cabinet
- LOC 4, 6, 8: Inst 48" splice box
- LOC 5, 7, 9: Inst 150KVA 277/480V PMTX SPAN
- 1-3: Inst FDR cable in 1-6" conduit SPAN 3-10: Inst 1-6" and mark to county line
- SPAN 3-5: Inst 1-5" conduit for 3phase primary SPAN 3-9: Inst 1-5" conduit for 3phase primary

Additional notes

- All feeder and primary to be installed within FPL utility easement
- 45 degree elbows needed up into primary splice boxes
- 36" radius 90deg elbows needed in and out of each transformer pad



UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

FPL WR #: 14330606

This Agreement, made this 19th day of May, 2026, by and between City of Ormond Beach (hereinafter called the Customer) and Florida Power

& Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located under a dedicated roadbed described as follows: Airport Rd

Project Name Ormond Beach Wells.

WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall:

- a) Install conduit and cable markers provided by FPL in accordance with the instructions and specifications attached to this Agreement,
- b) provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility,
- c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and
- d) provide survey control points for FPL to stake the road/pavement crossing.

2. FPL shall:

- a) provide instructions and specifications for the installation of FPL-provided conduit,
- b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,
- c) provide staking for the Customer at the specified road/pavement crossing,
- d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and
- e) apply a credit in the amount of \$20,495.31 in the event that the Customer has made or has agreed to make a contribution in aid of construction for other underground distribution facilities associated with this Agreement.

3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be duly executed to be effective as of the day and year first written above:

APPLICANT:

SIGNED _____

NAME _____

TITLE _____

FPL:

SIGNED _____

NAME _____

TITLE _____

PAYMENT COUPON

/4115006400263000160621180054296320009416633

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

Cust. No.: 3000160621 Bill No.: 1800542963	
Payment Due Upon Receipt	Amount Due This Bill \$ 94,166.33
Reference# 1J.D00014330606	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
 General Mail Facility
 Miami FL 33188-0001

 Please retain this portion for your records.

Florida Power & Light Company
 Federal Tax Id.#: 59-0247775
 Customer Name and Address

Customer Number: 3000160621
Reference Number: 1J.D00014330606
Bill Number: 1800542963
Bill Date: 04/24/2026

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

CURRENT CHARGES AND CREDITS
 Customer No: 3000160621 Bill No: 1800542963

Description	Amount
LARGE PROJECT/ V/O AIRPORT RD ORMOND BEACH FL Reference# 1J.D00014330606	94,166.33
For Inquiries Contact: JASON RATAY 386 586 6419	Total Amount Due \$94,166.33 Payment Due Upon Receipt



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	May 19, 2026	Item No	7.D.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - CMAR Hidden Hills Drainage Improvements		
Recommended Action	Staff recommends approval of the work authorization to All State Civil Construction, Inc., for work pertaining to the Hidden Hills Drainage Improvements at the guaranteed maximum price of \$140,307.77.		
Strategic Goal	Water Quality & The Environment - Protect and enhance our environment and invest in infrastructure projects and assets that build resilience benefits to reduce flooding risk and increase sustainability.		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Public Works Operations Manager		

Summary

This is a request to approve a Work Authorization using the Continuing Contract for Underground Utility Construction Management Services with All State Civil Construction, Inc. for Hidden Hills Drainage Improvements. This project will improve the drainage on Hidden Hills Drive between Timberlake Lane and Raintree Lane, and will facilitate routing of the stormwater off the roadway and through the lake system.

The proposed improvements are based on the modeling work performed in conjunction with Volusia County through the Transform386 program, and will reduce erosion impacting the roadway and water main, and improve the flow characteristics of the stormwater through the lake system.

During Hurricane Milton, the area was impacted by severe erosion and residents reported water over the roadway. The proposed work (plans attached) will add a stormwater inlet and extend and redirect the culvert under the road. The improvements will mitigate future storm damage.

Financial Impact

Funding for this project of \$140,307.77 is included in the FY 2025-26 budget within Fund 107 Stormwater – Transform386 Stormwater Projects.

Citizen Impact

The drainage improvements will better protect against the erosion impacting the water main and roadway. The rerouting of the watermain will require a brief outage and a boil water notice. Notice to homeowners in the area will be provided well in advance of the work.

Attachments

1. 26-67 Hidden Hills drain imp-All State Civil (P26-0045G)
2. Work Authorization - All State Civil
3. Hidden Hills Drainage Plan Set - S&S 3-10-26

RESOLUTION NO. 2026-67

A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STATE CIVIL CONSTRUCTION, INC. TO PROVIDE UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES REGARDING THE HIDDEN HILLS DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from All State Civil Construction, Inc., a firm under continuing contract with the City, to provide underground utility construction management services regarding the Hidden Hills drainage improvements (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by All State Civil Construction, Inc. to provide underground utility construction management services for the aforescribed project at a cost not to exceed \$140,307.77 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The proposal submitted by All State Civil Construction, Inc. to provide underground utility construction management services regarding the Hidden Hills drainage improvements project at a cost not to exceed \$140,307.77 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and All State Civil Construction, Inc. to provide underground utility construction management services for the Project at the said price, and to pay the cost therefor from the Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 19th day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract for Underground Utilities dated September 17, 2025, between the City of Ormond Beach, Florida, and All State Civil Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Hidden Hills Drainage Improvements

Project Description: All labor, equipment, and materials necessary to make drainage improvements on Hidden Hills Drive, including adding a stormwater inlet and extending the culvert under the road, as detailed in the attached proposal dated March 26, 2026.

Estimated Project Construction Cost: \$140,307.77

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Drainage Improvements	Guaranteed Maximum Price	\$140,307.77
Total Fee Authorized:	Not to Exceed	<u>\$140,307.77</u>

Funding Source: Stormwater Fund (107)

Estimated Time for Completion: 60 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
ALL STATE CIVIL
CONSTRUCTION, INC.

By: _____
Jason Leslie
Mayor

By: _____
Chris Mehegan
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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



All State Civil Construction Inc.
386-681-8105

QUOTE

Chris Mehegan
Phone: 386-256-2721
Email: cmehegan@allstatecivilconstructionfl.com

1301 Beville Rd. #16
Daytona Beach, FL 32119

Quote Number ASCC UG032626 rev042426
Quote Date March 26, 2026
rev April 24, 2026
Quote To: David Martin
City of Ormond Beach
Address: 22 S. Beach Street
Ormond Beach, FL 32174
Phone: 386-610-0554
E-mail: David.martin@ormondbeach.org

Hidden Hills Drainage

DESCRIPTION	QTY	UM	UNIT PRICE	EXT PRICE
GENERAL CONDITIONS				
Mobilization	1	LS	\$14,600.00	\$14,600.00
MOT	1	LS	\$10,290.00	\$10,290.00
Floating Turbidity Barrier	100	LF	\$25.00	\$2,500.00
Demolition, Flume, Rip Rap	1	LS	\$11,675.00	\$11,675.00
Embankment	110	CY	\$33.00	\$3,630.00
Type H Inlet W/ Grate	1	EA	\$34,015.00	\$34,015.00
38" X 60" ERCP	8	LF	\$706.50	\$5,652.00
Straight Concrete Endwall, 38" X 60" ERCP, Single, 15 Degrees	1	EA	\$31,650.00	\$31,650.00
Miami Curb (w/ 6" Curb attached)	30	LF	\$44.00	\$1,320.00
Concrete 6" (Flume)	4	SY	\$2,350.00	\$9,400.00
Remove 8" PVC Water Main	21	LF	\$115.00	\$2,415.00
8" PVC Pipe with Fittings	25	LF	\$270.00	\$6,750.00
Sod Bahia	75	SY	\$20.00	\$1,500.00
Bond	1	LS	\$4,910.77	\$4,910.77

*Daily Crew with Equipment Rate = \$5,200.00/day

TOTAL **\$140,307.77**

Thank you for your business!

Proposal



All State Civil Construction Inc.

Owner Information

Name David Martin
City of Ormond Beach
Address 22 S. Beach Street
City, State ZIP Ormond Beach, FL 32174
Phone 386-610-0554
Email David.martin@ormondbeach.org
Project name Hidden Hills Drainage

Contractor Information:

Company All State Civil Construction, Inc.
Name Chris Mehegan
Address 1301 Beville Rd Suite 16
City, State ZIP Daytona Beach, FL 32119
Phone 386-256-2721
Email cmehegan@allstatecivilconstructionfl.com
Contract Price \$140,307.77

Scope of Work

Construct stormwater repairs as per City of Ormond Beach Hidden Hills Drainage Improvements plans dated March 2026.

See exclusions.

Company Proposal

As per quote.

Chris Mehegan 3/26/2026
Submitted by (Company Representative) Date

Owner Acceptance

I, _____, accept the above scope of work as proposed for the contract amount specified.

Submitted by (home owner or authorized representative) Date

Exclusions



All State Civil Construction Inc.

Owner Information

Name City of Ormond Beach
Address 22 S. Beach Street
City, State ZIP Ormond Beach, FL 32174
Phone 386-610-0554
Email David.martin@ormondbeach.org
Project name Hidden Hills Drainage

Contractor Information:

Company All State Civil Construction, Inc.
Name Chris Mehegan
Address 1301 Beville Rd Suite 16
City, State ZIP Daytona Beach, FL 32119
Phone 386-256-2721
Email cmehegan@allstatecivilconstructionfl.com
Contract Price **\$140,307.77**

The following items are excluded from this proposal

- 1 Permits and/or inspection fees
- 2 Disposal of hazardous excavated material
- 3 Unforeseen conditions
- 4 Rock excavation
- 5 Anything not shown on the referenced plan set or not included in the schedule of values
- 6 Hauling hazardous material to landfill
- 7 Wetland demucking
- 8 Landscaping or Irrigation
- 9 Asphalt restoration

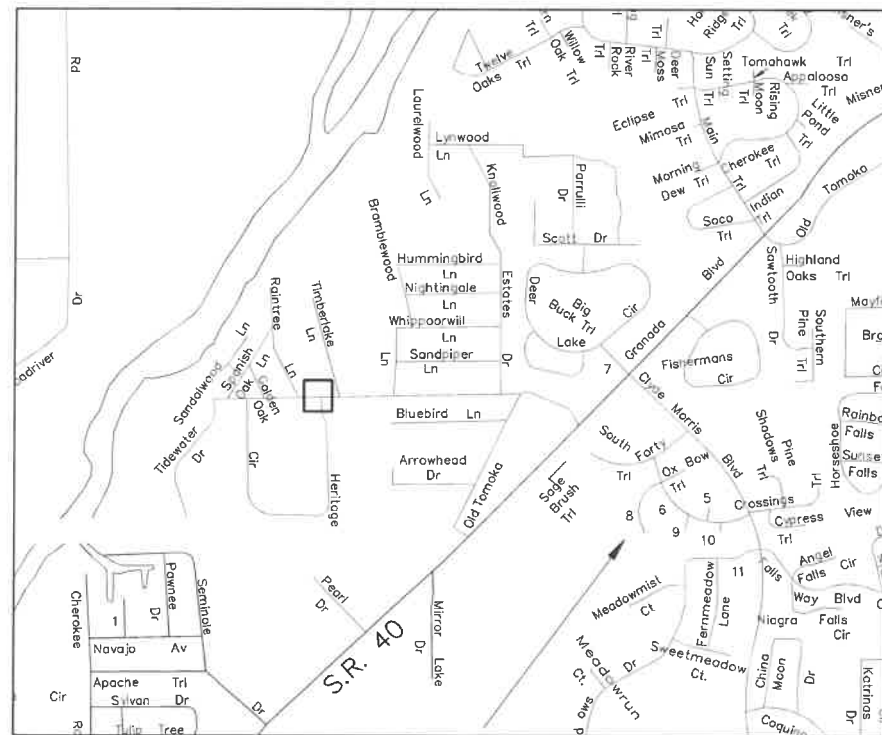
COST SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Labor Cost	Hours	Total
1	Mobilization	1	LS	\$14,600.00	\$304.17	48	\$ 14,600.00
2	MOT	1	LS	\$10,290.00	\$214.38	48	\$ 10,290.00
3	Floating Turbidity Barrier	100	LF	\$25.00	\$625.00	4	\$ 2,500.00
4	Demolition, Flume, Rip Rap	1	LS	\$11,675.00	\$729.69	16	\$ 11,675.00
5	Embankment	110	CY	\$33.00	\$226.88	16	\$ 3,630.00
6	Type H Inlet W/ Grate	1	EA	\$34,015.00	\$1,062.97	32	\$ 34,015.00
7	38" X 60" ERCP	8	LF	\$706.50	\$176.63	32	\$ 5,652.00
8	Straight Concrete Endwall, 38" X 60" ERCP, Single, 15 Degrees	1	EA	\$31,650.00	\$989.06	32	\$ 31,650.00
9	Miami Curb (w/ 6" Curb attached)	30	LF	\$44.00	\$66.00	20	\$ 1,320.00
10	Concrete 6" (Flume)	4	SY	\$2,350.00	\$470.00	20	\$ 9,400.00
11	Remove 8" PVC Water Main	21	LF	\$115.00	\$150.94	16	\$ 2,415.00
12	8" PVC Pipe with Fittings	25	LF	\$270.00	\$210.94	32	\$ 6,750.00
13	Sod Bahia	75	SY	\$20.00	\$187.50	8	\$ 1,500.00
14	Bond	1	LS	\$4,910.77	\$4,910.77	1	\$ 4,910.77
							\$ 140,307.77

CITY OF ORMOND BEACH

HIDDEN HILLS DRAINAGE IMPROVEMENTS

 = SITE LOCATIONS



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL CONSTRUCTION NOTES
3	WATER MAIN CONSTRUCTION NOTES
4	STORM DRAINAGE CONSTRUCTION NOTES
5	DEMOLITION PLAN
6	WATER MAIN DEFLECTION PLAN
7	STORM DRAINAGE PLAN
8	STORM DRAINAGE FLUME & INLET APRON DETAILS
9-11	FDOT INLET DETAILS
12-15	FDOT HEADWALL DETAILS

MAYOR

JASON LESLIE

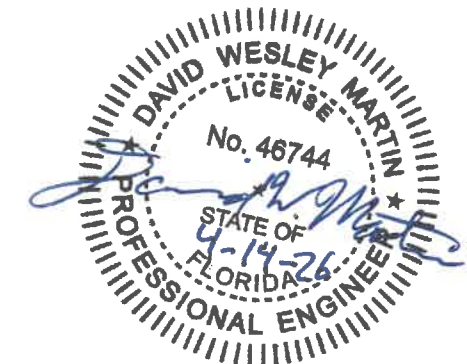
COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN



MARCH 2026

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

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

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

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

- SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
- SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.

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

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

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

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

GENERAL NOTES:

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



**STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR "AS-BUILT" DRAWINGS**

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MAY 2020



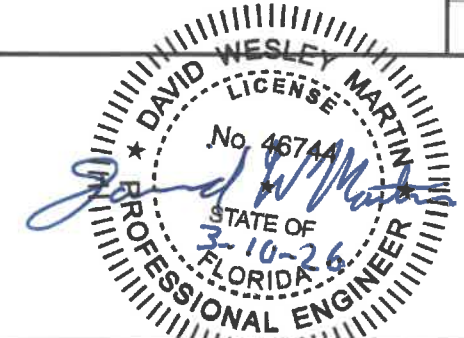
**STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS BUILT DRAWINGS**

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**STANDARD CONSTRUCTION DETAIL
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<input type="checkbox"/>	CONSTRUCTION
<input type="checkbox"/>	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
DAVID MARTIN, P.E., SENIOR ENGINEER

HIDDEN HILLS DRAINAGE

GENERAL CONSTRUCTION NOTES

DATE:	3/5/26	PROJECT NO.:	
SCALE:	1" = 10'	FILE NAME:	
DRAWN BY:	MC	SHEET:	2 of 15

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

- THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
- ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
- METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE TOP OF PIPE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
- WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
- ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
- WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET.
- AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - STANDARD GATE VALVES LESS THAN 48" DIAMETER RESILIENT SEAT GATE VALVES (AWWA C-509 OR C-515).
 - MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL. (AWWA C - 509)
 - 2" OR SMALLER VALVES SHALL BE BRASS BALL VALVES.

GENERAL NOTES
WATER SYSTEM CONSTRUCTION




- ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
- WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL.
- HYDRANTS SHALL BE PLACED AT 500 FEET MAXIMUM SPACING IN RESIDENTIAL DEVELOPMENTS AND AT 300 FEET MAXIMUM SPACING IN BUSINESS AND INDUSTRIAL DEVELOPMENTS. ALL WATER MAINS TO WHICH HYDRANTS ARE CONNECTED SHALL BE 8 INCHES MINIMUM.
- ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18-24" ABOVE GRADE.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NSF-APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 MAY BE USED AS APPROVED BY THE CITY.
- ALL NEWLY CONSTRUCTED WATER MAINS SHALL BE FLUSHED, CLEANED WITH A POLY PIG, PRESSURE TESTED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- WATER MAINS SHALL BE AWWA C-900 CL 150, OR D.I.P. CLASS 350 STANDARD CEMENT LINED AWWA C-104.
- UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE HEALTH DEPARTMENT, AND THAT CERTIFIED AS-BUILT DRAWINGS (24"x36") ARE PROVIDED TO THE CITY PRIOR TO PAVING AND ANY USE OF THE SYSTEM. SEE M-1A & M-1B FOR AS-BUILT REQUIREMENTS
- MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
- ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO HAVE CEMENT INTERIOR LINING IN ACCORDANCE WITH AWWA C-550

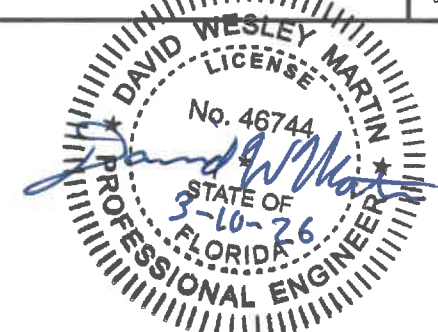
GENERAL NOTES
WATER SYSTEM CONSTRUCTION

- WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR.
- ALL WATER SERVICES SHALL BE MARKED WITH A " " SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
- ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
- UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.
- TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
- NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
- ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.
- SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY'S ENGINEERING & PLANNING DEPARTMENT BEFORE FINAL INSPECTION AT COMDEV@ORMONDBEACH.ORG.
- PIPING FOR RAW WATER SHALL BE WHITE FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE WHITE WITH LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION - RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.
- SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
1" - 2"	BLUE ENDOT ENDORACE POLYETHYLENE TUBING (CTS SIZE)	ASTM D 2737
4" - 12"	PVC DR-18	AWWA C 900
> 4" - 12" DEDICATED FIRE LINE	PVC DR-14	AWWA C 900
14" - 36" (16" - 24" DR - 18) (30" - 36" DR - 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE DIPS DR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAINS, BLUE WITH WHITE LOCATOR TAPE OR WHITE LOCATOR TAPE FOR RAW WATER MAIN.

	STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX		STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX		STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX
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DRAWING STATUS
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PERMIT
BID
ADDENDA
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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER	HIDDEN HILLS DRAINAGE	WATER MAIN CONSTRUCTION NOTES	DATE: 3/5/26	PROJECT NO.:
					DAVID MARTIN, P.E., SENIOR ENGINEER			SCALE: 1" = 10'	FILE NAME:

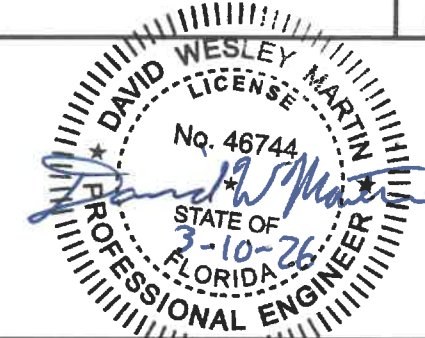
1. CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.
2. ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL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

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

PIPES SIZE (INCHES)	LENGTH OF RUN (FEET)
15	150
18	300
24 OR GREATER	400
16. ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (H:V) AND SHALL BE SODDED.
17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.
18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS.
21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS.
22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.
24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.
25. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.

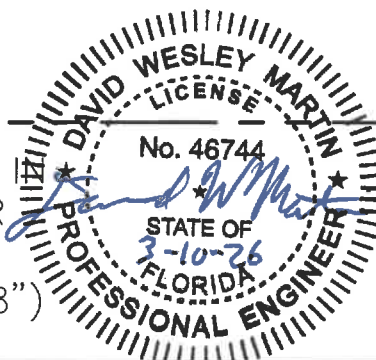
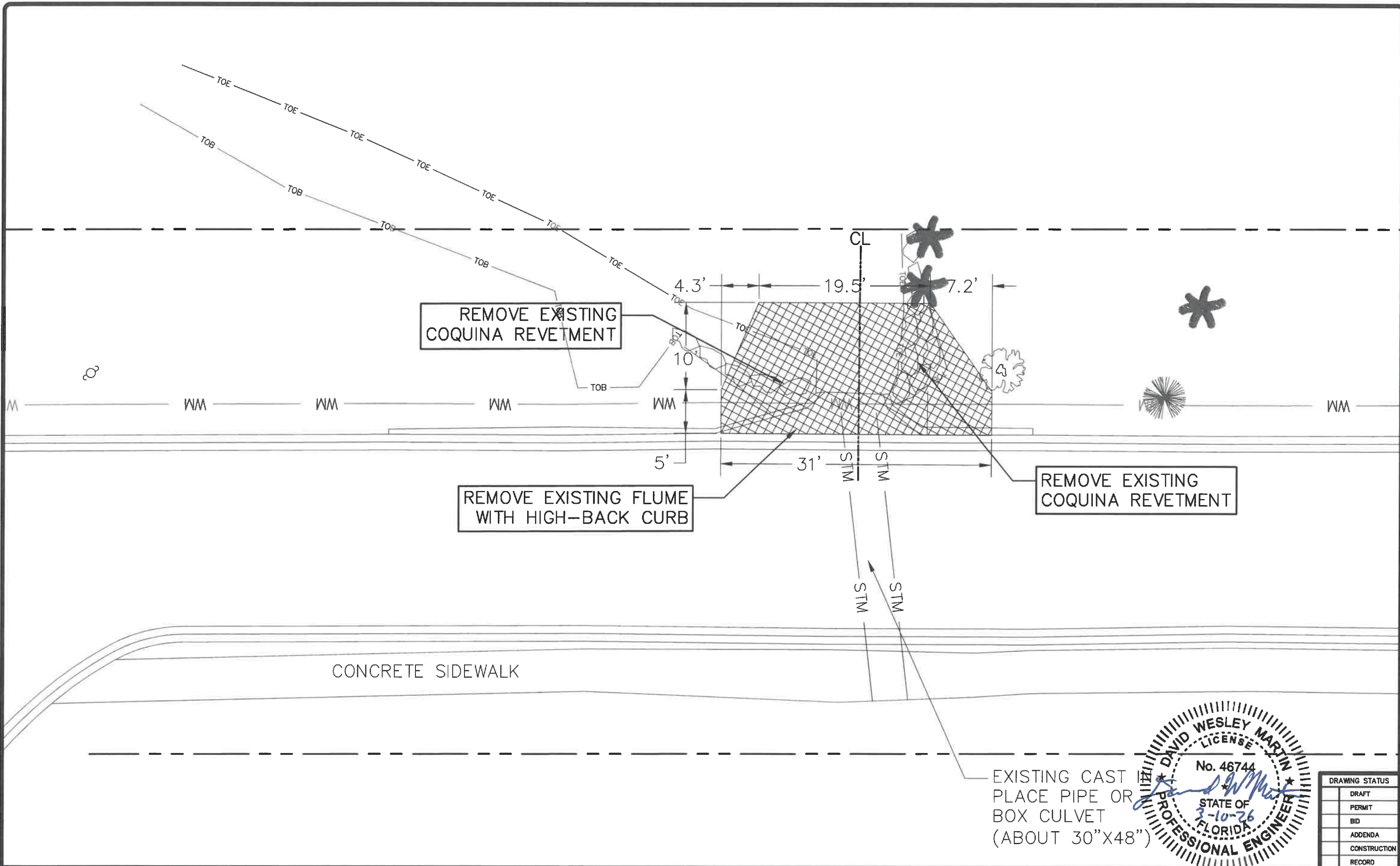
26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING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

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1A MAY 2020		STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1B MAY 2020		STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1C MAY 2020
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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER DAVID MARTIN, P.E., SENIOR ENGINEER	HIDDEN HILLS DRAINAGE	STORM DRAINAGE CONSTRUCTION NOTES	DATE: 3/5/26	PROJECT NO.:
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								DRAWN BY: MC	SHEET: 4 of 15



EXISTING CAST IN PLACE PIPE OR BOX CULVERT (ABOUT 30"X48")

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

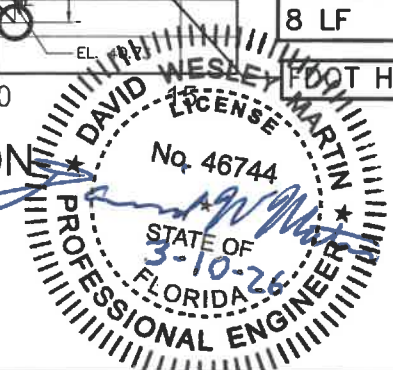
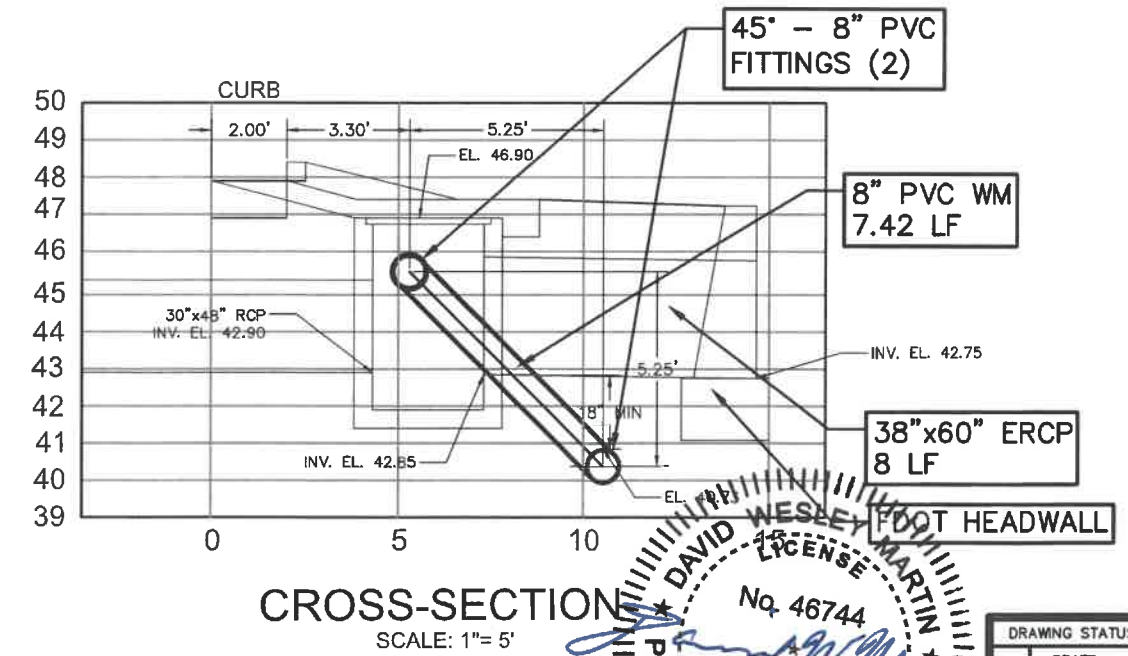
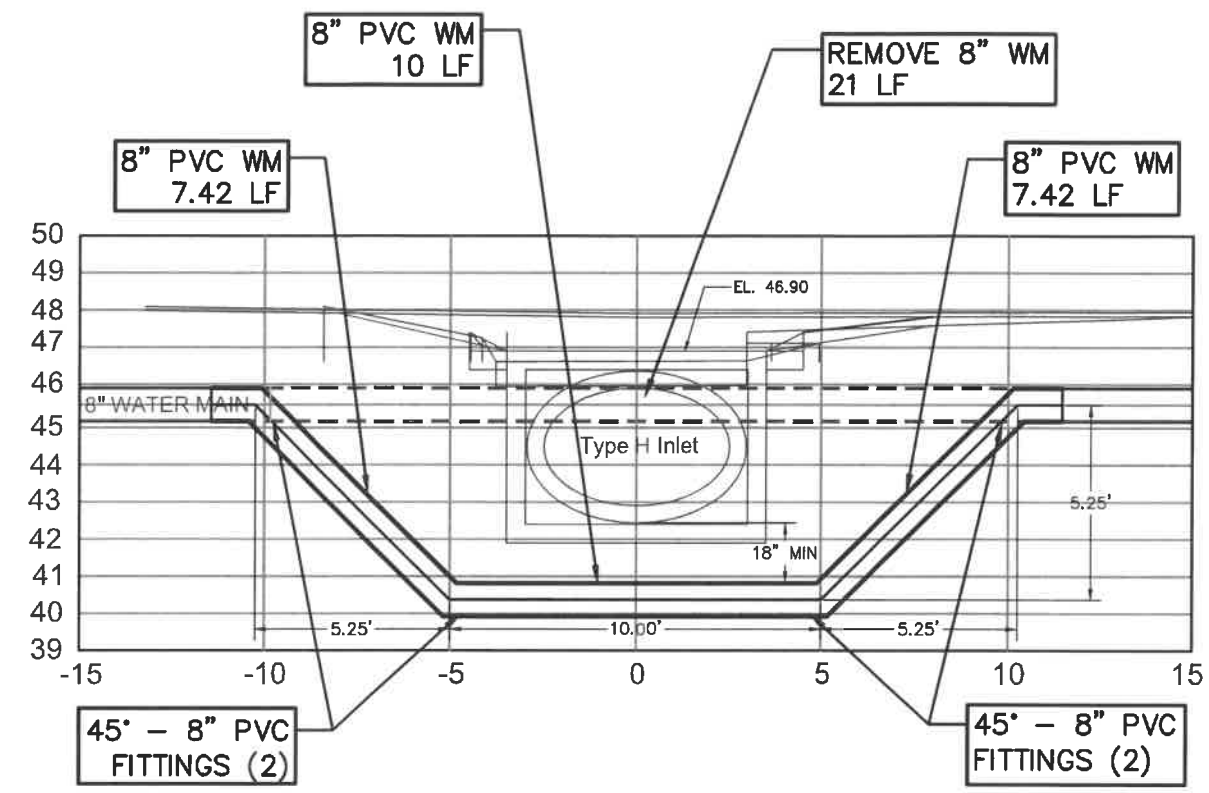
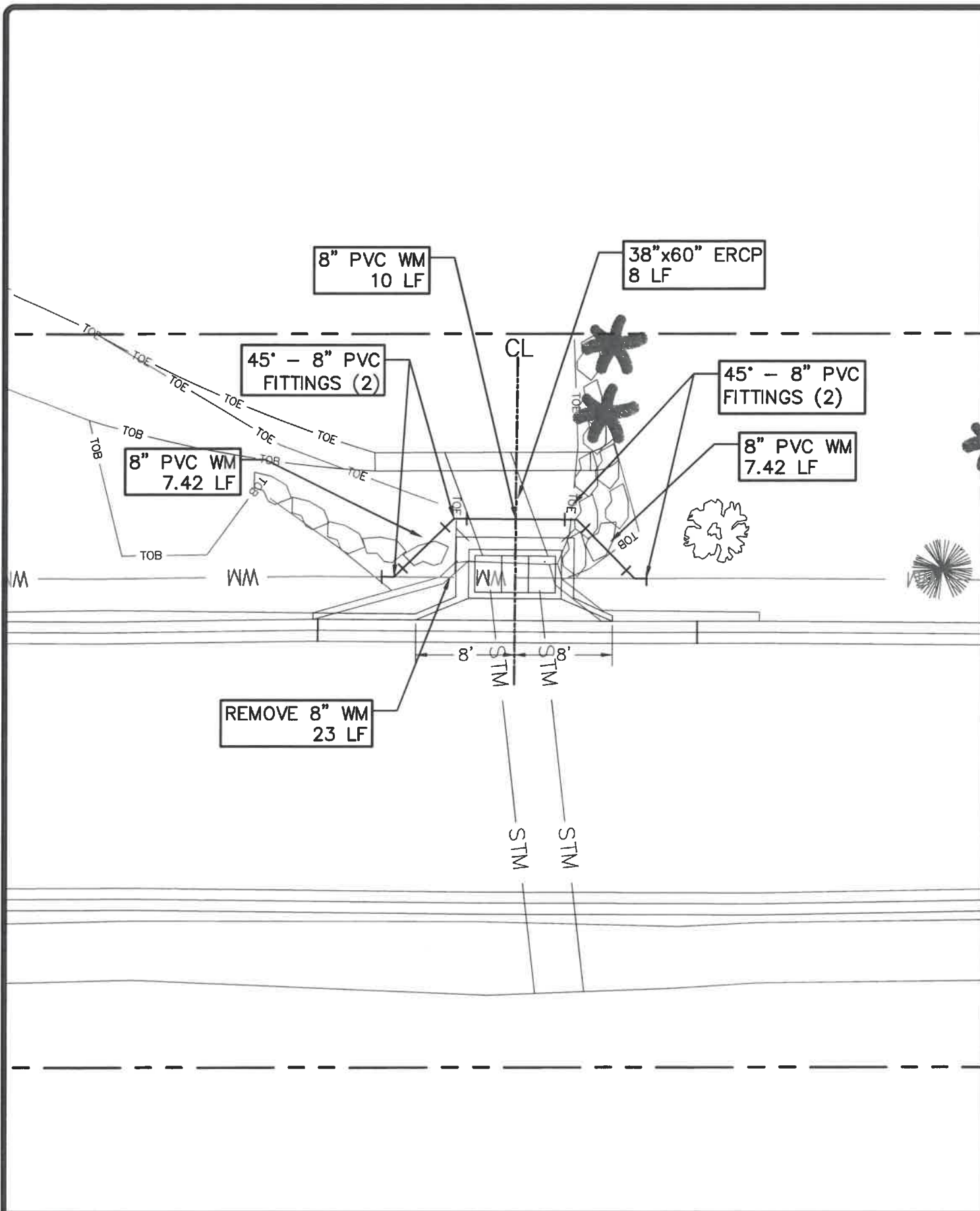
JASON LESJIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

DAVID MARTIN, P.E., SENIOR ENGINEER

HIDDEN HILLS DRAINAGE

DEMOLITION SITE PLAN

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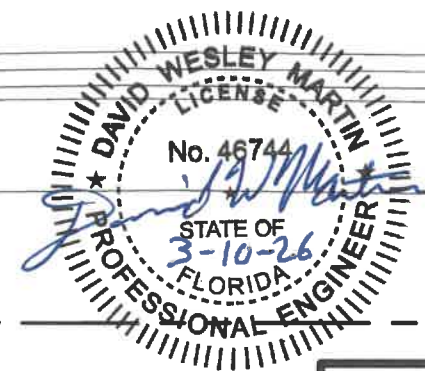
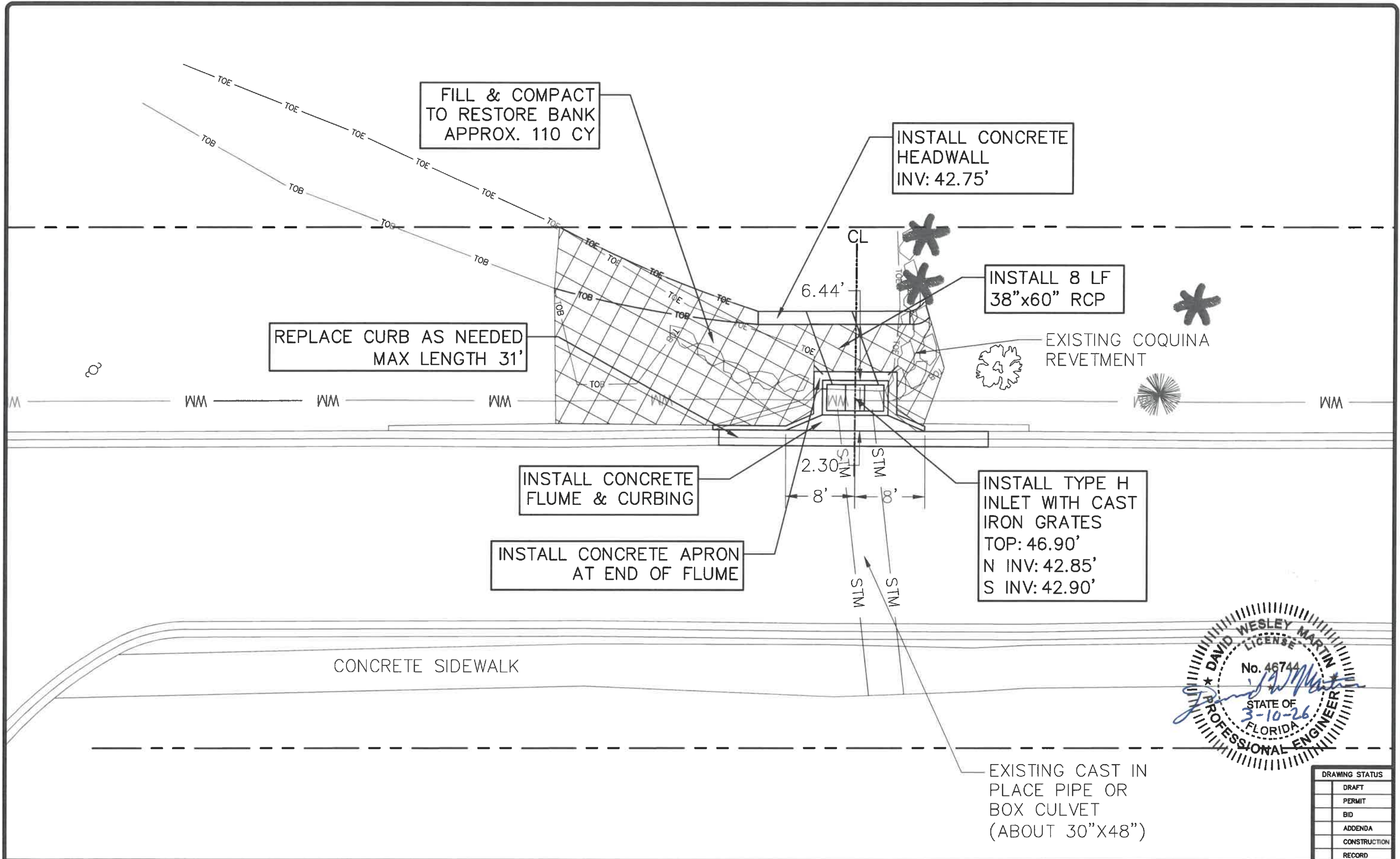
City of Ormond Beach
Engineering Division

JASON LESJUE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
DAVID MARTIN, P.E., SENIOR ENGINEER

HIDDEN HILLS DRAINAGE

WATER MAIN DEFECTION PLAN

DATE: 3/9/26 PROJECT NO.:
SCALE: 1" = 10' FILE NAME:
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City of Ormond Beach
Engineering Division

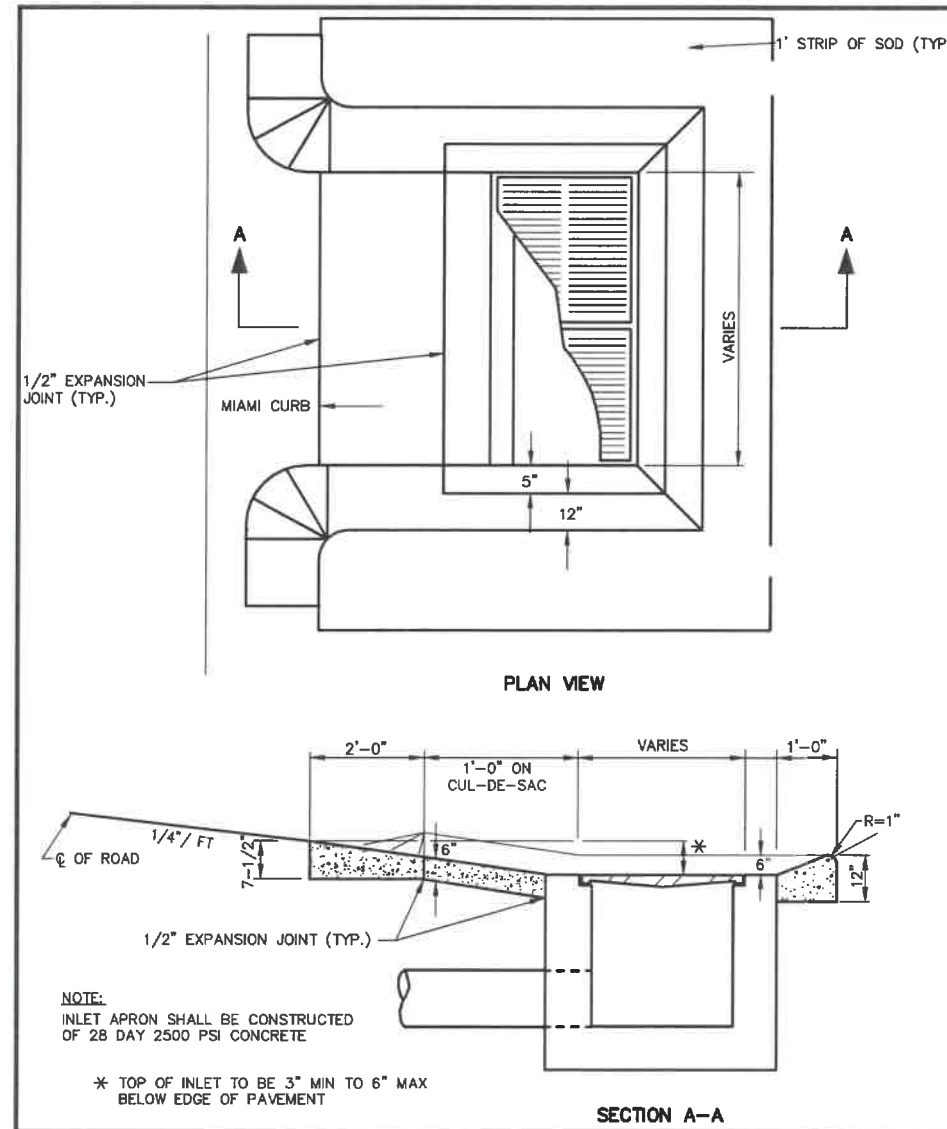
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

DAVID MARTIN, P.E., SENIOR ENGINEER

HIDDEN HILLS DRAINAGE

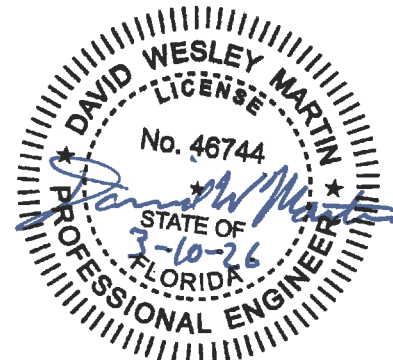
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DATE: 3/9/26	PROJECT NO.:
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STANDARD CONSTRUCTION DETAIL
STORM INLET APRON
 NTS

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ST-3
MAY 2020



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NO.	DATE	REVISIONS	BY

City of Ormond Beach
 Engineering Division

JASON LESLIE, MAYOR
 JOYCE SHANAHAN, CITY MANAGER
 DAVID MARTIN, P.E., SENIOR ENGINEER

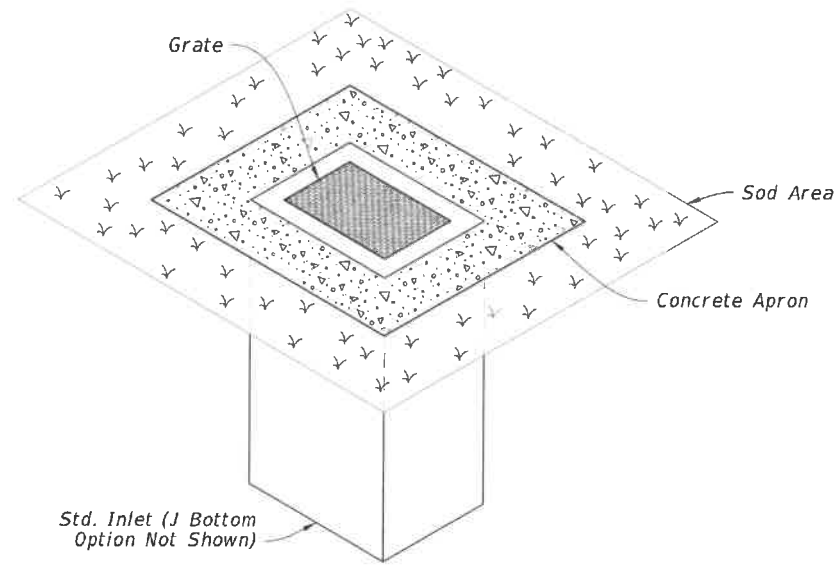
HIDDEN HILLS DRAINAGE

STORM DRAINAGE FLUME & INLET APRON DETAILS

DATE: 3/5/26	PROJECT NO.:
SCALE: 1" = 10'	FILE NAME:
DRAWN BY: MC	SHEET: 8 of 15

GENERAL NOTES:

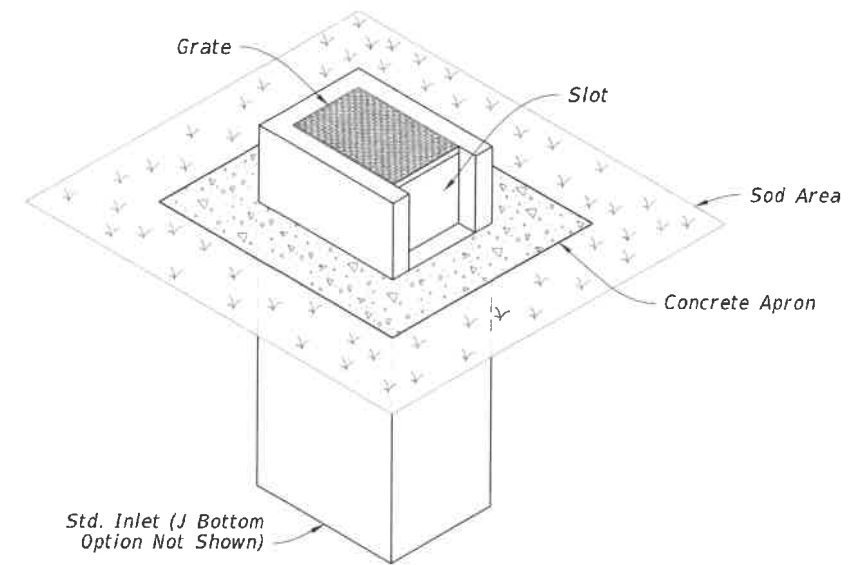
1. Work this Index with Index 425-001 and Index 425-010.
2. Chamfer all exposed edges and corners $\frac{3}{4}$ " chamfer or tooled to $\frac{1}{4}$ " radius.
3. All reinforcing is Grade 60 bars with 2" minimum cover unless otherwise noted. Cut or bend bars for $1\frac{1}{2}$ " clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.
4. Use Concrete Apron on inlets without slots and inlets with non-traversable slots only when called for in the Plans.
5. Quantities are for informational and estimating purposes only.
6. Slots are not permitted on sides with grate seats.



=====**DITCH BOTTOM INLET TYPE C**=====

TRAVERSABLE

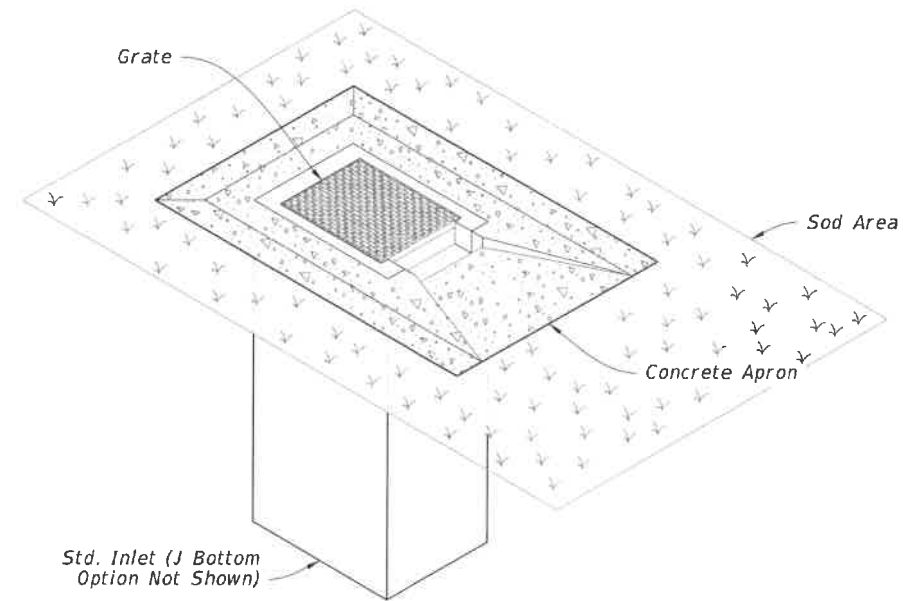
(Without Slot - Type D, E, and H Similar, Pipe Connection Not Shown)



=====**DITCH BOTTOM INLET TYPE C**=====

NON-TRAVERSABLE

(Slot > 7" Shown - Type D, E, and H Similar, Pipe Connection Not Shown)



=====**DITCH BOTTOM INLET TYPE C**=====

TRAVERSABLE

(Single Slot < 7" Shown, Double Slot, Type D, and E Similar, Pipe Connection Not Shown)

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1	General Notes and Contents
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3	Type D - Dimensional, Reinforcing, and Grate Details
4	Type E - Dimensional, Reinforcing, and Grate Details
5	Type H (2 & 3 Grate) - Dimensional, Reinforcing, and Steel Grate Details
6	Type H (4 Grate) - Dimensional, Reinforcing, and Steel Grate Details
7	Cast Iron Grate Details
8	Non-Traversable Inlet Details
9	Traversable Inlet Without Slot Details
10	Traversable Inlet With Slot Details
11	Case 1 - Add Traversable Slots to Existing Inlets
12	Case 2 - Add Traversable Slots (Partial) to Existing Inlets
13	Case 3 - Add Traversable Slots (Partial) to Existing Inlets and Ditch Block
14	Alternate A Structure Bottom - Top Slab Details

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LAST REVISION 11/01/23	REVISION	DESCRIPTION:
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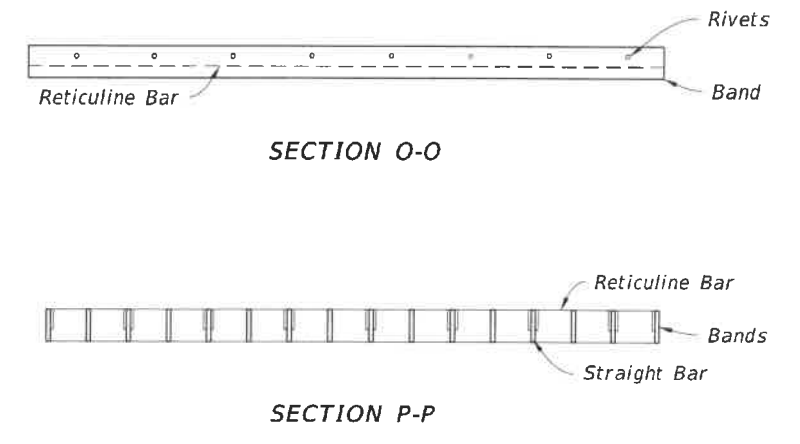
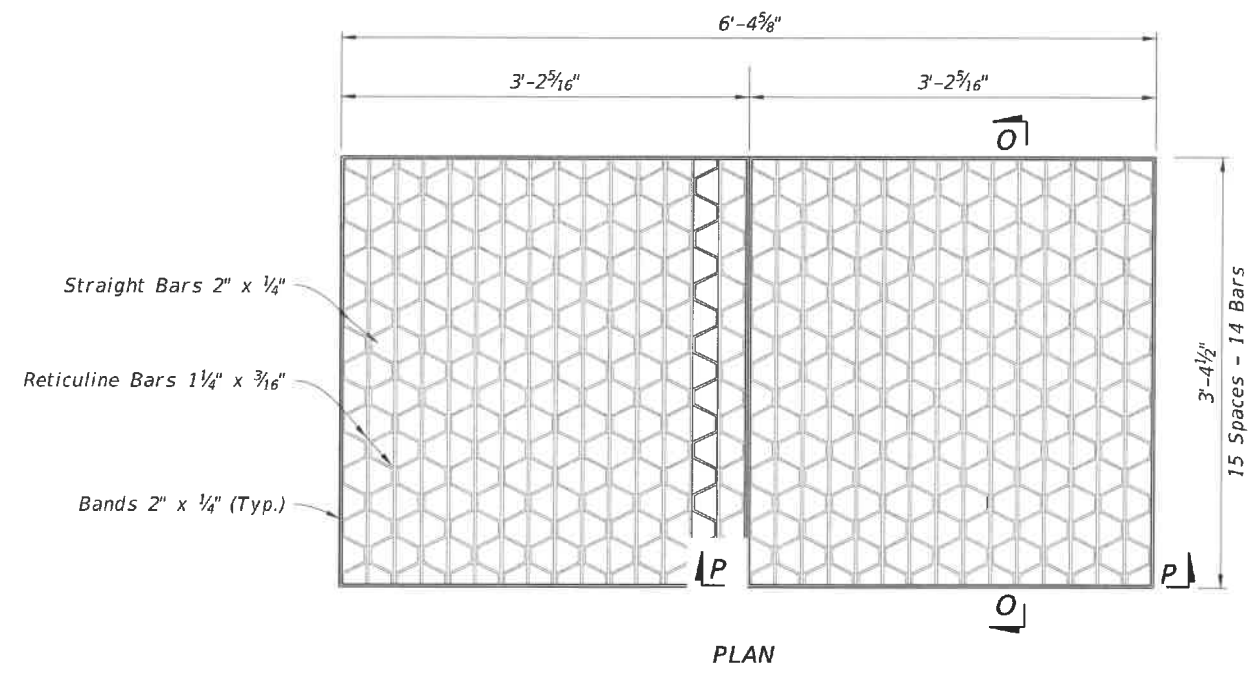
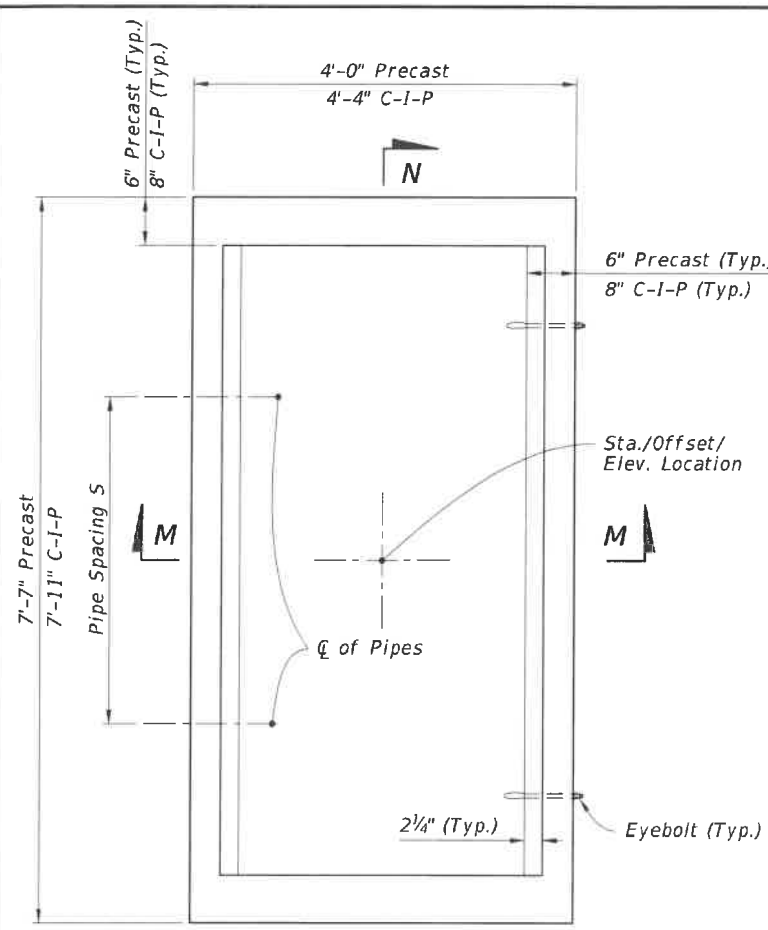


FY 2026-27
STANDARD PLANS

DITCH BOTTOM INLET TYPES C, D, E, AND H

INDEX
425-052

SHEET
1 of 14



STEEL GRATE DETAIL
(2-Grates Shown, Approx. 310 lbs. - See Sheet 7 For Cast Iron, 3-Grates)

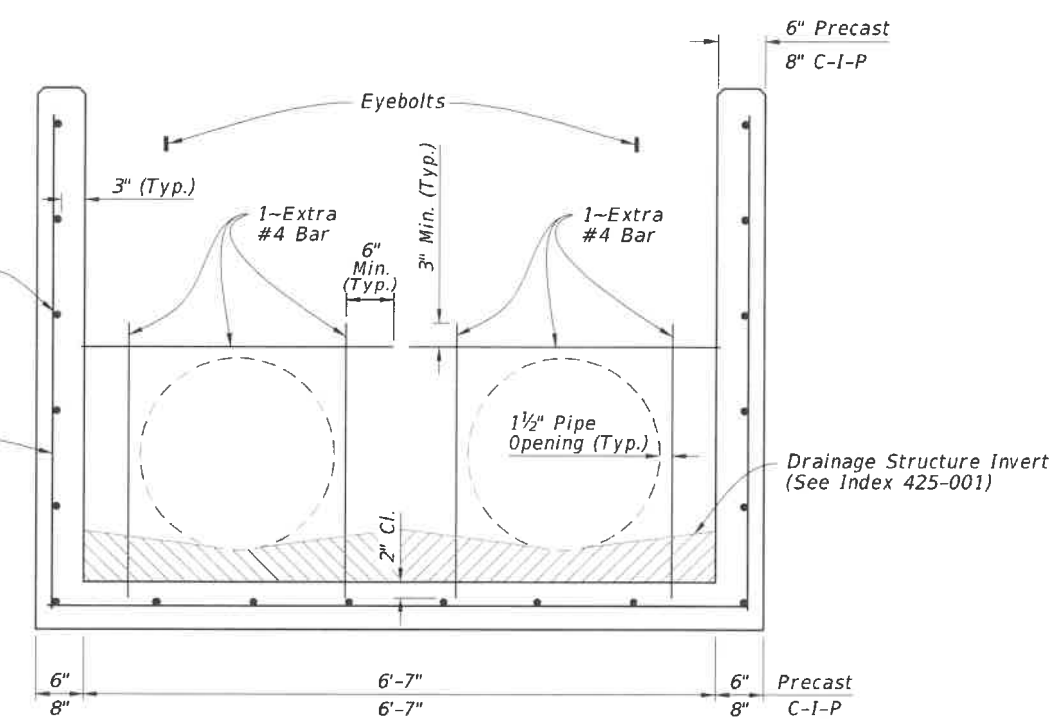
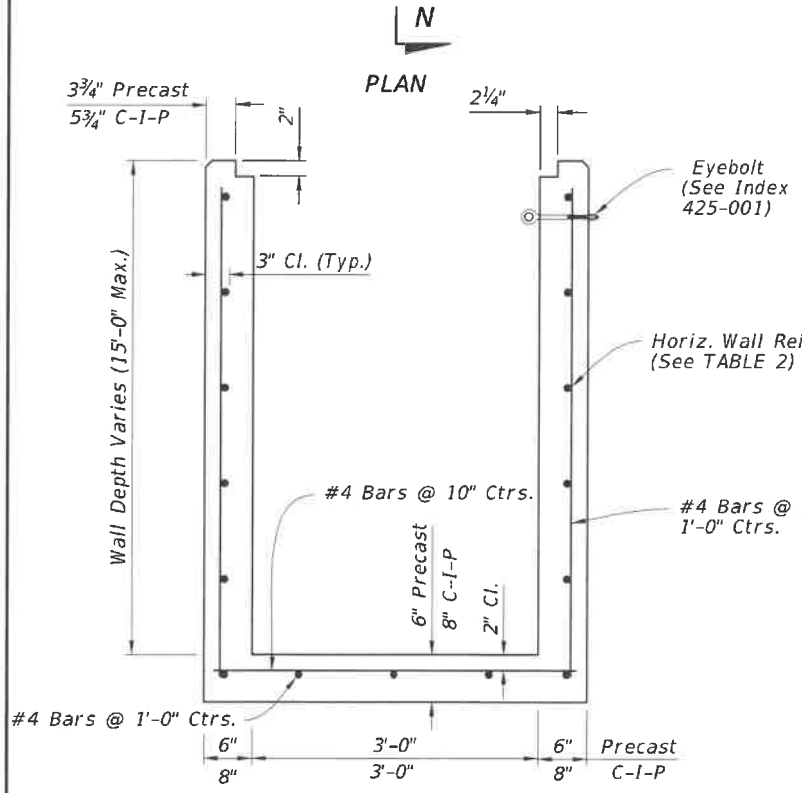


TABLE 4
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (in. ² /ft.)	MAX. SPACING	
			BARS	WWR
0' - 5'	B5.5	0.24	5 1/2"	5"
5'-7'	C6.5	0.37	6 1/2"	6"
7' - 15'	D4.5	0.53	4 1/2"	4"

- NOTES:**
1. Grate, Concrete Apron, and Sod not shown on structure details.
 2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.
 3. Pipe Spacing S = 3'-5"

DIMENSIONAL AND REINFORCING DETAILS

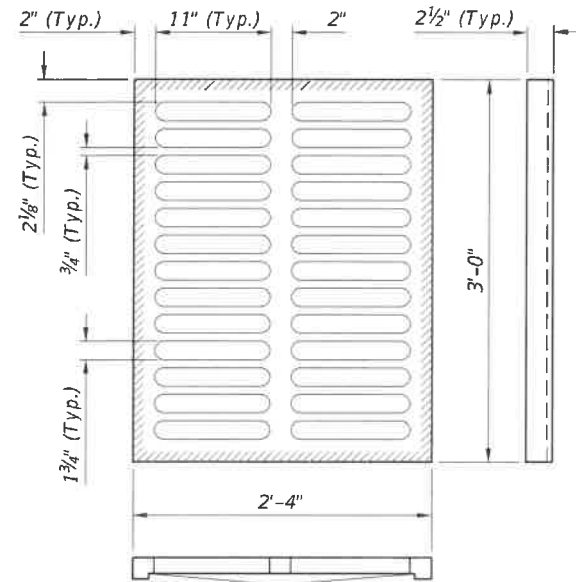
TYPE H (2 & 3 GRATE) - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

11:58:18 AM
9/26/2025

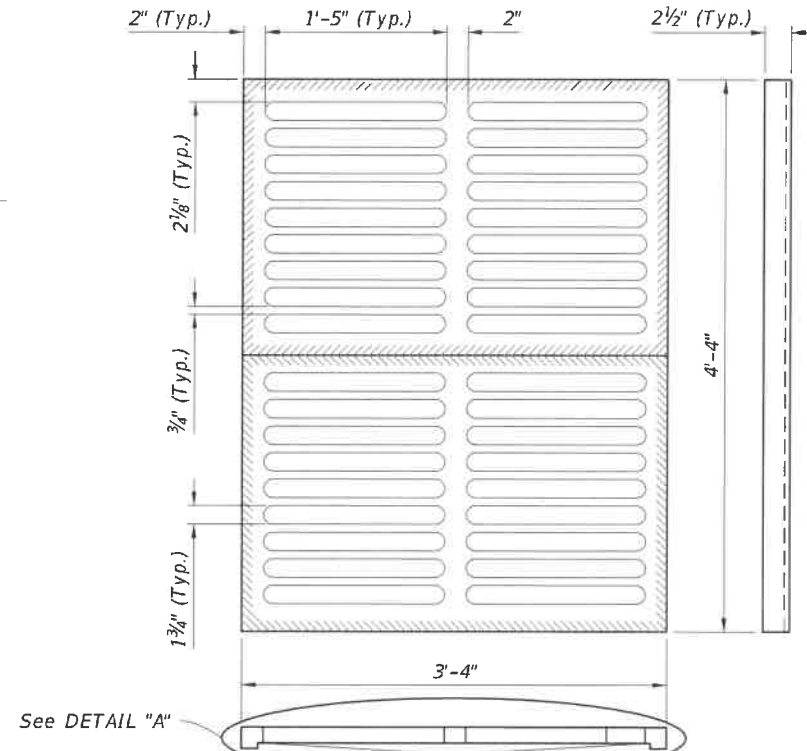
LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2026-27 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX 425-052	SHEET 5 of 14
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NOTES:

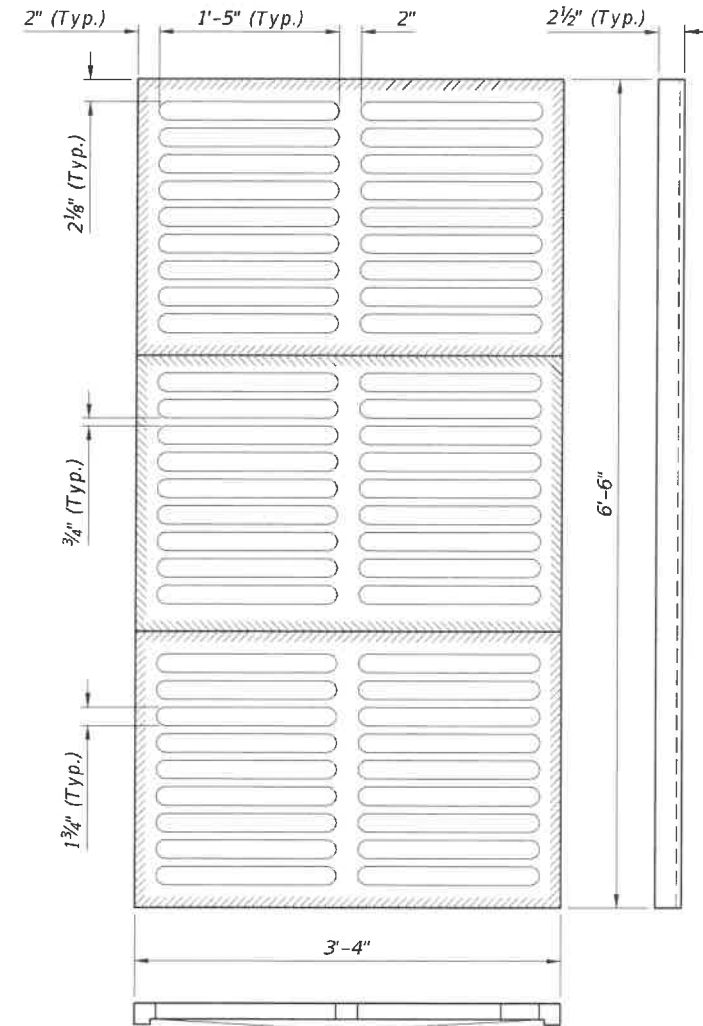
1. Steel Grates are required on inlets with traversable slots and on Inlets where bicycle traffic is anticipated.
2. Cast Iron Grates are not permitted on Inlet Type D.



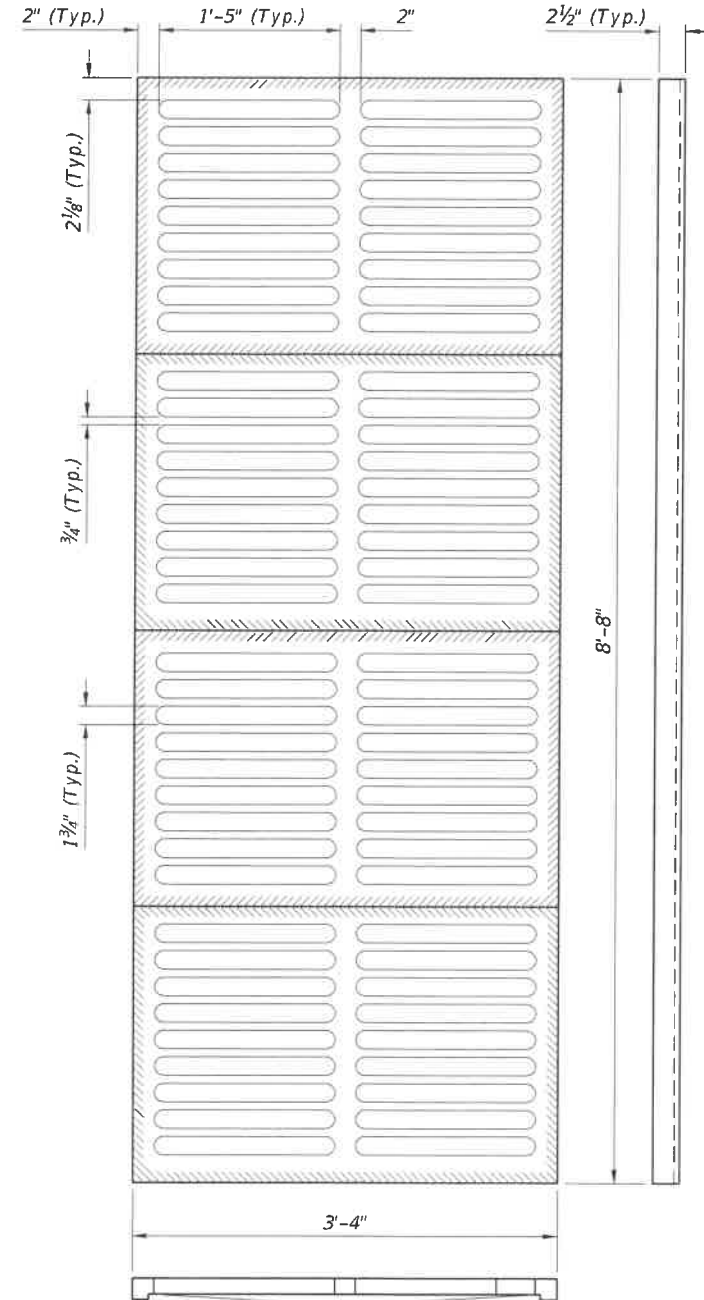
TYPE C
Approx. 235 lbs.



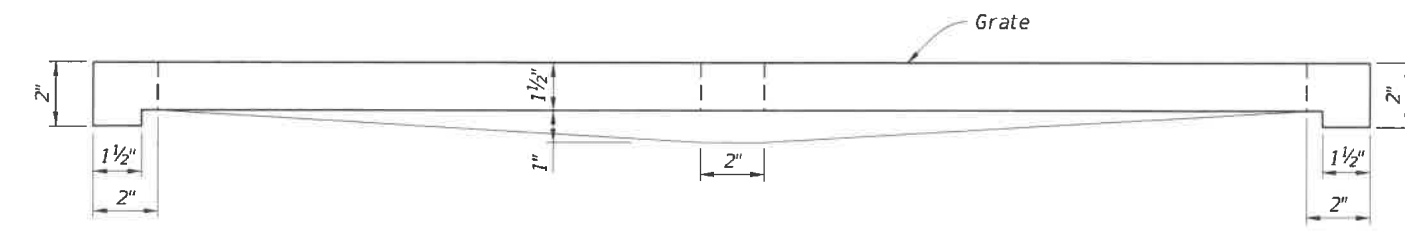
TYPE E
Approx. 465 lbs.



TYPE H
(3-Grate Inlet)
Approx. 725 lbs.



TYPE H
(4-Grate Inlet)
Approx. 967 lbs.



DETAIL "A"
(Typical Section)

CAST IRON GRATE DETAILS

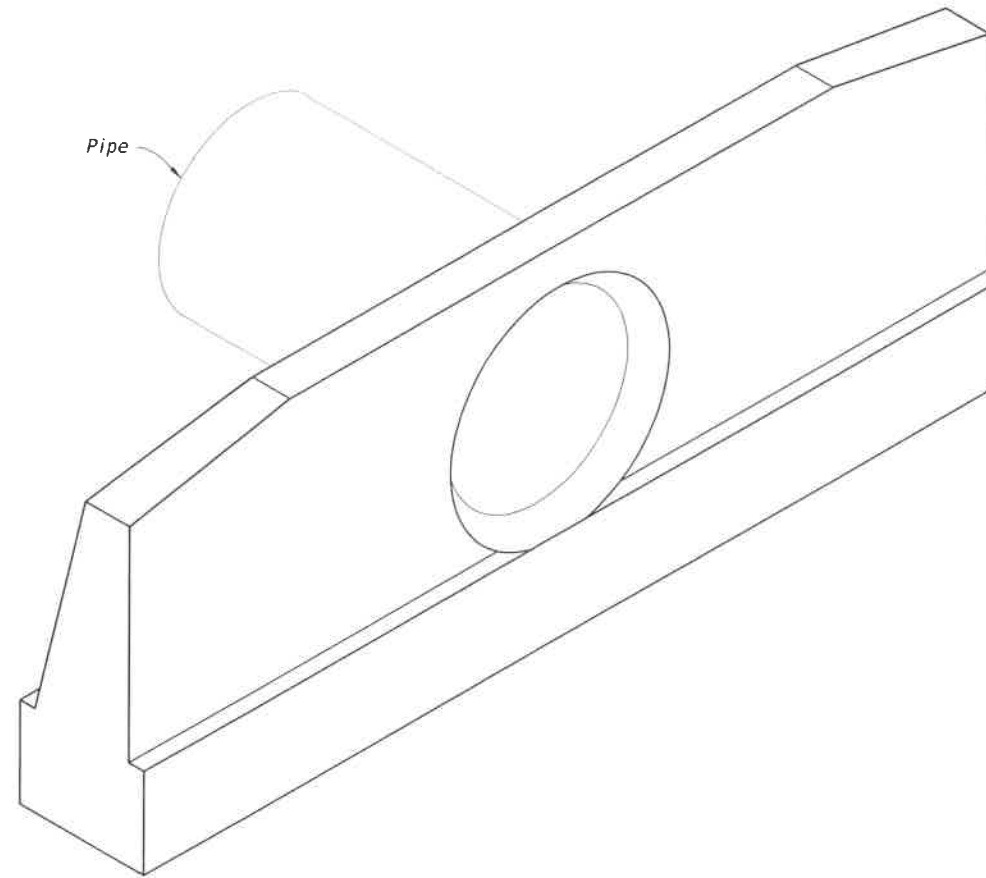
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LAST REVISION 11/01/20	REVISION	DESCRIPTION:	 FY 2026-27 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX 425-052	SHEET 7 of 14
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GENERAL NOTES:

1. Use Class II concrete.
2. Reinforcing steel is either Grade 40 or 60.
3. Endwalls may be cast in place or precast concrete. (Additional reinforcement necessary for handling precast units will be determined by the Contractor or the supplier).
4. Chamfer all exposed edges and corners to $\frac{3}{4}$ ".
5. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-arch corrugated metal pipe. Round concrete pipe shown.
6. On outfall ditches with side slopes flatter than 1:1.5 provide 20' transitions from the endwall to the flatter side slopes, right of way permitting.
7. Construct front slope and ditch transitions in accordance with Index 430-001.
8. Quantities shown are for estimating purposes only.

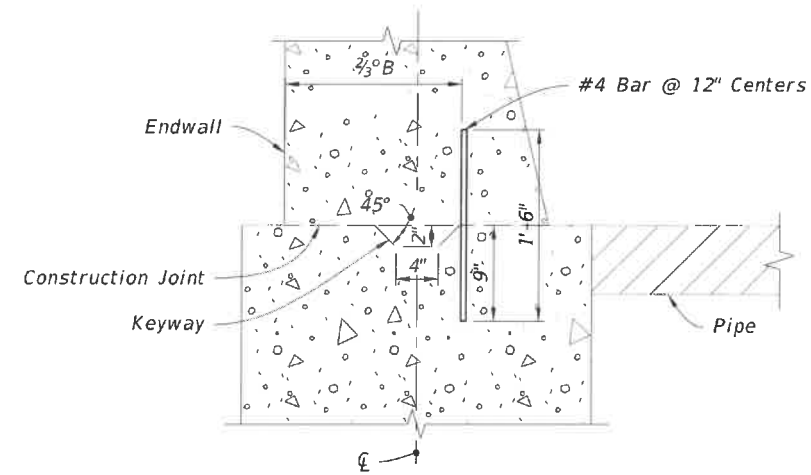
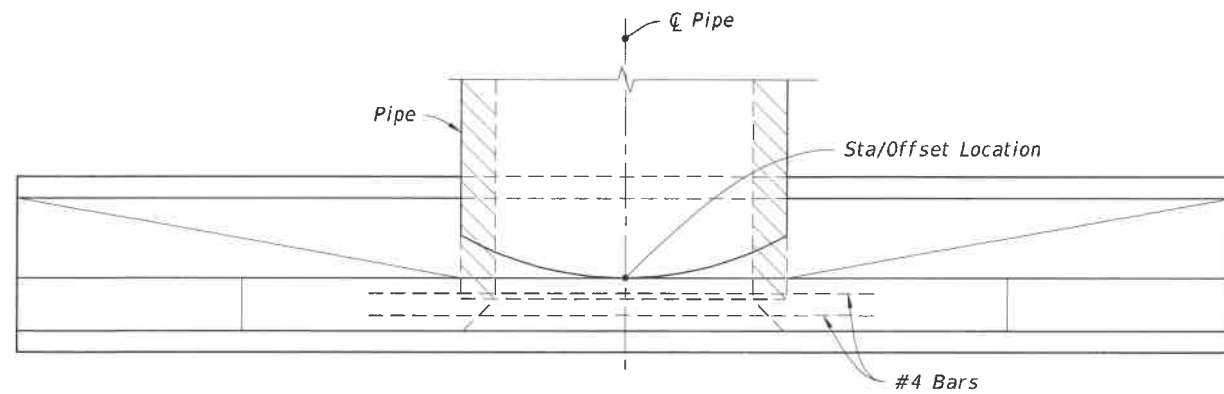
TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Concrete Endwall Details
3	Concrete and Metal Pipe Tables
4	Spacing For Multiple Pipes



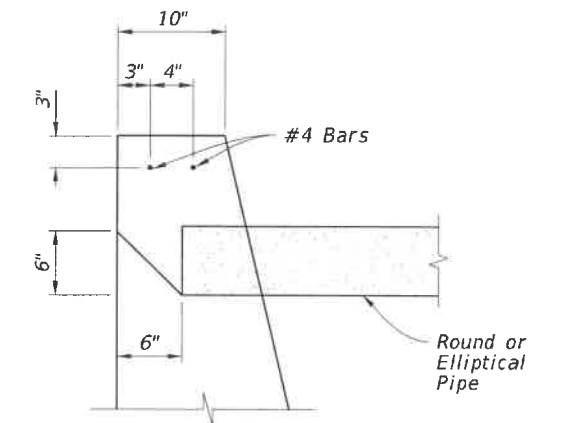
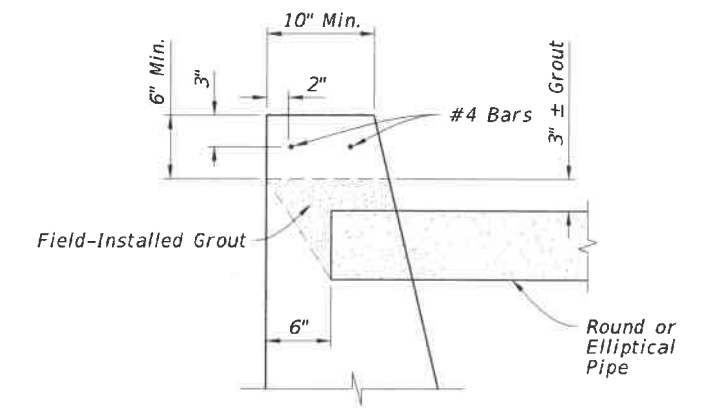
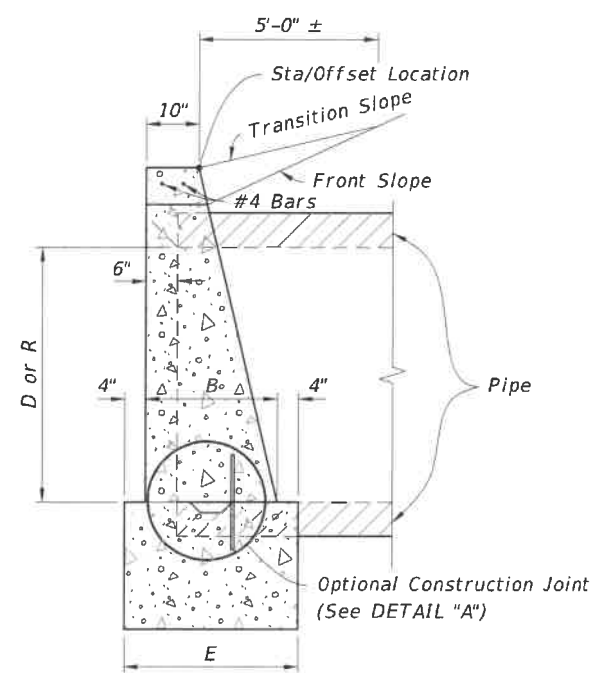
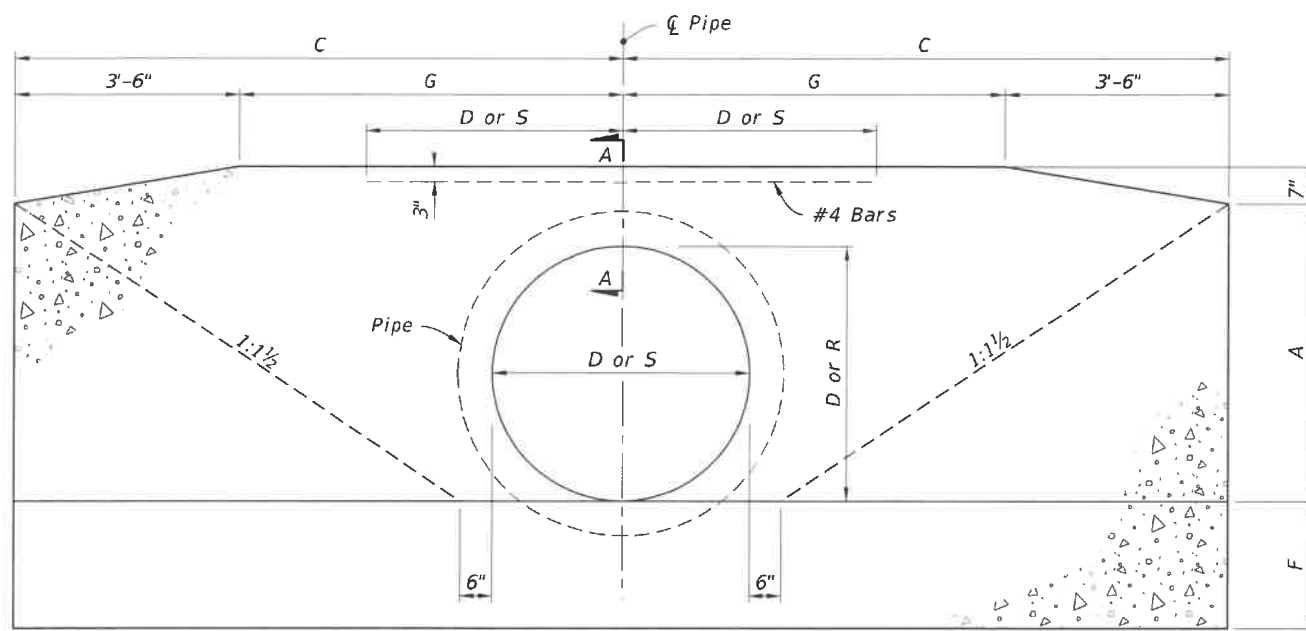
=====**STRAIGHT CONCRETE ENDWALL**=====

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LAST REVISION 11/01/21	REVISION	DESCRIPTION:	 FY 2026-27 STANDARD PLANS	STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE	INDEX 430-030	SHEET 1 of 4
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NOTE: Keyway and Dowels are required for optional construction joint.



SECTION A-A

CONCRETE ENDWALL DETAILS

LAST REVISION 11/01/25	DESCRIPTION:
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FY 2026-27
STANDARD PLANS

STRAIGHT CONCRETE ENDWALLS
SINGLE AND MULTIPLE PIPE

INDEX 430-030	SHEET 2 of 4
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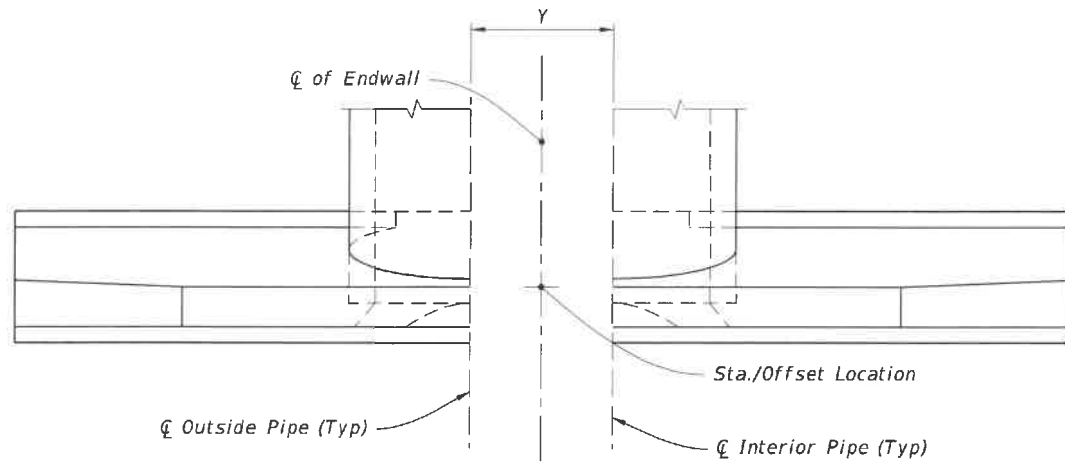
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ROUND CONCRETE AND CORRUGATED METAL PIPE

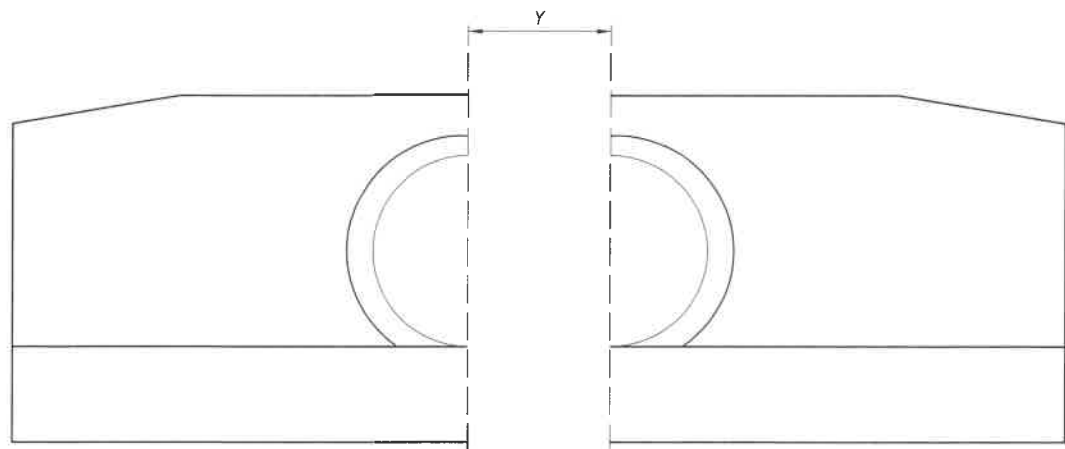
Pipe	Dia. D	Opening Area (SF)				Dimensions												Class II Concrete (CY)												Dia. D	
		Number Of Pipes				A	B	C	E	F	G	Y	X				Single	Double				Triple				Quadruple					
		1	2	3	4								0°	15°	30°	45°		0°	15°	30°	45°	0°	15°	30°	45°	0°	15°	30°	45°		
Concrete	15"	1.23	2.46	3.69	4.92	1'-11"	1'-2"	4'-0"	1'-10"	1'-2"	0'-6"	2'-7"	2'-7"	2'-8"	3'-0"	3'-8"	1.23	1.59	1.60	1.65	1.74	1.94	1.96	2.05	2.23	2.30	2.34	2.47	2.74	15"	
	18"	1.77	3.54	5.31	7.08	2'-2"	1'-3"	4'-6"	1'-11"	1'-3"	1'-0"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"	1.56	1.99	2.01	2.06	2.17	2.43	2.46	2.56	2.79	2.86	2.91	3.06	3.40	18"	
	21"	2.41	4.82	7.23	9.64	2'-5"	1'-4"	5'-0"	2'-0"	1'-4"	1'-6"	3'-2"	3'-2"	3'-3"	3'-8"	4'-6"	1.97														21"
	24"	3.14	6.28	9.42	12.56	2'-8"	1'-4"	5'-6"	2'-0"	1'-4"	2'-0"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"	2.24	2.82	2.84	2.91	3.06	3.39	3.43	3.57	3.87	3.97	4.03	4.24	4.69	24"	
	27"	3.98	7.96	11.94	15.92	2'-11"	1'-5"	6'-0"	2'-1"	1'-5"	2'-6"	3'-10"	3'-10"	4'-0"	4'-5"	5'-5"	2.73														27"
	30"	4.91	9.82	14.73	19.64	3'-2"	1'-6"	6'-6"	2'-2"	1'-6"	3'-0"	4'-3"	4'-3"	4'-5"	4'-11"	6'-0"	3.26	4.13	4.16	4.26	4.49	4.98	5.04	5.25	5.69	5.84	5.93	6.24	6.91	30"	
	36"	7.07	14.14	21.21	28.28	3'-8"	1'-8"	7'-6"	2'-4"	1'-8"	4'-0"	5'-1"	5'-1"	5'-3"	5'-10"	7'-2"	4.53	5.73	5.77	5.92	6.23	6.92	7.00	7.29	7.91	8.13	8.26	8.69	9.62	36"	
	42"	9.62	19.24	28.86	38.48	4'-2"	1'-10"	8'-6"	2'-6"	2'-0"	5'-0"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"	6.33	8.11	8.17	8.39	8.85	9.90	10.02	10.45	11.38	11.68	11.87	12.51	13.89	42"	
	48"	12.57	25.14	37.71	50.28	4'-8"	2'-1"	9'-6"	2'-9"	2'-0"	6'-0"	6'-9"	6'-9"	7'-0"	7'-10"	9'-7"	8.15	10.40	10.48	10.75	11.33	12.64	12.80	13.34	14.50	14.89	15.13	15.93	17.68	48"	
	54"	15.90	31.80	47.70	63.60	5'-2"	2'-6"	10'-6"	3'-2"	2'-3"	7'-0"	7'-8"	7'-8"	7'-11"	8'-10"	10'-10"	11.71	15.23	15.35	15.78	16.69	18.77	19.02	19.86	21.69	22.29	22.66	23.93	26.67	54"	
Corrugated Metal	15"	1.23	2.46	3.69	4.92	1'-11"	1'-2"	4'-0"	1'-10"	1'-2"	0'-6"	2'-7"	2'-7"	2'-8"	3'-0"	3'-8"	1.24	1.62	1.63	1.68	1.78	1.99	2.02	2.11	2.30	2.37	2.41	2.75	2.84	15"	
	18"	1.77	3.54	5.31	7.08	2'-2"	1'-3"	4'-6"	1'-11"	1'-3"	1'-0"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"	1.59	2.04	2.06	2.11	2.23	2.51	2.54	2.65	2.89	2.96	3.01	3.17	3.53	18"	
	21"	2.41	4.82	7.23	9.64	2'-5"	1'-4"	5'-0"	2'-0"	1'-4"	1'-6"	3'-2"	3'-2"	3'-3"	3'-8"	4'-6"															21"
	24"	3.14	6.28	9.42	12.56	2'-8"	1'-4"	5'-6"	2'-0"	1'-4"	2'-0"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"	2.29	2.91	2.93	3.01	3.17	3.52	3.56	3.71	4.03	4.14	4.20	4.43	4.91	24"	
	27"	3.98	7.96	11.94	15.92	2'-11"	1'-5"	6'-0"	2'-1"	1'-5"	2'-6"	3'-10"	3'-10"	4'-0"	4'-5"	5'-5"															27"
	30"	4.91	9.82	14.73	19.64	3'-2"	1'-6"	6'-6"	2'-2"	1'-6"	3'-0"	4'-3"	4'-3"	4'-5"	4'-11"	6'-0"	3.34	4.28	4.31	4.43	4.67	5.20	5.27	5.49	5.97	6.13	6.23	6.56	7.29	30"	
	36"	7.07	14.14	21.21	28.28	3'-8"	1'-8"	7'-6"	2'-4"	1'-8"	4'-0"	5'-1"	5'-1"	5'-3"	5'-10"	7'-2"	4.64	5.95	6.00	6.15	6.49	7.25	7.34	7.65	8.33	8.57	8.71	9.18	10.20	36"	
	42"	9.62	19.24	28.86	38.48	4'-2"	1'-10"	8'-6"	2'-6"	2'-0"	5'-0"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"	6.49	8.43	8.50	8.73	9.23	10.38	10.52	10.98	11.99	12.32	12.52	13.22	14.73	42"	
	48"	12.57	25.14	37.71	50.28	4'-8"	2'-1"	9'-6"	2'-9"	2'-0"	6'-0"	6'-9"	6'-9"	7'-0"	7'-10"	9'-7"	8.38	10.85	10.94	11.23	11.87	13.34	13.51	14.11	15.39	15.82	16.08	16.97	18.90	48"	
	54"	15.90	31.80	47.70	63.60	5'-2"	2'-6"	10'-6"	3'-2"	2'-3"	7'-0"	7'-8"	7'-8"	7'-11"	8'-10"	10'-10"	11.77	15.35	15.48	15.90	16.83	18.93	19.18	20.04	21.89	22.51	22.89	24.17	26.96	54"	

ELLIPTICAL CONCRETE AND CORRUGATED METAL PIPE ARCH

Pipe	Rise R	Span S	Opening Area (SF)				Dimensions												Class II Concrete (CY)												Rise R	Span S	Approx. Equiv. Round
			Number Of Pipes				A	B	C	E	F	G	Y	X				Single	Double				Triple				Quadruple						
			1	2	3	4								0°	15°	30°	45°		0°	15°	30°	45°	0°	15°	30°	45°	0°	15°	30°	45°			
Concrete	12"	18"	1.3	2.6	3.9	5.2	1'-8"	1'-2"	3'-9"	1'-10"	1'-2"	0'-3"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"	1.09	1.45	1.46	1.51	1.60	1.80	1.82	1.91	2.09	2.16	2.20	2.33	2.60	12"	18"	15"
	14"	23"	1.8	3.6	5.4	7.2	1'-10"	1'-3"	4'-2½"	1'-11"	1'-3"	8½"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"	1.36	1.82	1.84	1.89	2.01	2.29	2.32	2.43	2.68	2.75	2.80	2.97	3.33	14"	23"	18"
	19"	30"	3.3	6.6	9.9	13.2	2'-3"	1'-4"	5'-1½"	2'-0"	1'-4"	1'-7½"	4'-2"	4'-2"	4'-4"	4'-10"	5'-11"	1.89	2.55	2.57	2.65	2.82	3.22	3.27	3.43	3.77	3.88	3.95	4.19	4.70	19"	30"	24"
	24"	38"	5.1	10.2	15.3	20.4	2'-8"	1'-5"	6'-3"	2'-1"	1'-5"	2'-9"	5'-2"	5'-2"	5'-4"	6'-0"	7'-4"	2.64	3.55	3.58	3.69	3.93	4.48	4.54	4.77	5.24	5.39	5.49	5.82	6.53	24"	38"	30"
	29"	45"	7.4	14.8	22.2	29.6	3'-1"	1'-6"	7'-0"	2'-2"	1'-6"	3'-6"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"	3.32	4.48	4.52	4.66	4.96	5.64	5.72	6.00	6.60	6.80	6.92	7.34	8.24	29"	45"	36"
	34"	53"	10.2	20.4	30.6	40.8	3'-6"	1'-7"	7'-11½"	2'-3"	1'-7"	4'-5½"	7'-1"	7'-1"	7'-4"	8'-2"	10'-0"	4.24	5.76	5.81	6.00	6.39	7.29	7.40	7.76	8.55	8.81	8.97	9.52	10.70	34"	53"	42"
	38"	60"	12.9	25.8	38.7	51.6	3'-10"	1'-8"	8'-9"	2'-4"	1'-8"	5'-3"	7'-11"	7'-11"	8'-2"	9'-2"	11'-2"	5.22	7.16	7.23	7.46	7.96	9.10	9.24	9.70	10.71	11.05	11.25	11.95	13.46	38"	60"	48"
	43"	68"	16.6	33.2	49.8	66.4	4'-3"	1'-10"	9'-8½"	2'-6"	1'-10"	6'-2½"	8'-10"	8'-10"	9'-2"	10'-2"	12'-6"	6.63	9.01	9.09	9.38	10.00	11.39	11.56	12.13	13.36	13.77	14.02	14.88	16.73	43"	68"	54"
	48"	76"	20.5	41.0	61.5	82.0	4'-8"	2'-1"	10'-8"	2'-9"	2'-0"	7'-2"	9'-9"	9'-9"	10'-1"	11'-3"	13'-9"	8.66	11.74	11.85	12.22	13.02	14.82	15.04	15.77	17.37	17.91	18.23	19.34	21.74	48"	76"	60"
	53"	83"	24.8	49.6	74.4	99.2	5'-1"	2'-6"	11'-7"	3'-2"	2'-6"	8'-1"	10'-7"	10'-7"	10'-11"	12'-3"	15'-0"	12.50	16.98	16.98	17.67	18.83	21.47	21.78	22.86	25.18	25.97	26.44	28.06	31.55	53"	83"	66"
58"	91"	29.5	59.0	88.5	118.0	5'-6"	2'-10"	12'-6½"	3'-6"	2'-10"	9'-0½"	11'-4"	11'-4"	11'-9"	13'-1"	16'-0"	16.46	22.26	22.46	23.16	24.66	28.05	28.46	29.85	32.85	33.85	34.46	36.55	41.05	58"	91"	72"	
Corrugated Metal	13"	17"	1.1	2.2	3.3	4.4	1'-9"	1'-2"	3'-10"	1'-10"	1'-2"	0'-4"	2'-6"	2'-6"	2'-7"	3'-6"	1.16	1.47	1.48	1.52	1.60	1.78	1.80	1.88	2.04	2.09	2.12	2.23	2.48	13"	17"	15"	
	15"	21"	1.6	3.2	4.8	6.4	1'-11"	1'-2"	4'-3"	1'-10"	1'-2"	0'-9"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"	1.33	1.69	1.70	1.75	1.84	2.04	2.06	2.15	2.33	2.40	2.44	2.57	2.84	15"	21"	18"
	20"	28"	2.8	5.6	8.4	11.2	2'-4"	1'-3"	5'-2"	1'-11"	1'-3"	1'-8"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"	1.78	2.31	2.33	2.39	2.53	2.83	2.87	2.99	3.26	3.36	3.42	3.60	4.01	20"	28"	24"
	24"	35"	4.3	8.6	12.9	17.2	2'-8"	1'-4"	5'-11½"	2'-0"	1'-4"	2'-5½"	4'-0"	4'-0"	4'-2"	4'-7"	5'-8"	2.34	3.03	3.05	3.14	3.32	3.72	3.77	3.93	4.29	4.40	4.47	4.72	5.25	24"	35"	30"
	29"	42"	5.9	11.8	17.7	23.6	3'-1"	1'-5"	6'-10½"	2'-1"	1'-5"	3'-4½"	4'-9"	4'-9"	4'-11"	5'-6"	6'-9"	3.13	4.06	4.09	4.20	4.45	4.99	5.06	5.28	5.76	5.93	6.03	6.36	7.09	29"	42"	36"
	33"	49"	8.4	16.8	25.2	33.6	3'-5"	1'-6"	7'-8"	2'-2"	1'-6"	4'-2"	5'-6"	5'-6"	5'-8"	6'-4"	7'-9"	3.83	5.00	5.04	5.18	5.48	6.16	6.24	6.52	7.12	7.32	7.44	7.86	8.76	33"	49"	42"
	38"	57"	10.6	21.2	31.8	42.4	3'-10"	1'-7"																									

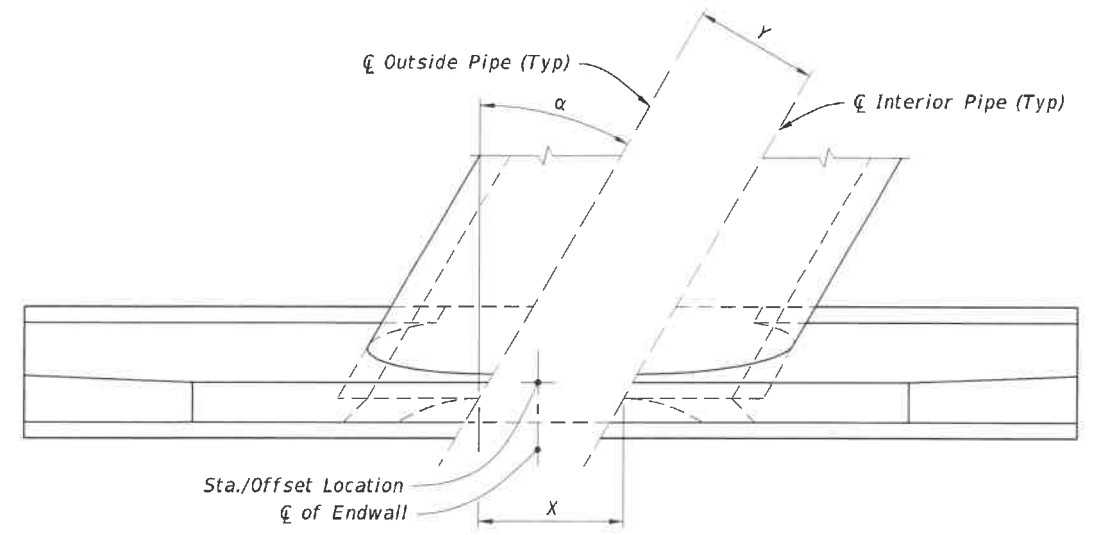


PLAN

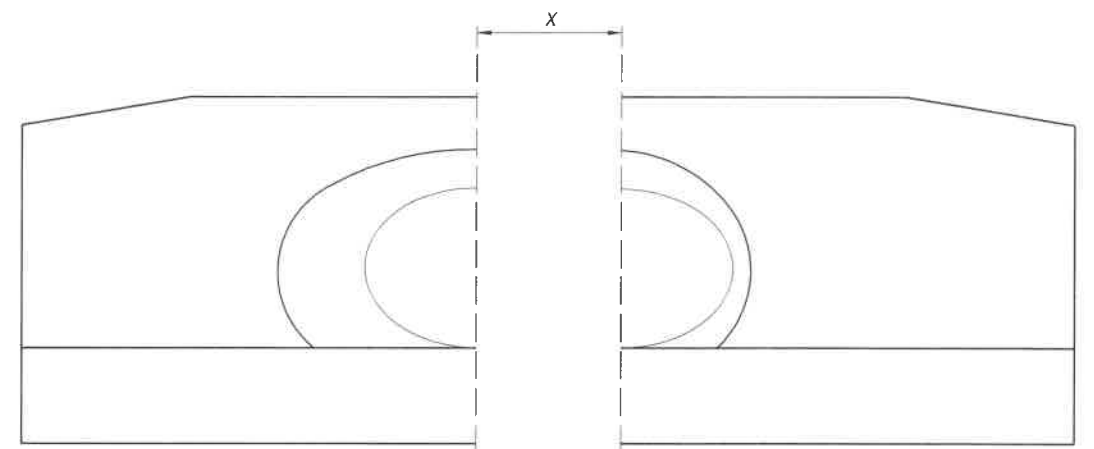


FRONT ELEVATION

NORMAL PIPE



PLAN



FRONT ELEVATION

SKEWED PIPE

(Multiple Pipe Shown, Single Pipe Similar)

LEGEND:

- α Pipe Skew Angle
- Y Center to Center between pipes
- X Center to Center along front of Headwall

SPACING FOR MULTIPLE PIPES

9/26/2025 1:02:07 PM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:		FY 2026-27 STANDARD PLANS	STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE	INDEX 430-030	SHEET 4 of 4
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City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	May 19, 2026	Item No	7.E.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Fleming Avenue Drainage Improvements Additional Work - Final		
Recommended Action	Staff recommends approval of additional work in the amount of \$14,593.36, bringing the final cost to \$2,308,653.06 for the Fleming Avenue Drainage Improvement project.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to request approval of the final additional work order for the Fleming Avenue Drainage Project, pertaining to the final tabulation of the qualities of what was actually needed to complete the project.

On March 19, 2024, the City Commission approved Res. No. 2024-49, which awarded a contract in the amount of \$2,118,529.70 to Built-Rite Construction of Central Florida, Inc. for construction of the Fleming Avenue Drainage Improvements project. On February 18, 2025, the City Commission approved Res, No. 2025-56, which authorized additional work in the amount of \$175,530 for the purpose of relocating 1,507 feet of force main that conflicted with new stormwater piping. This increased the total contract amount to \$2,294,059.70. On June 30, 2025, a second additional work order was executed, which increased contract time by 90 days and had no impact on the contract amount.

As is typical for large capital projects, unit price bids were solicited for this project. The project design engineer was responsible for estimating the necessary quantities of materials based on their design, and the contractor applied their unit cost to those estimated quantities to arrive at the total bid amount. During construction, the project design engineer and City staff provided strict oversight of the actual materials installed, and the contractor received payment specifically for those quantities. This resulted in adjustments to actual unit quantities installed versus bid quantities. Some additional work items were required to complete construction consistent with the intent of the project and construction plans, while some items included in the original plans

were determined not to be needed. The quantities of the added and deleted items were tabulated and resulted in an increased cost of \$14,593.36 to complete the project.

Financial Impact

The cost of the additional work is \$14,593.36, which is a 0.64% increase over the current contract amount of \$2,294,059.70. Funds are available in the Stormwater Fund - 107.

Citizen Impact

The additional work will have minimal impact on the citizens and will reduce the frequency of flooding in the area.

Attachments

1. 26-68 Fleming Ave CO 3 (P26-0055G)
2. Additional Work 3
3. Pay Application
4. Additional Work 2 (Time Only)
5. Additional Work 1 & Res 2025-56

RESOLUTION NO. 2026-68

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 TO THAT CONTRACT AWARDED TO BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC., REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, BY INCREASING THE CONTRACT PRICE BY \$14,593.36; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute Change Order No. 3, Final, to that Contract between the City and Built-Rite Construction of Central Florida, Inc. as authorized by Resolution No. 2024-49 for the purpose of accounting for adjustments in actual unit quantities installed versus bid quantities for the Fleming Avenue drainage improvements project. The said Change Order No 3, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by \$14,593.36 (from \$2,294,059.70 to \$2,308,653.06).

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

APPROVED AND AUTHENTICATED this 19th day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CHANGE ORDER
No. 3 - Final

PROJECT: Fleming Avenue Drainage Improvements

Date Issued: 05/19/2026

BID NUMBER: 2024-15

CITY OF ORMOND BEACH

22 South Beach Street
Ormond Beach, FL 32174

CONTRACTOR

Built-Rite Construction of Central FL, Inc.
402 North Center Street
Pierson, FL 32180

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

Increase the Contract Price from \$2,294,059.70 to \$2,308,653.06

Description: Change in contract price due to quantity over runs as follows: 1) original construction item quantity over runs; and 2) additional construction items.

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$2,118,529.70

Original Contract Time (**days**)
Substantial Completion: 180
Final Completion: 210

Previous Changes:
\$175,530.00

Previous Changes: 120

Contract Price prior to this Change:
\$2,294,059.70

Contract time prior to this Change:
Substantial Completion: 300
Final Completion: 330

Net **increase** of this Change:
\$14,593.36

Increase (days) of this Change: 0

Contract Price with all approved Changes:
\$2,308,653.06

Contract time with all approved Changes:
Substantial Completion: 300
Final Completion: 330

CITY OF ORMOND BEACH

RECOMMENDED:

APPROVED:

APPROVED:

By: _____
Shawn Finley, P.E.
City Engineer

By: _____
Jason Leslie, Mayor

By: _____
Built-Rite Construction of Central FL, Inc.

Attest: _____
Joyce A. Shanahan, City Manager

Title

Printed Name

REQUEST FOR PAYMENT

Owner:
 Project: FLEMING AVENUE DRAINAGE IMP
 Contract # 2024-15

Contractors Application for Payment No.14 Final with C/O
 Application Period: 4/10/2026 -4/28/2026
 Application Date: 4/28/2026
 Contractor: Built - Rite Construction of Central Fla Inc
 Contractor Project: 2179-24

Engineer: McKim & Creed Inc
 Engineers Project No:

Statement of Contract Amount:

Original Subcontract Amount	\$	2,118,529.70
Cumulative Amount of Change Orders See attached Sheet		
Through Change Order: 3		190,123.36
Total Subcontract Amount to Date	\$	2,308,653.06

Statement of Requisition:

Value of Work In Place (From Page 2)	\$	2,308,653.06
Value of Stored Materials (From Page 2)		
Total Earned to Date		2,308,653.06
Less: Retainage at: 0.00%		-
Subtotal		2,308,653.06
Less: Previous Payments		2,294,059.70
Total Amount Due this Requisition	\$	14,593.36

CONTRACTOR'S CERTIFICATION

Payment of: \$ 14,593.36

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Sandra C Large* Date: 4-28-26

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

CITY OF ORMOND BEACH
APPLICATION FOR CONSTRUCTION PAYMENT
WORK PROGRESS

AGREEMENT TITLE: Fleming Avenue Drainage Improvement
 CITY CONTRACT NO.: 2024-15
 CONTRACTOR: Built-Rite Construction of Central Florida, Inc.

PAYMENT NO.:14 Final C/O
 PERIOD ENDING: 4/28/26

FLEMING AVENUE DRAINAGE

A	B	C	D	E	F	G	H	I	J	K	L	N	O	P	Q
ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	SCHEDULED VALUE	WORK UNITS COMPLETED From Previous Application(s)	WORK VALUE COMPLETED Previous Application (E x G)	WORK UNITS COMPLETE D This	WORK VALUE COMPLETED This Application (E x I)	WORK UNITS Total Units Completed (G + I)	WORK VALUE Total Units Completed (E x K)	Total Completed and Stored To Date (L + M)	% (N/F)	Balance To Finish (F-N)	Retainage (5%)
GENERAL CONDITIONS															
1	Mobilization and Demobilization (Max 5% of Bid)	LS	1	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00		\$ -	1	\$ 100,000.00	\$ 100,000.00	100.00%	\$ -	\$ 5,000.00
2	Survey and Layout	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	\$ 25,000.00	100.00%	\$ -	\$ 1,250.00
3	Submit Certified "As-Built" Drawings	LS	1	\$ 25,000.00	\$ 25,000.00	0.736888	\$ 18,422.20		\$ -	0.736888	\$ 18,422.20	\$ 18,422.20	73.69%	\$ 6,577.80	\$ 921.11
4	Maintenance of Traffic	LS	1	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00		\$ -	1	\$ 80,000.00	\$ 80,000.00	100.00%	\$ -	\$ 4,000.00
5	Erosion and Sediment Control	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00		\$ -	1	\$ 20,000.00	\$ 20,000.00	100.00%	\$ -	\$ 1,000.00
GENERAL CONDITIONS SUBTOTAL =					\$ 250,000.00		\$ 243,422.20		\$ -		\$ 243,422.20	\$ 243,422.20	97.37%	\$ 6,577.80	\$ 12,171.11
PAVING & DRAINAGE															
6	Remove Existing Pipe														
a.	2-inch GSP Water Main	LF	535	\$ 10.00	\$ 5,350.00	0	\$ -		\$ -	0	\$ -	\$ -	0.00%	\$ 5,350.00	\$ -
b.	8-inch DIP	LF	35	\$ 12.00	\$ 420.00	235	\$ 2,820.00		\$ -	235	\$ 2,820.00	\$ 2,820.00	671.43%	\$ (2,400.00)	\$ 141.00
c.	15-inch CMP	LF	234	\$ 15.00	\$ 3,510.00	234	\$ 3,510.00		\$ -	234	\$ 3,510.00	\$ 3,510.00	100.00%	\$ -	\$ 175.50
d.	18-inch CMP	LF	77	\$ 15.00	\$ 1,155.00	77	\$ 1,155.00		\$ -	77	\$ 1,155.00	\$ 1,155.00	100.00%	\$ -	\$ 57.75
e.	24-inch RCP	LF	1235	\$ 15.00	\$ 18,525.00	1249	\$ 18,735.00		\$ -	1249	\$ 18,735.00	\$ 18,735.00	101.13%	\$ (210.00)	\$ 936.75
f.	14-inch x 23-inch RECP	LF	64	\$ 15.00	\$ 960.00	137	\$ 2,055.00		\$ -	137	\$ 2,055.00	\$ 2,055.00	214.06%	\$ (1,095.00)	\$ 102.75
g.	29-inch x 45-inch RECP	LF	124	\$ 15.00	\$ 1,860.00	124	\$ 1,860.00		\$ -	124	\$ 1,860.00	\$ 1,860.00	100.00%	\$ -	\$ 93.00
7	Concrete Removal														
a.	Remove Existing Concrete Sidewalk	SY	1322	\$ 10.00	\$ 13,220.00	1719	\$ 17,190.00		\$ -	1719	\$ 17,190.00	\$ 17,190.00	130.03%	\$ (3,970.00)	\$ 859.50
b.	Remove Existing Driveway	SY	360	\$ 10.00	\$ 3,600.00	250	\$ 2,500.00		\$ -	250	\$ 2,500.00	\$ 2,500.00	69.44%	\$ 1,100.00	\$ 125.00
c.	Remove Existing Curb & Gutter	LF	1716	\$ 8.00	\$ 13,728.00	2017	\$ 16,136.00		\$ -	2017	\$ 16,136.00	\$ 16,136.00	117.54%	\$ (2,408.00)	\$ 806.80
8	Furnish & Install Storm Drain Pipe														
	18-inch RCP	LF	107	\$ 166.00	\$ 17,762.00	107	\$ 17,762.00		\$ -	107	\$ 17,762.00	\$ 17,762.00	100.00%	\$ -	\$ 888.10
	14-inch x 23-inch	LF	64	\$ 194.00	\$ 12,416.00	165	\$ 32,010.00		\$ -	165	\$ 32,010.00	\$ 32,010.00	257.81%	\$ (19,594.00)	\$ 1,600.50
	24-inch RCP	LF	1656	\$ 158.00	\$ 261,648.00	1700	\$ 268,600.00		\$ -	1700	\$ 268,600.00	\$ 268,600.00	102.66%	\$ (6,952.00)	\$ 13,430.00
	30-inch RCP	LF	78	\$ 200.00	\$ 15,600.00	56	\$ 11,200.00		\$ -	56	\$ 11,200.00	\$ 11,200.00	71.79%	\$ 4,400.00	\$ 560.00
	36-inch RCP	LF	641	\$ 247.00	\$ 158,327.00	609	\$ 150,423.00		\$ -	609	\$ 150,423.00	\$ 150,423.00	95.01%	\$ 7,904.00	\$ 7,521.15
	24-inch x 38-inch RECP	LF	43	\$ 194.00	\$ 8,342.00	48	\$ 9,312.00		\$ -	48	\$ 9,312.00	\$ 9,312.00	111.63%	\$ (970.00)	\$ 465.60
	29-inch x 45-inch RECP	LF	481	\$ 225.00	\$ 108,225.00	485	\$ 109,125.00		\$ -	485	\$ 109,125.00	\$ 109,125.00	100.83%	\$ (900.00)	\$ 5,456.25
	48-inch RCP	LF	150	\$ 400.00	\$ 60,000.00	150	\$ 60,000.00		\$ -	150	\$ 60,000.00	\$ 60,000.00	100.00%	\$ -	\$ 3,000.00
	4-foot x 3-foot Box Culvert	LF	150	\$ 1,000.00	\$ 150,000.00	165	\$ 165,000.00		\$ -	165	\$ 165,000.00	\$ 165,000.00	110.00%	\$ (15,000.00)	\$ 8,250.00
9	Construct Headwalls for Box Culverts	LS	1	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00		\$ -	1	\$ 80,000.00	\$ 80,000.00	100.00%	\$ -	\$ 4,000.00
10	Construct Headwalls for (3) 48-inch RCP	LS	1	\$ 30,000.00	\$ 30,000.00	1.2	\$ 36,000.00		\$ -	1.2	\$ 36,000.00	\$ 36,000.00	120.00%	\$ (6,000.00)	\$ 1,800.00
11	Construct Box for In-Line Check Valve	LS	1	\$ 50,000.00	\$ 50,000.00	0.99	\$ 49,500.00		\$ -	0.99	\$ 49,500.00	\$ 49,500.00	99.00%	\$ 500.00	\$ 2,475.00

12	Remove Existing Storm Drain Structures																	
	a. Type "C"	EA	6	\$ 650.00	\$ 3,900.00	8	\$ 5,200.00	\$ -	8	\$ 5,200.00	\$ 5,200.00	133.33%	\$ (1,300.00)	\$ 260.00				
	b. 4-foot Diameter Manhole	EA	1	\$ 600.00	\$ 600.00	2	\$ 1,200.00	\$ -	2	\$ 1,200.00	\$ 1,200.00	200.00%	\$ (600.00)	\$ 60.00				
	c. Type "C" with Top Slab	EA	4	\$ 600.00	\$ 2,400.00	4	\$ 2,400.00	\$ -	4	\$ 2,400.00	\$ 2,400.00	100.00%	\$ -	\$ 120.00				
	d. Type "H"	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -	1	\$ 600.00	\$ 600.00	100.00%	\$ -	\$ 30.00				
13	Furnish & Install Catch Basin Inlets																	
	a. Type "C"	EA	9	\$ 4,500.00	\$ 40,500.00	9	\$ 40,500.00	\$ -	9	\$ 40,500.00	\$ 40,500.00	100.00%	\$ -	\$ 2,025.00				
	b. Type "E"	EA	6	\$ 6,700.00	\$ 40,200.00	6	\$ 40,200.00	\$ -	6	\$ 40,200.00	\$ 40,200.00	100.00%	\$ -	\$ 2,010.00				
14	Furnish & Install Manholes																	
	a. 4-foot Diameter Standard	EA	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00	\$ -	1	\$ 5,500.00	\$ 5,500.00	100.00%	\$ -	\$ 275.00				
	b. Additional Depth over 4-feet	VLF	1.80	\$ 300.00	\$ 540.00	1.8	\$ 540.00	\$ -	1.8	\$ 540.00	\$ 540.00	100.00%	\$ -	\$ 27.00				
	c. 4-foot Diameter Conflict Manhole	EA	1	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00	\$ -	1	\$ 8,500.00	\$ 8,500.00	100.00%	\$ -	\$ 425.00				
	d. Additional Depth over 4-feet	VLF	2.15	\$ 970.00	\$ 2,085.50	2.15	\$ 2,085.50	\$ -	2.15	\$ 2,085.50	\$ 2,085.50	100.00%	\$ -	\$ 104.28				
	e. 5-foot Diameter Conflict Manhole	EA	1	\$ 9,500.00	\$ 9,500.00	1	\$ 9,500.00	\$ -	1	\$ 9,500.00	\$ 9,500.00	100.00%	\$ -	\$ 475.00				
	f. Additional Depth over 4-feet	VLF	3.10	\$ 1,092.00	\$ 3,385.20	3	\$ 3,276.00	\$ -	3	\$ 3,276.00	\$ 3,276.00	96.77%	\$ 109.20	\$ 163.80				
	g. 8-foot Diameter "J" Bottom	EA	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	\$ -	1	\$ 25,000.00	\$ 25,000.00	100.00%	\$ -	\$ 1,250.00				
	h. Additional Depth over 4-feet	VLF	0.52	\$ 5,000.00	\$ 2,600.00	0.52	\$ 2,600.00	\$ -	0.52	\$ 2,600.00	\$ 2,600.00	100.00%	\$ -	\$ 130.00				
15	Connect Existing Pipe to New Structure																	
	a. 12-inch CMP to Type "C"	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	\$ 100.00				
	b. 12-inch x 18 inch RECP to Type "C"	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	\$ 100.00				
	c. 15-inch RCP to Type "C"	EA	1	\$ 2,000.00	\$ 2,000.00	2	\$ 4,000.00	\$ -	2	\$ 4,000.00	\$ 4,000.00	200.00%	\$ (2,000.00)	\$ 200.00				
	d. 15-inch RCP to Type "E"	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	\$ 100.00				
	e. 19-inch x 30 inch RECP to Type "E"	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	\$ 100.00				
	f. 24-inch RCP to Type "E"	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	\$ 100.00				
	g. 18-inch RCP to type E	EA	1	\$ 2,000.00	\$ 2,000.00	2	\$ 4,000.00	\$ -	2	\$ 4,000.00	\$ 4,000.00	200.00%	\$ (2,000.00)	\$ 200.00				
	h. 15-inch RCP to "J" Bottom Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	\$ 100.00				
	i. 60-inch RCP to "J" Bottom Manhole	EA	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ -	1	\$ 4,500.00	\$ 4,500.00	100.00%	\$ -	\$ 225.00				
16	Pavement Removal and Replacement																	
	a. Asphalt Patch	SY	2,800.00	\$ 90.00	\$ 252,000.00	2927	\$ 263,430.00	\$ -	2927	\$ 263,430.00	\$ 263,430.00	104.54%	\$ (11,430.00)	\$ 13,171.50				
17	Furnish & Install Thermoplastic, Standard, White, Solid, 12-inch	LF	440.00	\$ 8.00	\$ 3,520.00	450	\$ 3,600.00	\$ -	450	\$ 3,600.00	\$ 3,600.00	102.27%	\$ (80.00)	\$ 180.00				
18	Furnish & Install Thermoplastic, Standard, White, Solid, 24-inch	LF	340.00	\$ 13.00	\$ 4,420.00	270	\$ 3,510.00	\$ -	270	\$ 3,510.00	\$ 3,510.00	79.41%	\$ 910.00	\$ 175.50				
19	Furnish & Install Thermoplastic, Standard, Double Yellow, Solid, 6-inch	LF	1,500.00	\$ 2.50	\$ 3,750.00	1386	\$ 3,465.00	\$ -	1386	\$ 3,465.00	\$ 3,465.00	92.40%	\$ 285.00	\$ 173.25				
20	Furnish & Install Detectable Warning Mat	EA	14.00	\$ 380.00	\$ 5,320.00	14	\$ 5,320.00	\$ -	14	\$ 5,320.00	\$ 5,320.00	100.00%	\$ -	\$ 266.00				
21	Furnish & Install Curb & Gutter																	
	a. Miami-Type	LF	2,160.00	\$ 22.00	\$ 47,520.00	2420	\$ 53,240.00	\$ -	2420	\$ 53,240.00	\$ 53,240.00	112.04%	\$ (5,720.00)	\$ 2,662.00				
	b. Valley Gutter at Intersections	LF	165.00	\$ 38.00	\$ 6,270.00	200	\$ 7,600.00	\$ -	200	\$ 7,600.00	\$ 7,600.00	121.21%	\$ (1,330.00)	\$ 380.00				
22	Furnish & Install Concrete Driveways	SY	362.00	\$ 78.00	\$ 28,236.00	402	\$ 31,356.00	\$ -	402	\$ 31,356.00	\$ 31,356.00	111.05%	\$ (3,120.00)	\$ 1,567.80				
23	Furnish & Install Concrete Sidewalks	SY	1,380.00	\$ 65.00	\$ 89,700.00	1732	\$ 112,580.00	\$ -	1732	\$ 112,580.00	\$ 112,580.00	125.51%	\$ (22,880.00)	\$ 5,629.00				
24	Construct Canal Bypass at Laurel Oaks Circle and Oak Brook Drive	LS	1	\$ 79,000.00	\$ 79,000.00	1	\$ 79,000.00	\$ -	1	\$ 79,000.00	\$ 79,000.00	100.00%	\$ -	\$ 3,950.00				
AVING & DRAINAGE SUBTOTAL =					\$ 1,700,194.70		\$ 1,789,595.50	\$ -		\$ 1,789,595.50	\$ 1,789,595.50	105.26%	\$ (89,400.80)	\$ 89,479.78				
UTILITY WORK																		
25	Furnish & Install Pipe for Utility																	
	a. 8-inch PVC Water Main	LF	80	\$ 95.00	\$ 7,600.00	50	\$ 4,750.00	\$ -	50	\$ 4,750.00	\$ 4,750.00	62.50%	\$ 2,850.00	\$ 237.50				
	b. 6-inch PVC Water Main	LF	60	\$ 90.00	\$ 5,400.00	160	\$ 14,400.00	\$ -	160	\$ 14,400.00	\$ 14,400.00	266.67%	\$ (9,000.00)	\$ 720.00				
26	Furnish & Install Compact Ductile Iron Fittings for Utility Adjustment	TON	0.37	\$ 9,000.00	\$ 3,330.00	0.85	\$ 7,650.00	\$ -	0.85	\$ 7,650.00	\$ 7,650.00	229.73%	\$ (4,320.00)	\$ 382.50				
27	Allowance to Adjust Existing Service	EA	40	\$ 1,800.00	\$ 72,000.00	11	\$ 19,800.00	\$ -	11	\$ 19,800.00	\$ 19,800.00	27.50%	\$ 52,200.00	\$ 990.00				
28	Furnish & Install 2-inch PVC Casing	LF	270	\$ 22.00	\$ 5,940.00	260	\$ 5,720.00	\$ -	260	\$ 5,720.00	\$ 5,720.00	96.30%	\$ 220.00	\$ 286.00				
29	Furnish & Install 1-inch Water Service	LF	430	\$ 20.00	\$ 8,600.00	350	\$ 7,000.00	\$ -	350	\$ 7,000.00	\$ 7,000.00	81.40%	\$ 1,600.00	\$ 350.00				
30	Connect to Existing Water Meters	SY	9	\$ 1,200.00	\$ 10,800.00	7	\$ 8,400.00	\$ -	7	\$ 8,400.00	\$ 8,400.00	77.78%	\$ 2,400.00	\$ 420.00				
31	Remove & Relocate Existing Power Poles	EA	1	\$ 30,000.00	\$ 30,000.00		\$ -	\$ -	0	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -				
				\$ -	\$ -		\$ -	\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -				
				\$ -	\$ -		\$ -	\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -				

				\$ -		\$ -		\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
				\$ -		\$ -		\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
				\$ -		\$ -		\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
32	Hold/Support Existing Power Poles	EA	10	\$ 800.00	\$ 8,000.00		\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 8,000.00	\$ -
UTILITY WORK SUBTOTAL =				\$ 151,670.00	\$ 67,720.00		\$ -		\$ 67,720.00	\$ 67,720.00		44.65%	\$ 83,950.00	\$ 3,386.00
Additional Sewer Work c/O 1								0						
4" FM Laurel Oaks Circle To Harbour Lights				\$ -				0						
1	Furnish & Install 4" Rest Joint PVC FM	LF	80	\$ 82.00	\$ 6,560.00	80	\$ 6,560.00	\$ -	80	\$ 6,560.00	\$ 6,560.00	100.00%	\$ -	\$ 328.00
2	Furnish & Install 4" NON Rest Joint	LF	770	\$ 78.00	\$ 60,060.00	826	\$ 64,428.00	\$ -	826	\$ 64,428.00	\$ 64,428.00	107.27%	\$ (4,368.00)	\$ 3,221.40
3	Furnish Install Compact Fittings							\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
3A	4" 11/4 bend Sub for reducer from 6"	EA	1	\$ 550.00	\$ 550.00	1	\$ 550.00	\$ -	1	\$ 550.00	\$ 550.00	100.00%	\$ -	\$ 27.50
3B	4" 45 bend	EA	1	\$ 550.00	\$ 550.00	4	\$ 2,200.00	\$ -	4	\$ 2,200.00	\$ 2,200.00	400.00%	\$ (1,650.00)	\$ 110.00
3C	4" Cap Sub for reducer from 6"	EA	1	\$ 550.00	\$ 550.00	1	\$ 550.00	\$ -	1	\$ 550.00	\$ 550.00	100.00%	\$ -	\$ 27.50
4	connections 4"							\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
4A	4" wet Connection	EA	2	\$ 6,000.00	\$ 12,000.00	5	\$ 30,000.00	\$ -	5	\$ 30,000.00	\$ 30,000.00	250.00%	\$ (18,000.00)	\$ 1,500.00
5	Pressure Test	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ -	1	\$ 2,500.00	\$ 2,500.00	100.00%	\$ -	\$ 125.00
6	Remove Existing FM	LF	1275	\$ 8.00	\$ 10,200.00	1080	\$ 8,640.00	\$ -	1080	\$ 8,640.00	\$ 8,640.00	84.71%	\$ 1,560.00	\$ 432.00
7	Remove Existing 4" X 4" WYE & Replace 4" FM Harbour Lights To Center	EA	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	\$ -	1	\$ 25,000.00	\$ 25,000.00	100.00%	\$ -	\$ 1,250.00
8	4" Rest Joint PVC FM	LF	80	\$ 82.00	\$ 6,560.00	80	\$ 6,560.00	\$ -	80	\$ 6,560.00	\$ 6,560.00	100.00%	\$ -	\$ 328.00
9	4" Non Rest PVC FM	LF	152	\$ 78.00	\$ 11,856.00	80	\$ 6,240.00	\$ -	80	\$ 6,240.00	\$ 6,240.00	52.63%	\$ 5,616.00	\$ 312.00
10	Fittings							\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
10A	4" 45 Bends	EA	3	\$ 500.00	\$ 1,500.00	4	\$ 2,000.00	\$ -	4	\$ 2,000.00	\$ 2,000.00	133.33%	\$ (500.00)	\$ 100.00
11	Cut ins Connections to Existing							\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
11A	4" Wet Connection	EA	2	\$ 6,000.00	\$ 12,000.00	2	\$ 12,000.00	\$ -	2	\$ 12,000.00	\$ 12,000.00	100.00%	\$ -	\$ 600.00
12	Pressure Test	LS	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	\$ -	1	\$ 1,200.00	\$ 1,200.00	100.00%	\$ -	\$ 60.00
13	Remove existing FM	LF	232	\$ 8.00	\$ 1,856.00	232	\$ 1,856.00	\$ -	232	\$ 1,856.00	\$ 1,856.00	100.00%	\$ -	\$ 92.80
14	Concrete Sidewalk	SY	46	\$ 78.00	\$ 3,588.00	46	\$ 3,588.00	\$ -	46	\$ 3,588.00	\$ 3,588.00	100.00%	\$ -	\$ 179.40
15	5' Conflict MH	EA	2	\$ 8,500.00	\$ 17,000.00		\$ -	\$ -		\$ -	\$ -	0.00%	\$ 17,000.00	\$ -
16	Additional Depth over 4'	VLF	2	\$ 1,000.00	\$ 2,000.00		\$ -	\$ -		\$ -	\$ -	0.00%	\$ 2,000.00	\$ -
UTILITY WORK Total With Co =				\$ 175,530.00	\$ 173,872.00		\$ -		\$ 173,872.00	\$ 173,872.00		99.06%	\$ 1,658.00	\$ 8,693.60
				\$ 327,200.00	\$ 241,592.00		\$ -		\$ 241,592.00	\$ 241,592.00		73.84%	\$ 85,608.00	\$ 3,386.00
SITE RESTORATION														
33	Furnish & Install Sod													
	a. Bahia	SY	250	\$ 4.00	\$ 1,000.00	800	\$ 3,200.00	\$ -	800	\$ 3,200.00	\$ 3,200.00	320.00%	\$ (2,200.00)	\$ 160.00
	b. St. Augustine	LF	2410	\$ 6.50	\$ 15,665.00	2500	\$ 16,250.00	\$ -	2500	\$ 16,250.00	\$ 16,250.00	103.73%	\$ (585.00)	\$ 812.50
					\$ -			\$ -	0	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO 3	As-Builts, Hand Rail, Electrical Repair	LS	1	\$ 14,593.36	\$ 14,593.36	1	\$ 14,593.36	\$ -	1	\$ 14,593.36	\$ 14,593.36	100.00%	\$ -	\$ 729.67
								\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
SITE RESTORATION SUBTOTAL =				\$ 31,258.36	\$ 19,450.00		\$ 14,593.36		\$ 34,043.36	\$ 34,043.36		108.91%	\$ (2,785.00)	\$ 1,702.17
AL BASE BID (Item Nos. 1-33) =				\$ 2,308,653.06	\$ 2,294,059.70		\$ 14,593.36		\$ 2,308,653.06	\$ 2,308,653.06		100.00%	\$ -	\$ 115,432.65

ADDITIONAL WORK
No. 2

PROJECT: Fleming Avenue Drainage Improvements

Date Issued: 6/30/2025

BID NUMBER: 2024-15

CITY OF ORMOND BEACH

22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR

Built-Rite Construction of Central FL
402 North Center Street
Pierson, FL 32180

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

Description: In accordance with the Contract Documents, we are requesting a time extension to the Contract due to delays caused by the following:

1. Installation of the new force main and unexpected conflicts with existing utilities along the north side of Fleming Avenue from Laurel Oaks Circle to Center Street.
2. Plan revisions and additional work to accommodate existing utilities to replace the culverts under Laurel Oaks Circle and Oak Brook Drive.

CHANGE IN CONTRACT PRICE

Original Contract Price:
\$2,118,529.70

Previous Changes:
175,530.00

Contract Price prior to this Change:
\$2,294,059.70

Net increase of this Change:
\$0

Contract Price with all approved Changes:
\$2,294,059.70

CHANGE IN CONTRACT TIME

Original Contract Time (days)
Substantial Completion: 180
Final Completion: 210

Previous Changes: 30

Contract time prior to this Change:
Substantial Completion: 210
Final Completion: 240

Increase (days) of this Change: 90

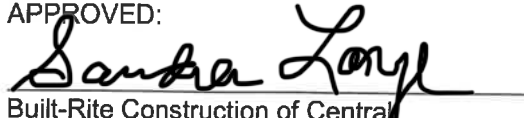
Contract time with all approved Changes:
Substantial Completion: 300
Final Completion: 330

CITY OF ORMOND BEACH

RECOMMENDED:

by: 
Alex Schumann, P.E.
City Engineer

APPROVED:


Built-Rite Construction of Central
Florida, Inc. President
Title
Sandra Large
Printed Name

RESOLUTION NO. 2025-56

A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT CONTRACT AWARDED TO BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC., REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, BY INCREASING THE CONTRACT PRICE BY \$175,530.00 AND THE CONTRACT TIME BY 30 DAYS; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute Additional Work No. 1 to that Contract between the City and Built-Rite Construction of Central Florida, Inc. as authorized by Resolution No. 2024-49 for the purpose of relocating 1,507 ft. of force main that is in conflict with new stormwater piping associated with the Fleming Avenue drainage improvements project. The said Additional Work No. 1, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by \$175,530.00 (from \$2,118,529.70 to \$2,294,059.70) and increases the Contract Time by 30 days.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.



JASON LESLIE
Mayor

ATTEST:



SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2025\02-18-25\25-56 Fleming Ave Cost Adj-BuiltRite (P25-0007G).doc





City of Ormond Beach AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-56
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Fleming Avenue Drainage Improvements Additional Work		
Summary:	<p>On March 19, 2024, the City Commission approved a contract with Built-Rite Construction of Central Florida, Inc. for construction of the Fleming Avenue Drainage Improvements project for \$2,118,529.70.</p> <p>As is typical for large capital projects, this project was solicited as a unit price bid. The project design engineer is responsible for estimating the quantities of materials based on their design; the contractor applies their unit cost to those quantities to arrive at the contract price submitted in the bid. This method requires measurement and strict oversight of material installed, whereby the contractor is paid specifically for actual quantities of material installed. It is common for unit price contracts to vary from the actual contract award amount at the end of a project due to adjustments for actual unit quantities installed, verses bid quantities.</p> <p>The Fleming Avenue drainage project requires the contractor to install stormwater pipe and structures on the north side of Fleming Avenue. The underground excavation for the pipe installation revealed an existing 4" sanitary sewer force main pipe in conflict with the new stormwater pipe. The location of this forcemain on the construction plans was based on as-built survey information from the original construction of the utility in the 1980's; while partially verified, a portion of this force main was found to be in a location that did not correlate to those as-built drawing and was in direct conflict with the proposed stormwater pipe being installed. After discussions with the project's engineer and the contractor, relocating the force main 4 feet to the north was determined to be the best solution to allow installation of the new stormwater pipe.</p> <p>The project engineer and City staff identified the work items needed to relocate the force main, and the contractor has submitted a proposal for the associated costs for the force main relocation of \$175,530, and an</p>		

	additional 30 days of contract time. Staff has reviewed the proposal and recommends approval and authorization to relocate the force main.						
Financial Impact:	The cost of the additional work is \$175,530, 8.29% increase over the original contract amount of \$2,118,529.70. Funds are available in the Stormwater Fund - 107.						
Citizen Impact:	The additional work will have minimal impact on the citizens and will reduce the flooding frequency in the area.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the additional work in the amount of \$175,530 to the Fleming Avenue Drainage Improvement project.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	<ol style="list-style-type: none"> 1. 25-56 Fleming Ave Cost Adj-BuiltRite (P25-0007G) 2. Fleming Av Drainage Impvmts Add Work 3. Fleming Av Drain Imp Additional Work Pricing 						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/27/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>2/6/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/12/2025</td> </tr> </table>	Kelly McGuire, Finance Director	1/27/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/6/2025	Joyce Shanahan, City Manager	2/12/2025
Kelly McGuire, Finance Director	1/27/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/6/2025						
Joyce Shanahan, City Manager	2/12/2025						

ADDITIONAL WORK

No. 1

PROJECT: Fleming Avenue Drainage Improvements

Date Issued: 2/18/2025

BID NUMBER: 2024-15

CITY OF ORMOND BEACH

22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR

Built-Rite Construction of Central FL
402 North Center Street
Pierson, FL 32180

ENGINEER

McKim & Creed
139 Executive Circle
Daytona Beach, FL 32114

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

Increase _____ the Contract Price from \$2,118,529.70 to \$2,294,059.70

Description: Additional work not included in the original scope to remove approximately 1,507 LF of force main uncovered and in conflict with the new stormwater piping, and add approximately 1,082 LF of new force main on the North side of Fleming Avenue.

CHANGE IN CONTRACT PRICE

Original Contract Price:
\$2,118,529.70

Previous Changes:
N/A

Contract Price prior to this Change:
\$2,118,529.70

Net **increase** of this Change:
\$175,530.00

Contract Price with all approved Changes:
\$2,294,059.70

CHANGE IN CONTRACT TIME

Original Contract Time (days)
Substantial Completion: 180
Final Completion: 210

Previous Changes: 0

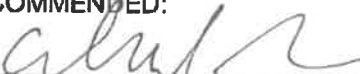
Contract time prior to this Change:
Substantial Completion: 180
Final Completion: 210

Increase (days) of this Change: 30

Contract time with all approved Changes:
Substantial Completion: 210
Final Completion: 240

CITY OF ORMOND BEACH

RECOMMENDED:


by: 
Alex Schumann, P.E.
City Engineer

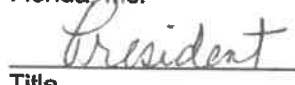
APPROVED:

by: 
Jason Leslie, Mayor

attest: 
Joyce A. Shanahan, City Manager

APPROVED:

by: 
Built-Rite Construction of Central, Inc.
Florida, Inc.


Title

Sandra C Large
Printed Name

ADDITIONAL SEWER WORK
FLEMING AVENUE STORMWATER IMPROVEMENTS
CITY OF ORMOND BEACH
4-Dec-24

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
REPLACE 4" FM (LAUREL OAKS CIR TO HARBOUR LIGHTS DR.)					
1	Furnish & Install 4" Rest. Joint. PVC FM	80	LF	\$ 82.00	\$ 6,560.00
2	Furnish & Install 4" Non- Rest. Joint. PVC FM	770	LF	\$ 78.00	\$ 60,060.00
3	Furnish & Install Compact D.I. Fittings				
3a	4" - 11-1/4° Bend	1	EA	\$ 550.00	\$ 550.00
3b	4" - 45° Bend	1	EA	\$ 550.00	\$ 550.00
3c	4" - Cap	1	EA	\$ 550.00	\$ 550.00
4	Cut-ins & Connections to Exist FM				
4a	4" Wet Connection	2	EA	\$ 6,000.00	\$ 12,000.00
5	Pressure Test FM	1	LS	\$ 2,500.00	\$ 2,500.00
6	Remove Existing 4" FM	1275	LF	\$ 8.00	\$ 10,200.00
7	Remove Exist. 4" x 4" Wye & Concrete	1	EA	\$ 25,000.00	\$ 25,000.00
SUBTOTAL =					\$ 117,970.00
REPLACE 4" FM (HARBOUR LIGHTS DR TO CENTER ST)					
8	Furnish & Install 4" Rest. Joint. PVC FM	80	LF	\$ 82.00	\$ 6,560.00
9	Furnish & Install 4" Non- Rest. Joint. PVC FM	152	LF	\$ 78.00	\$ 11,856.00
10	Furnish & Install Compact D.I. Fittings				
10a.	4" - 45° Bend	3	EA	\$ 500.00	\$ 1,500.00
11	Cut-ins & Connections to Exist FM				
11a	4" Wet Connection	2	EA	\$ 6,000.00	\$ 12,000.00
12	Pressure Test FM	1	LS	\$ 1,200.00	\$ 1,200.00
13	Remove Existing 4" FM	232	LF	\$ 8.00	\$ 1,856.00
14	Construct Concrete Sidewalk	46	SY	\$ 78.00	\$ 3,588.00
15	Fornish & Install 4' dia. Conflict Manhole*	2	EA	\$ 8,500.00	\$ 17,000.00
16	Additional Depth over 4 feet	2	VLF	\$ 1,000.00	\$ 2,000.00
SUBTOTAL = \$					57,560.00

TOTAL BASE BID (Item Nos. 1-13) = \$ 175,530.00

* Additional conflict MH based on exist separation of sewer & water utilities



Built-Rite Construction
of Central Florida, Inc.

*Specializing in all types of
underground utilities and structural concrete*

TO: David Martin
Engineering Department
City of Ormond Beach

DATE: 12/17/24

FROM: Richard Large, VP

RE: Fleming Avenue Additional Sewer Work

Additional work pricing for the above is \$175,530.00

Please see attachment for details.

Thank you,


Richard Large, Jr.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	May 19, 2026	Item No	7.F.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Request to Purchase - International HV Dump Truck		
Recommended Action	Staff recommends approval to purchase a 2026 International HV Dump truck to replace truck #272.		
Strategic Goal	Governance - Other		
Department Staff Contact	Public Works - Fleet Management Jarrell Christine, Fleet Operations Manager		

Summary

This request seeks approval to purchase a 2026 International HV severe-duty dump truck to be used by the Public Works Department, Streets Division. The vehicle is equipped with a 16-foot dump bed, tarp, pintle hitch, and trailer brakes. Engineered specifically for demanding municipal and heavy construction tasks, the vehicle features a galvanized steel cab, high-strength frame, and advanced programmable equipment integration to ensure long-term durability.

This vehicle will serve as a direct replacement for Truck #272, a 2004 Sterling 14-yard dump truck. Unit #272 has exceeded its useful economic life, incurs increasing maintenance costs, and is no longer efficient for daily operations. Upon delivery of the new asset, Truck #272 will be declared surplus inventory and sold at public auction.

In accordance with local purchasing policies, this procurement utilizes the Florida Sheriffs Association cooperative contract bid FSA25-VEH23, Spec #76. Purchasing through this competitively bid contract ensures compliance with state procurement guidelines and secures fleet pricing. The approved vendor is Cumberland International Trucks, located at 2110 S. Division Ave., Orlando, Florida.

Financial Impact

The fiscal impact of this purchase is \$168,107.60 and is included in Fiscal Year 2025-26 budget within Fund 302 - General Vehicle and Equipment Replacement. The price quoted reflects a \$4,000 discount off of Bid price as the bid price included a tariff no longer in effect.

Citizen Impact

This truck is a necessary piece of equipment required to allow the Streets Department to efficiently make repairs and maintain rights of way throughout the City. As the Streets Department works with multiple other departments, including Utilities as well as Parks & Recreation, this truck will benefit the majority of City maintenance activities requiring the transportation of large volumes of dry material.

Attachments

1. 26-69 Dump Truck for Streets (P26-0053G)
2. CC 100-26 International HV Dump Truck
3. Cumberland Quote
4. 272 Evaluation
5. Sheriff's Contract

RESOLUTION NO. 2026-69

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE (1) INTERNATIONAL HV SERIES HV607 DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 25-VEH23.0; DECLARING VEHICLE #272 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #272, a 2004 Sterling Dump Truck utilized by the City's Street Maintenance Division, which has been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2026 International HV Series HV607 6x4 Cab and Chassis Dump Truck in the amount of \$168,107.60, from Cumberland International Trucks, LLC, under the Florida Sheriffs Association Bid FSA25-VEH23.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one (1) 2026 International HV Series HV607 6x4 Cab and Chassis Dump Truck from Cumberland International Trucks, LLC, in the amount of \$168,107.60, and

WHEREAS, the City Manager has certified that funds for the purchase of the vehicle will be derived from the General Vehicle and Equipment Replacement Fund (302) in the

amount of \$168,107.60, and that said funds have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one (1) 2026 International HV Series HV607 6x4 Cab and Chassis Dump Truck from Cumberland International Trucks, LLC, in the amount of \$168,107.60, under the Florida Sheriffs Association Bid FSA25-VEH23.0, and to pay the costs therefore from the General Vehicle and Equipment Replacement Fund (302).

SECTION TWO. The City Commission hereby declares vehicle #272 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 19th day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
 CITY OF ORMOND BEACH
 Purchase Requisition Nbr: 2600634
 Vendor: CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA LLC
 Resolution No. 2026-__

Requisition By: Jarrell Reason: Purchase of One (1) 2026 International HV 615 Dump Truck
 Date: 5/19/2026

Purchase of Purchase of Purchase of One (1) 2026 International HV 615 Dump Truck replacing vehicle #272.
 Florida Sheriffs Contract FSA25-VEH23.0 Spec. #76
 Funding through Fund 302 – General Vehicle and Equipment Fund.

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

PAY ITEM	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	2026 HV 607	EA	1	\$131,500.00	\$131,500.00
2	HV with 350 hp L9 engine	EA	1	-\$16,125.00	-\$16,125.00
3	Frame rails 11.25x4.00x0.500	EA	1	\$1,540.00	\$1,540.00
4	20k front axel	EA	1	\$1,577.10	\$1,577.10
5	20k Front spring parabolic	EA	1	\$506.80	\$506.80
6	Trailer connections	EA	1	\$379.40	\$379.40
7	Vertical exhaust	EA	1	\$847.00	\$847.00
8	Body builder wiring	EA	1	\$228.90	\$228.90
9	Blue tooth radio	EA	1	\$338.10	\$338.10
10	Trailer Connection Socket	EA	1	\$307.30	\$307.30
11	Allison Auto Transmission	EA	1	\$1,374.80	\$1,374.80
12	46000 rear axle with driver controlled diff	EA	1	\$10,239.60	\$10,239.60
13	46000 rear suspension	EA	1	\$2,800.00	\$2,800.00
14	Power Windows	EA	1	\$256.90	\$256.90
15	Strobe lights	EA	1	\$1,575.00	\$1,575.00
16	Safty kit	EA	1	\$250.00	\$250.00
17	Rogers r series 16' Dump bed tarp	EA	1	\$34,511.70	\$34,511.70
19	Tariff deduct	EA	1	-\$4,000.00	-\$4,000.00
	*NOT ON FSA CONTRACT			Total	\$168,107.60

SIGNED BY (CITY):

SIGNED BY(VENDOR):

MAYOR

PRINCIPAL OF COMPANY

CITY MANAGER

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

4/22/2026



TRUCK / IDEALLEASE / BUS / FIRE / SPOTTER

CUMBERLAND-COMPANIES.COM

2017 AND 2018 DEALER OF THE YEAR

FLORIDA SHERIFF'S ASSOCIATION CONTRACT-BID FSA25-VEH23

Customer: City of Ormond Beach
Date of Quote: 2/24/2026

Specification:	76	Region:	Central	Quantity	Unit Cost	extended
Base Price:	2026 HV607			1	\$ 131,500.00	\$131,500.00
Contract Options:						
HV6073	HV with 350 hp L9 engine			1	\$ (16,125.00)	\$ (16,125.00)
01CGE	Frame rails 11.25x4.00x0.500			1	\$ 1,540.00	\$ 1,540.00
02ARY	20k front axle			1	\$ 1,577.10	\$ 1,577.10
03AGA	20k Front spring parabolic			1	\$ 506.80	\$ 506.80
4619	Trailer connections			1	\$ 379.40	\$ 379.40
7BLW	Vertical exhaust			1	\$ 847.00	\$ 847.00
8HAA	Body builder wiring			1	\$ 228.90	\$ 228.90
8RPS	Blue tooth radio			1	\$ 338.10	\$ 338.10
8TMG	Trailer connetion socket			1	\$ 307.30	\$ 307.30
13BCS	Allison Auto transmission			1	\$ 1,374.80	\$ 1,374.80
14HRE	46000 rear axle with Driver controlled diff locks			1	\$ 10,239.60	\$ 10,239.60
14UHK	46000 rear suspension			1	\$ 2,800.00	\$ 2,800.00
16WJU	Power windows			1	\$ 256.90	\$ 256.90
Strobes	Strobe lights			1	\$ 1,575.00	\$ 1,575.00
Safty	Safty kit			1	\$ 250.00	\$ 250.00
ROG-R16	Rogers R series 16' Dump bed tarp, pintle and trailer brakes			1	\$ 34,511.70	\$ 34,511.70
NON Contract Options						\$ -
						\$ -
						\$ -
Total:					\$ 172,107.60	\$ 172,107.60
Stock unit	Tariff Deduct for Old tariff			1	\$ (4,000.00)	\$ (4,000.00)
						\$ -

Total Purchase Order Amount:

\$ 168,107.60

Cab Color:	WHITE
Body Color:	Black

**included in base price

Prepared By:

Erick Creasey

Cumberland International Trucks LLC 2110 S Division AVE Orlando FL 32805
 CELL- 615.767.8681 / fax - 407.295.9727 / email - ecreasey@cltte.com

Vehicle and Equipment Repair/Replacement Evaluation

Vehicle: 272	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: Streets 3003	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	21	2004 Sterling 14 Yard Dump Truck
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	6	58,645 M 6,760 Hrs
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Vehicle is showing exterior wear as well as deteriorating interior.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	4	Used regularly by the Streets department.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	5	Truck recently sent to local heavy truck repair vendor and found to need extensive engine repair or possibly replacement. Although engine does not have high miles, it has 6,760 hours, which is the equivalent to 185,900 miles.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$66,980.00 total \$79,597.51 LTD M&R 119% of Purchase Price
Have warranties expired?	Y	<input type="checkbox"/> Check if general overall condition can defer vehicle
Total Points	46	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

FSA Cooperative Purchasing Program



SA25-VEH23.0: Heavy Trucks and Buses Contract Packet



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

NOTICE OF FINAL AWARD CONTRACT FSA25-VEH23.0: Heavy Trucks

Date: October 1, 2025

To: All Prospective Bidders and Purchasers

From: Matt Dunagan, Executive Director
Sarraah Glassner, Deputy Executive Director of Administration
Megan Taber, Cooperative Purchasing Program Director

Re: Contract Number FSA25-VEH23.0 Heavy Trucks: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Heavy Trucks. This contract is in effect beginning October 1, 2025, through September 30, 2027.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA25-VEH23.0 : Heavy Trucks. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis
- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor
- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

The competitive process for this award began in March of 2025, when FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding heavy truck and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on March 28, 2025, and within the Florida Administrative Register on March 28, 2025, and May 1, 2025.

From the ITB, 40 bidders completed the pre-bid process. Of these respondents, 34 submitted bids. 28 responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

- All Roads Kenworth, LLC.
- Altec Industries, Inc.
- Bachrodt FT, LLC. Dba Palmetto Ford of Miami
- Beck Chrysler Dodge Jeep

- Bozard Ford
- Broyhill Equipment, LLC.
- Container Systems & Equipment Co., Inc.
- Cumberland International Trucks of Florida
- DeLand Truck Center, Inc.
- Duval Ford, LLC.
- Florida Kenworth, LLC.
- Florida Transportation Systems, Inc.
- Kenworth of Jacksonville
- Matthews Bus Alliance, inc.
- Model 1 Commercial Vehicles, Inc.
- Nextran Truck Centers
- Orlando Freightliner
- Ottawa Trucks Center, Inc.
- RDK Assets, Inc.
- Rechten International Trucks
- Ring Power Corporation
- Rush Truck Centers of Florida, Inc.
- SBL Freightliner, LLC.
- Sun State International Trucks
- Tampa Truck Center
- Terradyne Armored Vehicles, Inc.
- The Peterbilt Store South Florida, LLC.
- Truckmax, Inc.

The final award page document for all awarded bid items is attached.

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 76, International, HV, 615

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$132,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	✓ \$131,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$130,728.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$131,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$130,950.00	Build	Options

Florida Sheriffs Association Cooperative Purchasing Program Options Template

Bidder: Cumberland International Trucks of Florida LLC

make & model: International HV615 Truck

Item number: #76

Manufacturer Order Code	Price	Description	Factory Installed or Vendor Installed?	Discount % (factory-installed)	Markup % (vendor-installed)
HV6071	-\$18,500.00	CREDIT - HV 607 with Cummins L9 300 HP engine	Factory installed	30%	
HV6072	-\$16,875.00	CREDIT - HV 607 with Cummins L9 330 HP engine	Factory installed	30%	
HV6073	-\$16,125.00	CREDIT - HV 607 with Cummins L9 350 HP engine	Factory installed	30%	
HV6074	-\$13,260.00	CREDIT - HV 607 with Cummins L9 370 HP engine	Factory installed	30%	
0001CAG	\$235.90	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10 250" x 3 610" x 0 375" (260.4mm x 91.7mm x 9.5mm)	Factory installed	30%	
0001CAJ	\$465.50	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm)	Factory installed	30%	
0001CAW	\$1,051.40	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12 250" x 3 380" x 0.375" (304.8mm x 85.6mm x 9.5mm)	Factory installed	30%	
0001CGE	\$1,540.00	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm)	Factory installed	30%	
0001GBP	\$1,624.00	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0 312	Factory installed	30%	
0001GTA	\$123.20	REINFORCEMENT, PINTLE HOOK Ahead of Rear Crossmember for Pintle Hook	Factory installed	30%	
0001LZD	\$328.30	BUMPER, FRONT Swept Back, Aluminum, Stainless Steel Clad, Heavy Duty	Factory installed	30%	
0001MDP	\$253.40	BUMPER, FRONT Contoured, Stainless Steel, Polished	Factory installed	30%	
001WMA	\$300.30	CROSSMEMBER, INTERMEDIATE (1) 5-Piece in lieu of Each Single Dogbone with 4x2 & 4x4 Chassis, Each Double Dogbone with 6x4, 6x6 & 8x6 Tridem Chassis	Factory installed	30%	
0001SAL	\$81.20	CROSSMEMBER, REAR, AF (1)	Factory installed	30%	
0001SAM	\$158.90	CROSSMEMBER, REAR, AF (2)	Factory installed	30%	
0001UAM	\$486.50	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	Factory installed	30%	
0001UAN	\$556.50	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille, with Outer "C" Channel Reinforcement	Factory installed	30%	
01VBS	\$312.20	TOW PIN, FRONT (2)	Factory installed	30%	
0001WDR	\$281.40	FRAME EXTENSION, FRONT Bolt On Type, 20" In Front of Grille, without Crossmember	Factory installed	30%	
0001WDS	\$413.00	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	Factory installed	30%	
0001WDT	\$483.00	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer "C" Channel Reinforcement	Factory installed	30%	
0001WDU	\$108.50	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	Factory installed	30%	
0001WHL	\$786.80	WHEELBASE RANGE 148" (495cm) Through and Including 264" (670cm)	Factory installed	30%	
0001WRB	\$137.20	TOW HOOK, FRONT (2) Outside Rail, Frame Mounted, Includes Spacers to Clear Bumper Access Holes	Factory installed	30%	
1570	\$103.60	TOW HOOK, FRONT (2) Frame Mounted	Factory installed	30%	
1580	\$285.60	TOW LOOP, REAR Heavy Duty	Factory installed	30%	

1572	\$52.50	TOW HOOK, REAR (2)	Factory installed	30%	
1586	\$432.60	TOW LOOP, FRONT	Factory installed	30%	
0002ARU	\$1,348.90	AXLE, FRONT NON-DRIVING (Meritor MFS-16-143A) Wide Track, I-Beam Type, 16,000-lb Capacity	Factory installed	30%	
0002ARV	\$490.00	AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb Capacity	Factory installed	30%	
0002ARY	\$1,577.10	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	Factory installed	30%	
0002ARZ	\$1,480.50	AXLE, FRONT NON-DRIVING (Meritor MFS-18-133A) Wide Track, I-Beam Type, 18,000-lb Capacity	Factory installed	30%	
0002ATB	\$1,688.40	AXLE, FRONT NON-DRIVING (Meritor MFS-22-133A) Wide Track, I-Beam Type, 22,000-lb Capacity	Factory installed	30%	
0003ADD	\$232.40	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	Factory installed	30%	
0003ADE	\$198.10	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	Factory installed	30%	
0003ADG	\$315.00	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	Factory installed	30%	
0003AGA	\$506.80	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	Factory installed	30%	
0003AHL	\$660.80	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 22,000-lb Capacity, Steel Springs 20K Capacity	Factory installed	30%	
3708	\$185.50	SHOCK ABSORBERS, FRONT	Factory installed	30%	
0004AZS	\$1,346.80	AIR BRAKE ABS (Bendix ABS with Electronic Stability 4-Channel; 4 Sensor/4 Modulator) Automatic Traction Control	Factory installed	30%	
0004AZY	\$1,825.60	AIR BRAKE ABS (Bendix ABS) with Electronic Stability (6-Channel, 6 Sensor/6 Modulator) Automatic Traction Control	Factory installed	30%	
0004EBT	\$368.20	AIR DRYER (Bendix AD-IP) with Heater	Factory installed	30%	
0004EVP	\$317.80	BRAKE CHAMBERS, REAR AXLE (MGM MJS3024ET) 30/24 Piston Spring Brake	Factory installed	30%	
0004EXT	\$100.80	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 36/36 Spring Brake	Factory installed	30%	
4619	\$379.40	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	Factory installed	30%	
04WVL	\$224.70	(Bendix DV-2) (3) Automatic, with Heater, for Air Tanks	Factory installed	30%	
0005CBE	\$165.20	STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped	Factory installed	30%	
05PSD	\$812.70	(2) {TRW THP60/RCH45} Dual Power	Factory installed	30%	
05PSE	\$846.30	(2) {TRW THP60/RCH60} Dual Power	Factory installed	30%	
5708	\$87.50	Tilting	Factory installed	30%	
5710	\$324.10	Tilting and Telescoping	Factory installed	30%	
0006DGX	\$506.10	DRIVELINE SYSTEM (Dana Spicer) Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	Factory installed	30%	
07SDZ	\$832.00	{International} for S13 Engines, with Selector Switch and On/Off Switch	Factory installed	30%	
00078MB	\$882.00	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Right Side Under Cab, Single Vertical Tail Pipe	Factory installed	30%	
0007BLW	\$847.00	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	Factory installed	30%	
0008GHK	\$609.70	ALTERNATOR (Delco Remy 40SI) Brushless, 12 Volt 240 Amp Capacity, Pad Mount, with Remote Voltage Sensor	Factory installed	30%	
0008GHU	\$177.10	ALTERNATOR (Delco Remy 28SI) Brush Type, 12 Volt 200 Amp Capacity, Pad Mount, with Remote Voltage Sensor	Factory installed	30%	
0008GWY	\$802.20	ALTERNATOR (Leece-Neville 14931PAH) Brush Type, 12 Volt 320 Amp Capacity, Pad Mount	Factory installed	30%	

0008HAA	\$228.90	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits,	Factory installed	30%	
0008HAG	\$254.10	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn	Factory installed	30%	
0008HAH	\$254.10	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn	Factory installed	30%	
0008HXT	\$289.10	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	Factory installed	30%	
0008MJU	\$125.30	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	Factory installed	30%	
0008MSH	\$221.90	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud	Factory installed	30%	
08XR8	\$173.60	BATTERY DISCONNECT SWITCH for Cab Power Disconnect, Disconnects Power Distribution Module (PDM) and Body Builder Through Solenoid, Does Not Disconnect Charging Circuits, In-Cab Mounted Switch	Factory installed	30%	
0008RPS	\$338.10	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	Factory installed	30%	
0008RPT	\$257.60	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	Factory installed	30%	
08TRM	\$2,783.20	(Bendix Fusion 3.0) Adaptive Cruise Control, Stop & Drvr Go, Automatic Emergency Braking (AEB), with Pedestrian Collision Warning & Braking, Speed Sign Recognition with Overspeed Alert, Roadway Departure	Factory installed	30%	
0008TKU	\$338.10	STOP, TURN, TAIL & B/U LIGHTS (Truck Lite) Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, w	Factory installed	30%	
0008TMG	\$307.30	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop	Factory installed	30%	
0008TPB	\$938.00	DATA RECORDER Less Display	Factory installed	30%	
08TPA	\$1,239.00	DATA RECORDER, Includes Display Mounted in Overhead Console	Factory installed	30%	
0008TPS	\$175.00	STOP, TURN, TAIL & B/U LIGHTS (Weldon) LED Multi-Function Lamp, Mounted Inside Rails,	Factory installed	30%	
0008VTR	\$397.60	BATTERY BOX Aluminum, with Plastic Cover, 2-4 Battery Capacity, Left Side, 35" Back of Cab	Factory installed	30%	
0008VUM	\$287.00	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	Factory installed	30%	
0008WBW	\$117.60	JUMP START STUD Remote Mounted	Factory installed	30%	
0008WDG	\$147.70	BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA	Factory installed	30%	
0008WEL	\$147.00	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Left Side 26" Back of Cab	Factory installed	30%	
0008WPZ	\$29.40	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	Factory installed	30%	
0008XJH	\$192.50	FOG LIGHTS (2) Clear Lens, LED, Rectangular, with White Light Source	Factory installed	30%	
8899	\$149.80	JUMP START STUD (2) Remote Mounted	Factory installed	30%	
0009ANG	\$310.80	HOOD, HATCH (01) for Servicing	Factory installed	30%	
0009WAC	\$91.70	BUG SCREEN Mounted Behind Grille	Factory installed	30%	
0009WBT	\$140.70	Grill Ember Screen	Factory installed	30%	
10771	\$490.00	PAINT CLASS Single Custom Color	Factory installed	30%	
012BGR	-\$177.80	{International S13} EPA 2024, 370HP @ 1800 RPM, 1250 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 370 Peak HP (Max)	Factory installed	30%	
012BGU	\$401.10	{International S13} EPA 2024, 430HP @ 1800 RPM, 1550 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 430 Peak HP (Max)	Factory installed	30%	
012BGV	\$512.80	{International S13} EPA 2024, 450HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 450 Peak HP (Max)	Factory installed	30%	
012BGW	\$1,122.10	{International S13} EPA 2024, 475HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 475 Peak HP (Max)	Factory installed	30%	
012BGX	\$1,939.00	{International S13} EPA 2024, 515HP @ 1800 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 515 Peak HP (Max)	Factory installed	30%	

012WPZ	\$2,475.20	Stainless Steel, for N13/A26/S13 Engines	Factory installed	30%
12850	\$179.90	S13 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted	Factory installed	30%
0013BDY	\$12,646.90	TRANSMISSION, AUTOMATIC (Allison 4000 RDS) 5th Generation Controls, Close Ratio, 6-Speed	Factory installed	30%
0013BEK	\$14,879.90	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed	Factory installed	30%
0013BCS	\$1,374.80	TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5th Generation Controls, Close Ratio, 6-Speed	Factory installed	30%
013HAG	\$226.80	{International T14 1550 lb-ft OD} 14-Speed Fully Automated Manual, Overdrive Optimized, Aluminum Clutch Housing, Pneumatic Shift Control, Electronic Clutch Actuation, Internal Lube Oil Pump, Hill Start	Factory installed	30%
013HAH	\$898.10	{International T14 1750 lb-ft OD} 14-Speed Fully Automated Manual, Overdrive Optimized, Aluminum Clutch Housing, Pneumatic Shift Control, Electronic Clutch Actuation, Internal Lube Oil Pump, Hill Start	Factory installed	30%
013HAJ	\$1,136.80	{International T14 1850 lb-ft OD} 14-Speed Fully Automated Manual, Overdrive Optimized, Aluminum Clutch Housing, Pneumatic Shift Control, Electronic Clutch Actuation, Internal Lube Oil Pump, Hill Start	Factory installed	30%
13WMD	\$33.60	Maintains Vehicle Speed While Descending Hill, Includes DN/OFF Switch and Speed Control Switch	Factory installed	30%
013WME	\$33.60	Maintains Low Speed Throttle Control to Reduce Harsh Driveline Engagement/Disengagement, Enables Slow & Steady Trailer Hook up, Docking & Tight Space Driving, Includes Switch, for T14 Transmission	Factory installed	30%
013WMW	\$33.60	Allows the Vehicle to Shift From Neutral to Drive Without Requiring the Brake Pedal to be Pressed, for T14 Transmission	Factory installed	30%
013XAA	\$81.20	For Customer Provided PTO, Includes Switch, Electric/Air Solenoid, Piping and Wiring	Factory installed	30%
013HAT	\$82.60	Lo and Hi, Includes Switch on Dash, for T14 Transmission	Factory installed	30%
013HAL	\$1,531.60	Single Drive, Air Shift, Includes PTO Switch on Dash, for T14 Transmission	Factory installed	30%
013HAM	\$2,721.60	Dual Drive, Air Shift, Includes PTO Switches on Dash, for T14 Transmission	Factory installed	30%
13BCT	\$4,880.00	TRANSMISSION, AUTOMATIC (ALLISON 3000RDS) 5th Generation controls, close ratio, 6-speed (only available HV607/L9 cummins engine)	Factory installed	30%
13BDZ	\$21,168.00	TRANSMISSION, AUTOMATIC (Allison 4000 RDS) 5th Generation Controls, Close Ratio, 6-Speed (only available HV607/L9 cummins engine)	Factory installed	30%
13BEL	\$22,935.00	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed (only available HV607/L9 cummins engine)	Factory installed	30%
0013WAW	\$628.60	OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil Type	Factory installed	30%
0013WCT	\$2,377.90	OIL COOLER, AUTO TRANSMISSION (Champ) Remote Mounted	Factory installed	30%
0013WDM	\$6,827.80	HYDRAULIC RETARDER For Allison 4000 Series Transmission	Factory installed	30%
13607	\$10,866.80	TRANSMISSION, AUXILIARY {Fuller AT-1202} 2-Speed with Air Shift Controls	Factory installed	30%
0014GRD	\$8,467.90	AXLE, REAR, TANDEM (Meritor RT-46-160) Single Reduction, 46,000-lb Capacity, 200 Wheel Ends	Factory installed	30%
0014GTW	\$15,720.60	AXLE, REAR, TANDEM (Meritor RT-52-185P) 52,000-lb Capacity, Driver Controlled Diff locks in Rear-Rear Axle	Factory installed	30%
0014GVN	\$6,259.40	AXLE, REAR, TANDEM (Meritor MT-40-14X-4DCR), 40,000-lb Capacity, Driver Controlled Diff locks Forward & Rear	Factory installed	30%
0014HRE	\$10,239.60	AXLE, REAR, TANDEM (Meritor RT-46-164P) 46,000-lb Capacity, Driver Controlled Diff locks in Forward & Rear Axle	Factory installed	30%
0014UHK	\$2,800.00	SUSPENSION, REAR, TANDEM (Hendrickson RT-463) Walking Beam, 46,000-lb Capacity, 54" Axle Spacing	Factory installed	30%
0014ULT	\$3,541.30	SUSPENSION, REAR, AIR, TANDEM (Hendrickson HAS-460-55) 46,000-lb Capacity, 55" Axle Spacing	Factory installed	30%
0014ULU	\$3,456.60	SUSPENSION, REAR, AIR, TANDEM (Hendrickson HAS-402-55) 40,000-lb Capacity, 55" Axle Spacing	Factory installed	30%
0014UMV	\$3,386.60	SUSPENSION, REAR, TANDEM (Hendrickson HMX-400-54) Walking Beam, 40,000-lb Capacity, 54"	Factory installed	30%
0014UMX	\$4,201.40	SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 450) Walking Beam, 46,000-lb Capacity, 54"	Factory installed	30%
0014UNT	\$1,773.10	SUSPENSION, REAR, AIR, TANDEM (International) Ride Optimized Suspension (ROS) Heavy Duty, 40,000-lb Capacity	Factory installed	30%

0014UNX	\$5,016.90	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing	Factory installed	30%
0014UZB	\$5,395.60	SUSPENSION, REAR, TANDEM {Chalmers 854-46H-HS} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing	Factory installed	30%
0014UZR	\$4,985.40	SUSPENSION, REAR, TANDEM {Chalmers 854-40L-HS} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing	Factory installed	30%
0014WBS	\$650.30	TRANSVERSE TORQUE RODS with Hendrickson Suspensions	Factory installed	30%
0014WBV	\$614.60	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	Factory installed	30%
14WBU	\$567.70	(4) for Chalmers Suspension Only, Mounted from Frame to Beam	Factory installed	30%
0014WLM	\$8,786.40	AXLE, PUSHER, LIFT TYPE {Watson & Chalin AL-2200} 20,000-lb Capacity, One Non-Steer Axle	Factory installed	30%
014WNH	\$8,872.50	{Watson & Chalin 5L11905SR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle	Factory installed	30%
015DYJ	\$588.00	(2) Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L); Total Capacity 140 US Gal (530L), with Dual Supply and Return Lines, Less Equalizer Line, Mounted Left and Right Side, Back of Cab	Factory installed	30%
015LRS	\$305.90	{Davco 388} with ESOC Fittings, Includes Water-In-Fuel Sensor	Factory installed	30%
015LPY	\$392.00	{Davco 388} 12 VDC Electric Heater, with ESOC Fittings, Includes Water-In-Fuel Sensor	Factory installed	30%
0015JR	\$242.20	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab	Factory installed	30%
0016CAB	\$5,866.70	CAB Conventional, Extended	Factory installed	30%
0016GEG	\$341.60	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis,	Factory installed	30%
0016HCK	\$353.50	SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab	Factory installed	30%
0016JAJ	\$1,209.60	SEAT, PASSENGER {H.O. Bostrom Tanker 450} for SCBA with SecureAll Locking System, Non-Suspension, High Back, Vinyl, EMERGENCY ONLY	Factory installed	30%
16KCA	\$152.60	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back	Factory installed	30%
0016KAY	\$739.90	SEAT, REAR {National} BENCH; Full Width; Cloth, with Fixed Mid Back	Factory installed	30%
0016PJW	\$394.10	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage	Factory installed	30%
16KDB	\$355.60	{National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust	Factory installed	30%
0016SDC	\$165.20	GRAB HANDLE (2) Chrome Towel Bar Type with Anti-Slip Rubber Inserts, for Cab Entry, Mounted Left and Right,	Factory installed	30%
0016SMV	\$686.00	SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Mid Back	Factory installed	30%
0016SNR	\$466.90	MIRRORS (2) C-Loop, Power Adjust, Heated, , Bright Heads , 7.5" x 14" Includes 7.5" x 7" Convex Mirrors	Factory installed	30%
0016SNV	\$490.70	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, 6.5" x 14" Includes 6.5" x 6" Convex Mirrors	Factory installed	30%
0016VKM	\$524.30	CAB INTERIOR TRIM Diamond, for Crew Cab	Factory installed	30%
0016VVU	\$235.90	MONITOR, TIRE PRESSURE {SmarTire} System gives Warning that Tire Pressure is below Set Pressure,	Factory installed	30%
0016WJU	\$256.90	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	Factory installed	30%
0016WJV	\$349.30	WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Down Feature	Factory installed	30%
0016WSL	\$149.10	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.	Factory installed	30%
0016XWE	\$649.60	SUNSHADE, EXTERIOR Bright Finish; Includes Integral Clearance/Marker Lights	Factory installed	30%
16196	\$8,563.80	CAB Conventional 6-Man Crew Cab	Factory installed	30%
0027DBA	\$739.20	Accuride 29374} DISC, 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted,	Factory installed	30%

27DYH	\$185.50	[Accuride 50300] DISC; 22.5x9 00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285 75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	Factory installed	30%	
027DHK	\$752.50	DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	Factory installed	30%	
0027DUP	\$96.60	WHEELS, FRONT (Accuride 50409) DISC; 24 5x8 25 Rims, Powder Coat Steel, 2-Hand Hole, 1	Factory installed	30%	
27DWR	\$392.70	[Accuride 43644] DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	Factory installed	30%	
28DYH	\$391.30	[Accuride 50300] DUAL DISC; 22 5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285 75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	Factory installed	30%	
0028DPR	\$335.30	WHEELS, REAR (Accuride 28827) DUAL DISC, 24.5x8.25 Rims, Powder Coat Steel, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with 472" Thick Increased Capacity Disc and with Steel Hubs	Factory installed	30%	
28DWR	\$803.60	[Accuride 43644] DUAL DISC; 22 5x8 25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	Factory installed	30%	
0029AAA	\$154.70	WHEEL BRAND, FRONT (Alcoa) Aluminum Disc Front Wheels	Factory installed	30%	
0029ACD	\$16.80	TIRE VALVE CAP Flo-Thru Design	Factory installed	30%	
0029ADX	\$147.70	HUB BRAND, FRONT (ConMet) Steel Front Hubs, with Pre-Adjusted Bearings In Lieu of Standard Source Steel Hubs	Factory installed	30%	
29007	\$588.00	TIRE, SPARE Equal to Model Standard	Factory installed	30%	
29597	\$53.20	WHEEL SEALS, REAR (Stemco Voyager) Oil Lubricated Wheel Bearings	Factory installed	30%	
29598	\$41.30	WHEEL SEALS, FRONT (Stemco Voyager) Oil Lubricated Wheel Bearings ILO Standard Oil Seals	Factory installed	30%	
7792545437	\$225.40	315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	Factory installed	30%	
7372135425	-\$102.20	11R22 5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	Factory installed	30%	
0060ADL	\$553.00	Mounted Inside Cab Behind Driver Seat, Up to 12 Inputs (6 Analog & 6 Tri-State) and 17 Outputs (6 High Current, Max 20 amp per Channel, 6 Low Current, 2 PWM, (2) 5A, (1) 5VR), Max 100 amp Total, Includ	Factory installed	30%	
Rescue	\$6,995.00	Ambulance matrix	Dealer	0%	
MARKET ADJ	\$0.00	Body and accessories market adjustments due to material surcharges	Dealer	0%	
SAFETY	\$250.00	Tnangles and 5 pound Fire Ext	Dealer	0%	
MUDFLAPS	\$100.00	Mudflaps	Dealer	0%	
TEMP TAG	\$75.00	Temp Tag	Dealer	0%	
TRANSFERTAG	\$150.00	Transfer Tag	Dealer	0%	
NEWTAG	\$300.00	New Tag	Dealer	0%	
KT824	\$505	24X18X18 steel tool box	Vendor Installed		4%
KT836	\$594	36X18X18 steel tool box	Vendor Installed		4%
KT848	\$711	48X18X18 steel tool box	Vendor Installed		4%
13.2LIFT-S	\$13,770	13 2K Steerable Lift Axle includes In Cab Controls, wheels and tires	Vendor Installed		2%
20KLIFT-R	\$12,750	20K Ridgid Lift Axle includes In Cab Controls, wheels and tires	Vendor Installed		2%
ROLL-OFF60K	\$72,245	GalFab Roll-Off Hoist System inc Elec Tarp, Steel Fenders, In Cab & Outside Controls, Tool Box, 60K Cap or equal	Vendor Installed		1%
T-DP5000	\$139,269	Heil Rear Loader Tandem Axle DP5000 (25 yd)	Vendor Installed		1%
STROBE	\$1,575	4 Corner LED Strobe Lights includes switch	Vendor Installed		5%
BUC	\$2,020	Dealer installed Rear view Back Up Camera w/ 3.5" color monitor	Vendor Installed		1%



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	May 19, 2026	Item No	7.G.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Fire Station 93 Mold Remediation		
Recommended Action	This item is to inform the City Commission of the emergency remediation repairs required at Fire Station 93.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is to inform the City Commission of the remediation efforts conducted at Fire Station 93 following the discovery of elevated mold levels. Multiple air-quality tests identified heightened mold counts throughout the facility. Further assessment determined past roof leaks and windstorm events had caused water intrusion in multiple areas.

The remediation work was organized in segments to ensure Fire Station 93 remained accessible and operational. During the project, additional remediation areas were identified and repaired beyond the initial scope of work. All necessary improvements have been completed with satisfactory testing results to ensure the facility is safe and fully functional.

Financial Impact

The total cost was \$100,405.84 funded from Fund 317 - Facilities Renewal and Replacement.

Citizen Impact

The swift and efficient remediation of Fire Station 93 ensures critical services continue to be provided to residents and visitors without disruption.

Attachments

1. Firestation93
2. Final

PAUL DAVIS

Paul Davis Restoration, Inc. of Volusia County
2395 Bellevue Av.
Daytona Beach, FL 32114 CBC1251303 MRSR124

BILL TO
Ref:

Invoice

6602

Tax ID: 06-1652489

DATE	INVOICE NUMBER	TERMS	
2/19/2026	6602	Due Upon Receipt	
Claim Number	REFERENCE	INVOICE DATE	DUE DATE
DESCRIPTION			AMOUNT
Mold Remediation			14,550.73
Original Repairs			55,073.50
Additonal Repairs-Not including A/C			30,781.61
Payment 9/23/25			(14,550.73)
Payment 9/23/25 (window deposit)			(15,000.00)
Payment 12/15/25			(15,000.00)
Payment 02/04/26			(25,073.50)
Balance Due			30,781.61

Billed To: Ref:

Please make your check payable to Paul Davis Restoration and enclose this portion with your payment.

Thank You!

Due Date:

Invoice #:

Claim #:

Reference #:

Invoice Total:

Paul Davis Restoration, Inc. Of Volusia
2395 Bellevue Av.
Daytona Beach, FL 32114 CBC1251303 MRSR124

Enclosed:

PAUL DAVIS

Paul Davis Restoration, Inc. of Volusia County
2395 Bellevue Av.
Daytona Beach, FL 32114 CBC1251303 MRSR124

BILL TO City of Ormond Beach
Ref: Fire Station 93

Invoice
6809
Tax ID: 06-1652489

DATE	INVOICE NUMBER	TERMS	
4/10/2026	6809	Due Upon Receipt	
Claim Number	REFERENCE	INVOICE DATE	DUE DATE
DESCRIPTION			AMOUNT
Job Paid In Full			0.00
Balance Due			0.00

Billed To: Ref:

Please make your check payable to Paul Davis Restoration and enclose this portion with your payment.

Thank You!

Due Date:

Invoice #:

Claim #:

Reference #:

Invoice Total:

Paul Davis Restoration, Inc. Of Volusia
2395 Bellevue Av.
Daytona Beach, FL 32114 CBC1251303 MRSR124

Enclosed:



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	May 19, 2026	Item No	7.H.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	City Manager's Monthly Report, May 2026		
Recommended Action	This report is for informational purposes. Additional information provided upon request.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Joyce Shanahan, City Manager		

Summary

The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)

Financial Impact

None

Citizen Impact

None

Attachments

1. Financial Status Report - March 2026
2. Capital Improvements Projects, Status Report - April 2026
3. Economic Development Report - April 2026
4. Development Activity Report - April 2026
5. Building Permit Activity - April 2026
6. Residential Development Report - April 2026



Monthly Financial Status Report

March 2026

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of this report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional details by fund type is provided in subsequent tables.

Revenues at or above 50% benchmark is favorable, while expenses at or below the 50% benchmark is also favorable.

**The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision
(Ridge Haven).**

**Financial Status Report:
March 2026**

Budget Summary

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	52,356,211	31,202,601	60%	25,107,418	48%
104 - Community Redevelopment	1,999,836	1,583,252	79%	410,266	21%
106 - Ormond Crossing	399,640	299,406	75%	19,531	5%
107 - Stormwater	5,613,386	1,591,040	28%	1,929,721	34%
108 - Airport	1,318,198	220,403	17%	640,725	49%
109 - Local Law Enforcement Trust Fund	-	23,940	0%	-	0%
113 - Pension Contribution Pass Through	1,300,000	-	0%	-	0%
115 - Recreation Facility Fee	46,970	19,123	41%	30,958	66%
205 - Financing Debt Service	675,000	337,500	50%	283,357	42%
220 - Debt Service GOB 2010	358,068	316,177	88%	28,161	8%
301 - General Capital Improvement	3,051,339	972,961	32%	984,246	32%
302 - General Equipment & Vehicle	840,000	383,395	46%	183,235	22%
305 - Public Safety Vehicle & Equip	1,028,051	916,327	89%	1,105,364	108%
308 - Transportation	3,306,010	921,313	28%	1,157,333	35%
310 - Recreation Impact Fee	1,100,000	353,448	32%	-	0%
316 - Local Roads Impact Fee	275,000	84,242	31%	-	0%
317 - Facilities Renewal & Replacement	1,665,797	1,092,781	66%	646,495	39%
318 - Stormwater Impact Fee	15,000	4,756	32%	-	0%
319- Police Impact Fees	-	34,629	0%	-	0%
320- Fire Impact Fees	-	41,971	0%	-	0%
322 - Leisure Services Capital Fund	1,700,000	534,162	31%	34,731	2%
401 - Water/Wastewater Operating Fund	28,748,938	11,508,195	40%	13,725,669	48%
408 - Water/Wastewater E&V Fund	830,000	387,781	47%	524,802	63%
409 - Water/Wastewater Capital	6,830,768	2,425,403	36%	1,449,068	21%
414 - Water/Wastewater Consolidated Deb	3,824,000	1,912,002	50%	831,179	22%
433 - Reuse Impact Fee Fund	-	12,465	0%	-	0%
434 - Water Impact Fee	751,000	393,671	52%	1,371,076	183%
435 - Wastewater Impact Fee	850,000	812,927	96%	73,148	9%
446 - 2024 W&S Bond Projects	-	82,174	0%	1,176,662	0%
447 - 2026 W&S Bond Projects Fund	5,680,000	-	0%	362	0%
460 - Solid Waste	14,960,267	7,050,222	47%	7,355,102	49%
502 - Workers Compensation	747,500	422,109	56%	527,765	71%
504 - General Liability	2,142,400	1,745,988	81%	1,312,832	61%
Total	\$ 142,413,379	\$ 67,685,553	48%	\$ 60,909,206	43%

General Fund Revenues

Ad valorem Taxes – Annual revenue is estimated at \$21 million and is based on the taxable value (\$5.49 billion) and the operating millage (4.096). Year to date we have received \$18.45 million.

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date \$2.3 million has been received of the \$5.2 million budgeted.

Communication Taxes – \$1.9 million are budgeted for Communication Service Taxes in this fiscal year. Of that, \$625,000 has been received as of March.

Business Tax – Business tax collections amounted to \$36,397. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. Franchise fee agreements require electric and natural gas providers to remit 6% of gross sales to the City. Payments often occur several months after they are collected by providers. Collections through March 2026 have amounted to \$2.4 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through March, the City received a total of \$2.56 million in this category.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The City received \$457,354 in this category through March.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$38,147 as of March.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$964,011.

Transfers In – Transfers have been recorded in the amount of \$3.33 million through March.

**Financial Status Report:
March 2026**

General Fund Revenues - March 2026

	Final <u>Budget</u>	YTD <u>FY 2025-26</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2024-25</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Property Tax	\$ 20,883,814	\$ 18,447,874	\$ 2,435,940	88.3%	\$ 16,055,734	\$ 2,392,140	14.90%
Utility Taxes	5,215,000	2,330,881	2,884,119	44.7%	2,203,344	127,537	5.79%
Communication Tax	1,900,000	624,783	1,275,217	32.9%	626,826	(2,042)	-0.33%
Business Tax	283,500	36,397	247,103	12.8%	72,441	(36,045)	-49.76%
Licenses, Permits & Fees	5,487,862	2,407,685	3,080,177	43.9%	1,668,647	739,037	44.29%
Intergovernmental	5,162,000	2,562,967	2,599,034	49.7%	1,913,284	649,683	33.96%
Charges for Services	883,138	457,354	425,784	51.8%	479,540	(22,186)	-4.63%
Fines & Forfeitures	73,000	38,147	34,853	52.3%	20,449	17,698	86.54%
Miscellaneous Revenues	4,465,407	964,011	3,501,396	21.6%	1,654,982	(690,971)	-41.75%
Transfers In	6,665,011	3,332,502	3,332,509	50.0%	3,426,474	(93,972)	-2.74%
Use of Fund Balance	1,337,479	-	1,337,479	0.0%	-	-	0.00%
	\$ 52,356,211	\$ 31,202,600	\$ 21,153,611	59.6%	\$ 28,121,721	\$ 3,080,879	11.0%

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$33.76 million of the General Fund gross budget. Expenditures through March were \$16.6 million.

Operating Expenditures - This category includes \$16 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through March, \$7.38 million has been spent.

Grants and Aids - This category includes contributions made to not-for-profit organizations which were budgeted at \$127,928. \$48,224 has been expended to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2.23 million with \$1.1 million made through March.

**Financial Status Report:
March 2026**

General Fund Expenditures - March 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
City Commission	\$ 474,127	\$ 178,310	\$ 295,817	37.6%	\$ 197,302	\$ (18,993)	-9.63%
City Administration	1,310,599	636,343	674,256	48.6%	564,808	71,535	12.67%
Support Services	539,600	223,057	316,543	41.3%	231,165	(8,108)	-3.51%
City Attorney	1,458,131	967,544	490,587	66.4%	618,011	349,533	56.56%
Legislation & Policy	3,782,457	2,005,254	1,777,203	53.0%	1,611,286	393,968	24.45%
Finance	1,135,901	549,281	586,620	48.4%	508,466	40,815	8.03%
Information Technology	2,606,989	1,285,597	1,321,392	49.3%	1,477,937	(192,341)	-13.01%
Human Resources	731,880	327,513	404,367	44.7%	292,542	34,971	11.95%
Planning	922,966	515,204	407,762	55.8%	392,750	122,453	31.18%
Building Inspections	1,700,721	892,756	807,965	52.5%	687,374	205,382	29.88%
Police Administration	1,288,336	581,026	707,310	45.1%	636,616	(55,590)	-8.73%
Police Operations	8,809,844	4,539,918	4,269,926	51.5%	4,076,184	463,735	11.38%
Community Outreach	698,042	341,630	356,412	48.9%	260,105	81,524	31.34%
Criminal Investigations	1,855,567	897,603	957,964	48.4%	823,682	73,921	8.97%
Community Services	635,960	276,415	359,545	43.5%	233,124	43,291	18.57%
Records	216,238	105,697	110,541	48.9%	95,942	9,755	10.17%
Neighborhood Impr.	811,859	298,929	512,930	36.8%	247,222	51,707	20.92%
Police	14,315,846	7,041,218	7,274,628	49.2%	6,372,876	668,343	10.49%
Fire	8,099,114	4,045,827	4,053,287	50.0%	3,851,464	194,362	5.05%
Streets	2,883,795	1,094,635	1,789,160	38.0%	1,179,652	(85,016)	-7.21%
Engineering	1,457,708	640,539	817,169	43.9%	621,726	18,813	3.03%
Fleet	2,296,000	1,003,479	1,292,521	43.7%	975,907	27,571	2.83%
Public Works	6,637,503	2,738,653	3,898,850	41.3%	2,777,285	(38,632)	-1.39%
Economic Development	448,226	237,181	211,045	52.9%	209,213	27,968	13.37%
Building Maintenance	1,086,670	531,360	555,310	48.9%	528,351	3,009	0.57%
Administration	940,733	399,416	541,317	42.5%	425,811	(26,395)	-6.20%
Nova Recreation	480,510	233,955	246,555	48.7%	243,698	(9,743)	-4.00%
S. Ormond Neigh. Center	441,128	195,405	245,723	44.3%	143,204	52,201	36.45%
Athletic Fields Mnt.	1,856,450	838,834	1,017,616	45.2%	772,581	66,253	8.58%
Parks	3,010,718	1,345,382	1,665,336	44.7%	1,299,244	46,138	3.55%
Environmental Learning	307,215	153,880	153,335	50.1%	101,154	52,726	52.12%
The Casements	445,125	232,934	212,191	52.3%	208,473	24,460	11.73%
Performing Arts Center	465,043	236,164	228,879	50.8%	202,276	33,888	16.75%
Senior Center	97,933	43,302	54,631	44.2%	60,972	(17,670)	-28.98%
Community Events	319,076	93,839	225,237	29.4%	144,082	(50,243)	-34.87%
Leisure Services	9,450,601	4,304,471	5,146,130	45.5%	4,129,847	174,624	4.23%
Grants & Aid*	91,528	48,224	43,305	52.7%	48,224	-	0.00%
Transfers	2,232,479	1,116,240	1,116,239	50.0%	1,039,902	76,338	7.34%
Contingency	200,000	-	200,000	0.0%	-	-	0.00%
	\$ 52,356,211	\$ 25,107,418	\$ 27,248,793	48.0%	\$ 23,399,166	\$ 1,708,252	7.30%

**Financial Status Report:
March 2026**

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$2 million, including \$834,000 in transfers into this fund. \$1.58 million has been received as of March.

Expenditures – A total of \$410,266 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - March 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	1,135,798	1,128,609	7,189	99.4%	1,232,025	(103,416)	-8.4%
Miscellaneous	30,000	37,625	(7,625)	125.4%	50,531	(12,905)	-25.5%
Transfers In	834,038	417,018	417,020	50.0%	350,196	66,822	19.1%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	\$ 1,999,836	\$ 1,583,252	\$ 416,584	79.2%	\$ 1,632,752	\$ (49,500)	-3.03%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Planning	\$ 71,050	\$ 50,175	\$ 20,875	70.6%	\$ 375	\$ 49,800	13280.0%
Public Works	68,500	276,842	(208,342)	404.1%	331,906	(55,063)	-16.6%
Engineering	39,388	-	39,388	0.0%	-	-	0.0%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	774,928	83,248	691,680	10.7%	580,180	(496,932)	-85.7%
Contingency	845,970	-	845,970	0.0%	-	-	0.0%
	\$ 1,999,836	\$ 410,266	\$ 1,589,570	20.5%	\$ 912,461	\$ (502,195)	-55.04%

**Financial Status Report:
March 2026**

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$3.3 million with \$1.59 million received through March 2026.

Expenditures – The total budget for stormwater expenses is \$5.6 million with \$1.93 million spent to date.

Stormwater Fund Revenues - March 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	3,301,750	1,516,818	1,784,932	45.9%	1,167,134	349,684	29.96%
Miscellaneous	125,000	69,248	55,752	55.4%	69,241	6	0.01%
Intergovernmental	769,020	4,975	-	0.0%	-	4,975	0.00%
Use of Fund Balance	1,417,616	-	1,417,616	0.0%	-	-	0.00%
	\$ 5,613,386	\$ 1,591,040	\$ 3,258,301	28.3%	\$ 1,236,375	\$ 354,665	28.69%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Maintenance	5,102,243	1,765,975	3,336,268	34.6%	2,302,522	(536,547)	-23.30%
Engineering Support	\$ 183,654	-	\$ 183,654	0.0%	-	\$ -	0.00%
Transfers Out	327,489	163,746	163,743	50.0%	140,238	23,508	16.76%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 5,613,386	\$ 1,929,721	\$ 3,683,665	34.4%	\$ 2,442,760	\$ (513,039)	-21.00%

**Financial Status Report:
March 2026**

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$27 million with \$11 million collected year to date. The revenue also includes \$530,000 budgeted for transfers, of which \$265,218 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$26.8 million, with \$13.7 million expended to date.

Water/Wastewater Fund Revenues - March 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Water/Sewer Charges	\$ 27,325,000	\$ 11,252,336	\$ 16,072,664	41.2%	\$ 10,474,425	\$ 777,911	7.43%
Miscellaneous	51,000	(9,360)	60,360	-18.4%	16,847	(26,206)	-155.56%
Transfers In	530,427	265,218	265,209	50.0%	225,498	39,720	17.61%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	842,511	-	842,511	0.0%	-	-	-
\$ 28,748,938	\$ 11,508,195	\$ 17,240,743	40.0%	\$ 10,716,770	\$ 791,425	7.38%	

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Utility Billing	\$ 1,831,300	\$ 958,418	\$ 872,882	52.3%	\$ 826,581	\$ 131,837	15.95%
Water Production	5,402,295	2,394,636	3,007,659	44.3%	2,349,254	45,382	1.93%
Water Distribution	1,875,744	916,512	959,232	48.9%	862,923	53,589	6.21%
Wastewater Treatment	4,786,102	2,017,867	2,768,235	42.2%	1,954,550	63,317	3.24%
Wastewater Collection	1,787,071	881,994	905,077	49.4%	819,408	62,586	7.64%
W&S Engineering	-	23,028	(23,028)	-	23,579	(551)	0.00%
Transfers Out	13,066,426	6,533,214	6,533,212	50.0%	5,817,210	716,004	12.31%
Contingency	-	-	-	0.0%	-	-	0.00%
\$ 28,748,938	\$ 13,725,669	\$ 15,023,269	47.7%	\$ 12,653,506	\$ 1,072,163	8.47%	

**Financial Status Report:
March 2026**

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$7 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$14.96 million. \$7.36 million has been expended as of March. Year to year variance due to increase in Waste Management service fee increases.

Solid Waste Fund Revenues - March 2026

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Franchise Fees	\$ 2,626,000	\$ 1,275,032	\$ 1,350,968	48.6%	\$ 894,929	\$ 380,103	42.47%
User Fees	12,295,000	5,759,015	\$ 6,535,985	46.8%	5,428,754	330,261	6.08%
Miscellaneous	1,000	16,175	\$ (15,175)	1617.5%	16,166	9	0.05%
Intergovernmental	-	-	\$ -	0.0%	-	-	0.00%
Use of Fund Balance	38,267	-	\$ 38,267	0.0%	-	-	0.00%
	\$ 14,960,267	\$ 7,050,222	\$ 7,910,045	47.1%	\$ 6,339,849	\$ 710,373	11.20%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2025-26	Remaining Budget	% of Budget	YTD FY 2024-25	\$ FY Variance	% FY Variance
Collection & Disposal	\$ 11,414,726	\$ 5,594,758	\$ 5,819,968	49.0%	\$ 4,866,990	\$ 727,768	14.95%
Recycling	1,606,800	790,972	815,828	49.2%	686,819	104,153	15.16%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,938,741	969,372	969,369	50.0%	860,436	108,936	12.66%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 14,960,267	\$ 7,355,102	\$ 7,605,165	49.2%	\$ 6,414,246	\$ 940,857	14.67%

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Use of Fund Balance	569,967		
	Internal Service Charges-Engineering	2,500		
	Use of fund balance-Building Inspections	395,865		
		968,332		
Expenditures				
	Transfer to Fund 317 Facilities R&R		3,312	Casements Roof & Downspout
	Fire Fire Hydrant \$160k BID		160,000	RESO#2025-155
	Tomoka Oaks Legal Expenses		200,000	
	Transfer to 317		53,155	317743 soccer netting hurricane milton
	Building Inspectors' Supplies		9,500	CC Meeting 12/16/25
	Building Inspectors' Personnel		196,000	CC Meeting 12/16/25
	Fleming Avenue Resident's Property Restoration		5,000	
	Transfer to Fund 301-General Capital		121,000	OBSC Generators Reso 2026-30 CC Meeting 3/3/26
	Transfer to Fund 301-General Capital		99,900	Protective Glass for Building Inspection Counter
	Transfer to Fund 302-General Vehicles		78,465	Two additional inspector vehicles CC Meeting 12/16/25
	Transfer to Fund 317-Facilities R&R		30,000	Fire Station 93 Mold Remediation additional repairs
	Transfer to Fund 317-Facilities R&R		12,000	Building Inspectors' Office Carpet CC Meeting 12/16/25
			968,332	
CRA				
Revenues				
	Use of Fund Balance	630,000		
		630,000		
Expenditures				
	Cassen Park Fire Standpipe		45,000	Add'l work as required by Building Inspections
	Underground Utilities		470,000	Carryforward from FY 2024-25
	Median Upgrades		115,000	Carryforward from FY 2024-25
			630,000	
Ormond Crossings				
Revenues				
Expenditures				
Stormwater				
Revenues				
	Use of Fund Balance	205,000		
		205,000		
Expenditures				
	OBSC Drainage		40,000	Carryforward from FY 2024-25
	Fleming Avenue Pump Station Engineering		165,000	Reso 2026-36 3/24/26
			205,000	
Airport				
Revenues				
	FDOT	109,200		
	Use of Fund Balance	419,300		
		528,500		
Expenditures				
	Airport Security Gates		136,500	Reso 2025-58 2/18/25
	Riverbend Golf Course Property Tax		392,000	
			528,500	
Economic Development Fund				
Revenues				
Expenditures				

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Pension Pass Thru				
Revenues				
Expenditures				
Recreation Facility Fee Fund				
Revenues				
	Prior Year Surplus	10,400		
		<u>10,400</u>		
Expenditures				
	FF102 linelazer ball field		10,400	
			<u>10,400</u>	
Debt Service Fund				
Revenues				
	Transfer from Fund 211-Capital Improvement Fund	15,000		
		<u>15,000</u>		
Expenditures				
	Contingency		15,000	
			<u>15,000</u>	
2002 General Obligation Bonds				
Revenues				
	Use of Fund Balance	145,000		
		<u>145,000</u>		
Expenditures				
	Transfer to Fund 220-2010 General Obligation Bond		145,000	To close out fund & transfer for current bond repayment
			<u>145,000</u>	
2003 General Obligation Bonds				
Revenues				
	Use of Fund Balance	10,000		
		<u>10,000</u>		
Expenditures				
	Transfer to Fund 220-2010 General Obligation Bond		10,000	To close out fund & transfer for current bond repayment
			<u>10,000</u>	
2011 Capital Improvement Notes				
Revenues				
	Use of Fund Balance	15,000		
		<u>15,000</u>		
Expenditures				
	Transfer to Fund 205-Debt Service Fund		15,000	To close out fund & transfer for current bond repayment
			<u>15,000</u>	
2010 General Obligation Bonds				
Revenues				
	Transfer from Fund 209-2002 General Obligation Bond	145,000		
	Transfer from Fund 210-2003 General Obligation Bond	10,000		
		<u>155,000</u>		
Expenditures				
	Contingency		155,000	To close out fund & transfer for current bond repayment
			<u>155,000</u>	
Grant Fund				
Revenues				
	Use of Fund Balance	80,000		
		<u>80,000</u>		
Expenditures				
	Transfer to Fund 301-General Capital Improvements		80,000	To close out fund
			<u>80,000</u>	

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Capital Improvements				
Revenues				
	FEMA	1,751,945		
	State of Florida	285,588		
	CDBG	250,040		
	Transfer from Fund 001-General Fund	220,900		
	Transfer from Fund 116-Grant Fund	80,000		
	Use of Fund Balance	973,450		
		<u>3,561,923</u>		
Expenditures				
	Fleet Fuel Canopy		650,000	Carryforward from FY 2024-25
	Central Park Trails		250,040	Carryforward from FY 2024-25
	ARBFP Seawall & ADA Ramp		2,284,700	Reso 2026-03 1/20/26
	ARBFP Construction Administration		38,420	Carryforward from FY 2024-25
	OBSC Generators (2)		121,000	Reso 2026-30 CC Meeting 3/3/26
	Protective Glass Building Inspection Counter		99,900	
	301280 CDBG Military BLVD		83,863	RESO 2025-197 12/16/2025 approved
	City Hall Access Control		34,000	Reso 2026-33 3/24/26
			<u>3,527,923</u>	
General Capital Vehicle/Equipment				
Revenues				
	Transfer from General Fund (Building Inspection)	132,165		
Expenditures				
	Leisure Service Vehicles ordered in FY 2024-25		53,000	Delivered & paid in FY 2025-26
	Two additional Building Inspectors' Vehicles		79,165	CC Meeting 12/16/25 plus \$700 for spray liner
Public Safety				
Revenues				
	Transfer from Fund 504-General Liability	525,000		
	Use of Fund Balance	553,000		
		<u>1,078,000</u>		
Expenditures				
	Purchase of 7 Patrol Vehicles		500,000	Reso 2025-159 10/8/25
	Patrol Lighting		39,000	Carryforward from FY 2024-25
	Fire Station 92 & 93 Generator structure design		224,000	Carryforward from FY 2024-25
	Brush Truck order in FY 2024-25		290,000	Received & paid in FY 2025-26
	Police Vehicle Damage		25,000	
			<u>1,078,000</u>	
Transportation				
Revenues				
Expenditures				
Recreation Impact Fees				
Revenues				
	Racing & Recreation District Grant	(300,000)		
	Fund Balance	455,000		
		<u>155,000</u>		
Expenditures				
	OBSC Field 11 & 12 LED Lighting		155,000	
			<u>155,000</u>	

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Facilities R&R				
Revenues				
	Fund Balance	216,442		
	FEMA	57,375		
	State of Florida	9,563		
	Transfer in from 001 fund	86,467		
	Transfer from General Fund (Building Inspection)	12,000		
		<u>381,847</u>		
Expenditures				
	Sanchez Park Fishing Pier Replacement		170,000	Reso 2025-150 10/8/2025 CC Meeting
	Sanchez Park Fishing Pier Replacement		50,631	Budget Adjustment
	Fire Station 93 Mold Remediation		70,192	Carryforward from FY 2024-25 plus add'l repair expenses
	FEMA SOCCER NETTING MILTON		53,155	
	Riveria Fishing Pier Replacement		(50,631)	Budget Adjustment
	Casements Roof & Downspout		26,500	Hurricane Damage
	Rockefeller Gardens Shade Structure		50,000	Hurricane Damage
	Building Inspectors' Carpet		12,000	CC Meeting 12/16/25
			<u>381,847</u>	
Leisure Services Capital Revenue				
Revenues				
Expenditures				
WWW Operating				
Revenues				
Expenditures				
WWW Vehicles & Equipment				
Revenues				
	Use of Fund Balance	272,333		
	Transfer from General Liability Fund	38,000		
		<u>310,333</u>		
Expenditures				
	Transfer to WWW Capital Fund		122,000	
	Lift Station Operating Expenses		(122,000)	
	Water Plant Truck \$949		38,000	
	Dumpt Trucks (2) ordered in FY 2024-25		271,000	Received & paid in FY 2025-26
	Additional Cost for Vacuum Trailer		1,333	Reso 2025-192 CC Meeting 12/2/2025
			<u>310,333</u>	
WWW Capital Impr.				
Revenues				
	Use of Fund Balance	1,279,455		
	Transfer from WWW Operating Fund	122,000		
		<u>1,401,455</u>		
Expenditures				
	Finance Security Enhancements & Renovations		50,000	
	Lift Station 4P		122,000	
	WTP Generator		15,075	Carryforward from FY 2024-25
	S. Nova Raw Water Main Emergency Repair		74,000	Emergency
	Lift Station Backup Pumps		143,380	Carryforward from FY 2024-25
	Western Service Area Storage Tank & Pump Station		496,000	Reso 2026-40 3/24/26
	Western Service Area WWTP Basin & Lift Station		501,000	Reso 2026-41 3/24/26
			<u>1,401,455</u>	
Reclaimed Water Impact Fee Fund				
Revenues				
Expenditures				

FY 2025-26 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Water Impact Fee Fund				
Revenues				
Expenditures				
Wastewater Impact Fee Fund				
Revenues				
	Use of Fund Balance	724,000		
		<u>724,000</u>		
Expenditures				
	Riverside Drive Forcemain		724,000	Reso 2026-22 2/19/26
			<u>724,000</u>	
2024 Water & Wastewater Bonds				
Revenues				
	Use of Fund Balance from Bond Proceeds	1,422,000		
		<u>1,422,000</u>		
Expenditures				
	Water Treatment Plant Aerator Rehab		1,422,000	Reso 2026-21 2/19/26
			<u>1,422,000</u>	
General Liability				
Revenues				
	Use of Fund Balance	525,000		
	Reimbursement from Insurance	38,000		
		<u>563,000</u>		
Expenditures				
	Transfer to Fund 305-Public Safety Vehicle Fund		525,000	
	Transfer to Fund 408-WWW Vehicle Fund		38,000	
			<u>563,000</u>	
		<u>11,864,790</u>	<u>11,830,790</u>	
		154,278,169	154,244,169	

CIP Status Report as of April 30, 2026

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements- Coleman Goodemote Construction		Design/Bidding	100%		\$ 203,000	\$ 202,155	100%
		Construction	90%		\$ 865,000	\$ 2,449,071	100%
		Total			\$ 1,068,000	\$ 2,651,226	
Downtown Upgrades/Impvmts - SR40 Median & Tree Fund Renovation US1- A1A - AM Weigel		Design/Bidding	100%			In-House	
		Construction	84%		\$ 120,000	\$ 221,804	84%
		Total			\$ 120,000	\$ 221,804	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	81%		\$ 100,000	\$ 991,928	81%
		Total			\$ 120,000	\$ 1,019,428	
Downtown Granada Sidewalk (Design)		Design/Bidding	95%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Fortunato Park Fishing Pier (Design)	FIND	Design/Bidding	71%		\$ 86,000	\$ 86,000	71%
		Construction	0%				
		Total			\$ 86,000	\$ 86,000	
Fund 107 - Stormwater							
OBSC SW Pond Expansion - GPS Civil		Design/Bidding	100%		\$ 64,500	\$ 62,880	100%
		Construction	45%			\$ 961,536	45%
		Total			\$ 64,500	\$ 1,024,416	
Fleming Avenue Pump Station & Force Main (Design)	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			\$ -	\$ -	
Fund 108 - Airport							
Crosswind Business Park (Design)	FDOT	Design/Bidding	65%		\$ -	\$ 211,570	65%
		Construction	0%				
		Total			\$ -	\$ 211,570	
Fund 301 - General Fund							
Police Station / EOC (Design)		Design/Bidding	50%		\$ 557,710	\$ 557,710	50%
		Construction					
		Total			\$ 557,710	\$ 557,710	
Security Access Control - Empire		Design/Bidding	100%			In-House	
		Construction	0%		\$ 333,281	\$ 333,281	0%
		Total			\$ 333,281	\$ 333,281	
Fund 308 - Transportation							
Main Trail Bridge R&R (Design)		Design/Bidding	66%		\$ 70,430	\$ 70,430	66%
		Construction	0%		\$ 429,570		
		Total			\$ 500,000	\$ 70,430	
Road Resurfacing 24/25FY - Sparks Concrete		Design/Bidding	100%			In-House	
		Construction	90%		\$ 750,000	\$ 687,577	71%
		Total			\$ 750,000	\$ 687,577	
Road Resurfacing 25/26FY - Sparks Concrete		Design/Bidding	100%			In-House	
		Construction	0%		\$ 639,041	\$ 639,041	0%
		Total			\$ 639,041	\$ 639,041	
Fund 310 - Recreation Impact Fee Fund							
OBSC Fields 11 & 12 LED Lighting - AM Weigel		Design/Bidding	100%			In-House	
		Construction	0%		\$ 653,265	\$ 653,265	0%
		Total			\$ 653,265	\$ 653,265	

CIP Status Report as of April 30, 2026

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 317 - Facility R & R Fund							
Riviera Park Fishing Pier (Design)		Design/Bidding	71%		\$ 86,000	\$ 86,000	71%
		Construction	0%		\$ 364,000		
		Total			\$ 450,000	\$ 86,000	
Sanchez Park Fishing Pier - Bomar		Design/Bidding	100%			In-House	
		Construction	100%		\$ 220,631	\$ 220,631	98%
		Total			\$ 220,631	\$ 220,631	
Fund 322 - Leisure Services Capital Fund							
OBSC Field 4 (Design)		Design/Bidding	19%		\$ 189,700	\$ 189,700	19%
		Construction	0%				
		Total			\$ 189,700	\$ 189,700	
OBSC Softball Field Reconstruction (Design)		Design/Bidding	100%		\$ 14,500	\$ 14,500	100%
		Construction	0%		\$ 800,000		
		Total			\$ 814,500	\$ 14,500	
Fund 409 - Water/Wastewater System Improvements							
SR40 WM Loop with FM Addition - JD Weber Construction	FDEP	Design/Bidding	100%		\$ 75,000	\$ 104,275	100%
		Construction	92%		\$ 6,205,000	\$ 4,525,370	84%
		Total			\$ 6,280,000	\$ 4,629,645	
A1A Utility Relocation Phase 1 - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	77%		\$ -	\$ 530,000	77%
		Total			\$ -	\$ 530,000	
A1A Utility Relocation Phase 2 - ThadCon, LLC		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 497,285	0%
		Total			\$ -	\$ 497,285	
Lead Service Line Program 25/26FY (Design)		Design/Bidding	100%			In-House	
		Construction	0%		\$ 200,000	\$ 161,400	0%
		Total			\$ 200,000	\$ 161,400	
Public Works Renovation (Design)		Design/Bidding	10%		\$ 100,000	\$ 30,000	0%
		Construction			\$ 750,000		
		Total			\$ 850,000	\$ 30,000	
2023 Lift Station Rehabilitation 4P - Danus Utilities		Design/Bidding	100%		\$ 165,000	\$ 164,612	100%
		Construction	0%		\$ 1,415,679	\$ 1,415,679	0%
		Total			\$ 1,580,679	\$ 1,580,291	
Manhole Rehabilitation 25/26FY - Hazen		Design/Bidding	100%			In-House	
		Construction	0%		\$ 549,187	\$ 549,187	0%
		Total			\$ 549,187	\$ 549,187	
Public Works Generator - Accurate Power		Design/Bidding	100%			In-House	
		Construction	0%		\$ 242,428	\$ 242,428	0%
		Total			\$ 242,428	\$ 242,428	
Stormwater Piping 25/26 - Insituform		Design/Bidding	100%			In-House	
		Construction	0%		\$ 1,343,500	\$ 1,343,500	0%
		Total			\$ 1,343,500	\$ 1,343,500	
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion - Hazen Construction		Design/Bidding	100%		\$ 300,000	\$ 292,964	100%
		Construction	62%		\$ 1,300,000	\$ 4,317,575	62%
		Total			\$ 1,600,000	\$ 4,610,539	
Halifax River Utility Crossing (Design)		Design/Bidding	83%		\$ 480,000	\$ 438,614	83%
		Construction	0%		\$ 5,680,000		
		Total			\$ 6,160,000	\$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita (Design)	FDEP	Design/Bidding	17%		\$ 160,000	\$ 148,079	17%
		Construction	0%		\$ 1,440,000		
		Total			\$ 1,600,000	\$ 148,079	
WRF Ultraviolet Disinfection Conversion - SGS Contracting Services	FDEP (const only)	Design/Bidding	100%		\$ 270,000	\$ 272,800	100%
		Construction	56%		\$ 2,430,000	\$ 6,904,700	56%
		Total			\$ 2,700,000	\$ 7,177,500	

CIP Status Report as of April 30, 2026

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian - ARBP Seawall - <i>Construct Co.</i>		Design/Bidding	100%			\$ 93,965	100%
		Construction	0%		\$ 2,279,065	\$ 2,279,065	0%
		Total			\$ 2,279,065	\$ 2,373,030	
Hurricanes MILTON - FEMA							
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	Project on Hold		\$ -		
		Total			\$ -	\$ -	
Misc Non-CIP Projects							
Finance Remodel - <i>Coleman Goodemote</i>		Design/Bidding	100%			In-House	100%
		Construction	0%		\$ 46,764	\$ 46,764	0%
		Total			\$ 46,764	\$ 46,764	
Riverside Drive Forcemain Replacement - <i>JD Weber</i>		Design/Bidding	100%		\$ -	\$ -	100%
		Construction	7%		\$ 1,598,166	\$ 1,598,166	7%
		Total			\$ 1,598,166	\$ 1,598,166	



Economic Development Monthly Report

April 2026

Ormond Beach
February Employment

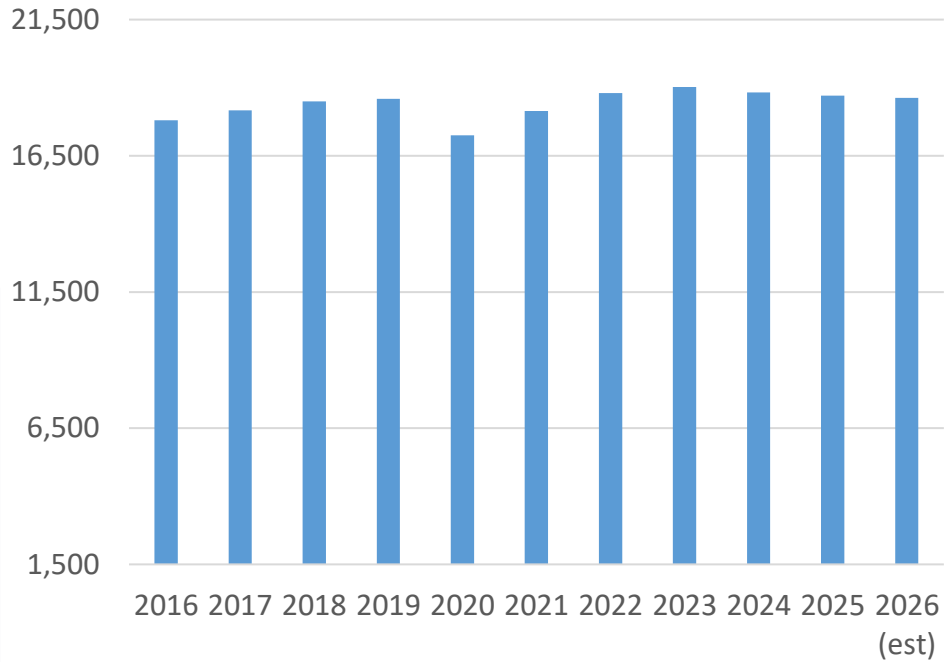
18,915

This is down 0.5% year over
year

Ormond Beach
Unemployment Rate

5.3%

Ormond Beach Employment Trend



Notes and Updates:

- **February employment increased** by 218 jobs, bringing total employment to 18,625, while the unemployment rate improved from 5.5% to 5.3%. Although employment remains modestly below last year (-95 jobs year-over-year), current levels fall well within the long-term employment range observed over the past decade, as shown in the accompanying chart. Overall, February data points to post-holiday normalization rather than economic softening, reinforcing the stability of the local job base.
- **In March, employers posted 996 active job openings**, reflecting a strong rebound following a February dip. When averaged over three months, job postings continue to trend upward, indicating that employer demand is strengthening even as employment levels remain stable. The leading industries hiring are Health Care, Admin/Support Services, Retail Trade, Accommodation/Food Service, and Finance & Insurance.
- **March saw 22 new business tax receipts issued**, continuing a pattern of increased business formation through the first quarter of the year. This level of activity reflects ongoing confidence, particularly among small and service-oriented businesses, and supports longer-term economic resilience through incremental job creation.
- **Non-residential development activity continued to build through March**, with commercial permit counts and valuation levels indicating ongoing private capital deployment. Investment momentum remains positive, suggesting that businesses and property owners are moving forward with projects rather than delaying decisions. This activity supports employment, reinvestment, and base stability.



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

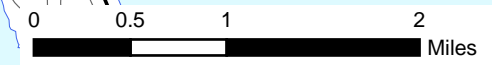
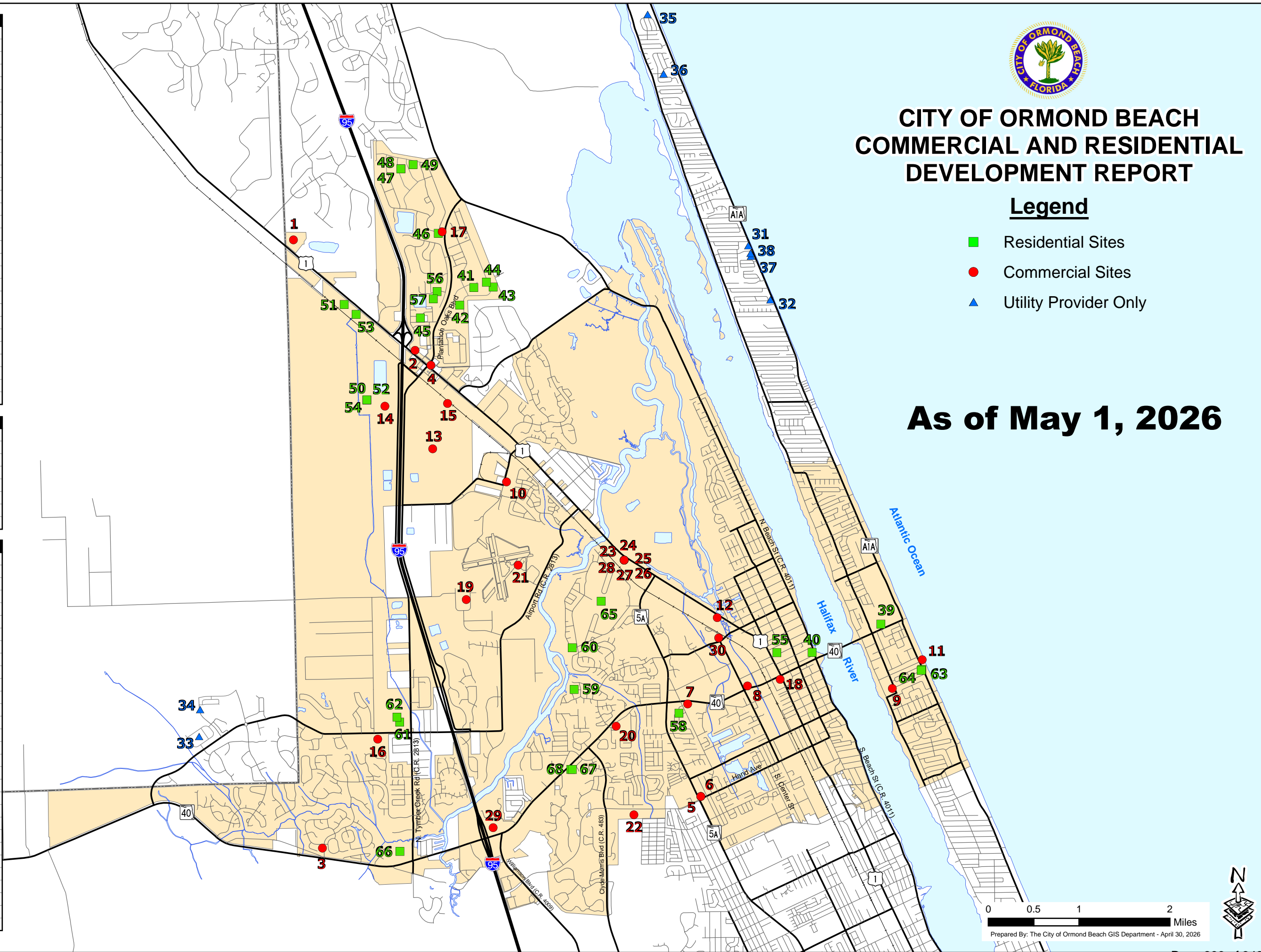
- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

As of May 1, 2026

COMMERCIAL PROJECTS	
1	A & M Frozen
2	Advent Health OSED
3	Breakway Trails, Tract A
4	Circle K, North US Highway 1
5	Circle K, South Nova Road
6	Circle K South - Outdoor Activity (Propane Only)
7	Dutch Bros Coffee
8	Ellianos OB Granada Blvd
9	First United Methodist
10	Hull Rd Contractor Storage
11	Ormond Beach Holdings LLC
12	Ormond Beach Self Storage
13	Ormond Crossings East Community Development District
14	Ormond Crossings Central Community Development District
15	OC Pine Tree Flyover
16	Pathways Elementary
17	PO OB - Neighborhood Commercial
18	Sunbros Coffee
19	Terra Marine Park
20	The Sarah House
21	Tomlinson Aviation
22	Tomoka Christian Church
23	Tomoka Commerce Park - PBD
24	Tomoka Commerce Park - Preliminary Plat
25	Tomoka Commerce Park, Lot 1
26	Tomoka Commerce Park, Lot 2
27	Tomoka Commerce Park, Lot 3
28	Tomoka Commerce Park, Lot 4
29	Wal-Mart Expansion
30	WRF B Disinfection Conversion

ORMOND BEACH - UTILITY PROVIDER ONLY	
31	Baileys By The Sea
32	Baileys By The Sea 2
33	Brookside at Ormond Station
34	Garden Side, Phase II
35	Kingston Shores Water Utilities
36	North Peninsula WWTP
37	Seascope
38	Sunrise Condominium

RESIDENTIAL PROJECTS	
39	121 East
40	40 North Beach Street
41	Archer's Mill - Phase 3
42	Archer's Mill - Phase 4
43	Archer's Mill - Phase 5
44	Archer's Mill, Phase 5 Final Plat
45	Bradford Lakes Amenities
46	Fountain View, Amenity Center
47	Fountain View - Phase 1D
48	Fountain View - Phase 1E
49	Fountain View - Phase 1F
50	Ormond Crossings - Forcmain Ext
51	Ormond Crossings - Phase 1
52	Ormond Crossings - Reclaim Water
53	Ormond Crossings Tymber Creek Flyover (Utilities)
54	OC Watermain Extension
55	Ormond Endave
56	Plantation Oaks - 2C
57	Plantation Oaks - 2D
58	Reflections Village SE
59	Rivell Subdivision
60	95 S. Saint Andrews Partial Easement Release
61	Tattersall at Tymber Creek
62	Tattersall Final Plat
63	Tides Edge Preliminary Plat
64	Tides Edge Final Plat
65	Tomoka Reserve, Development Order
66	Tymber Creek Apartments
67	Yoon Way Townhomes, Comprehensive Plan Amendment
68	Yoon Way Townhomes



Prepared By: The City of Ormond Beach GIS Department - April 30, 2026



City of Ormond Beach Commercial Development Report, as of May 1, 2026

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status					Projects reviewed last month												
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
1	A & M FROZEN 1899 North US Highway 1 SPRC-2024-000031	Site building expansion of 50,400 square feet and associated site improvements.	04.18.24	05.17.24	01.28.25			Not applicable	Not applicable	Not applicable	02.25.25	02.25.27	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC	
2	ADVENT HEALTH OSED 1561 North US Highway 1 SPRC-2025-000069	New emergency department - 13,451 square foot building on 2.47 acres.	05.16.25	5.30.25	08.31.25	10.23.25 02.12.26	5th - In Review	Not applicable	11.13.25 (Approved)	12.16.25 01.20.26 (Approved)			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn Engineering O = Advent Health System/ Sunbelt INC.	
3	BREAKAWAY TRAILS, TRACT A PZ-2025-000179 8 Breakaway Trail	Development of Regional Impact amendment for RV and boat storage and storage buildings.	06.11.25	07.18.25	01.05.26	04.16.26		Required	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = Four Deland Plaza LLC	
4	CIRCLE K - NORTH US 1 SPRC-2026-000090 1505 N. US Highway 1	New construction. Development of a 3,956 square foot convenience store with 12 pumps on 1.60 acres.	04.08.26	In Review				Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn Engineering APP = Circle K O = RCM Properties, LLC	
5	CIRCLE K - NOVA & HAND 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 SF building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24	03.04.25	05.08.25 09.16.25 10.20.25 10.29.25	REV 1 03.03.26	02.10.25	Not applicable	Appeal 08.05.25	11.03.25	Under Construction	Issued 03.17.26	\$2,009,000	Issued 03.25.26	\$1,275,000	20%	E = Kimley-Horn O = Sun State Petrol I, LLC	
6	CIRCLE K - NOVA & HAND 699 South Nova Road PZ-2025-000247	Special Exception for Outdoor Activity for outdoor sales area.	03.26.26	04.20.26				Not applicable	06.11.26	07.21.26			Not applicable	Not applicable	Not applicable	Not applicable		E = Kimley-Horn O = Sun State Petrol I, LLC 50	
7	DUTCH BROS COFFEE 764 West Granada Boulevard SPRC-2025-000078	New construction of a 1,071 square feet building on 1.07 acres	09.22.25	10.16.25	11.05.25	12.10.25	12.11.25 (Approved)	Not applicable	Not applicable	Not applicable	12.11.25	Under Construction	Issued 04.21.26	\$650,000	Issued	\$440,171	1%	E = Newkirk Engineering, Inc. O = Ormond Central Investors, LLC ARC = Pursuit Development LLC	
8	ELLIANOS OB GRANADA BLVD 341 West Granada Boulevard SPRC-2024-000011	Construct an ±800 sf free standing dual drive through only coffee shop in Winn-Dixie shopping center.	01.04.24	01.31.24	05.16.24 2nd 10.27.24 3rd	11.22.24 4th		Not applicable	11.14.24 (Denied)	01.07.25 (Approved)	03.11.25	Under Construction	Issued 10.23.25	\$400,000	Issued 05.27.25	\$238,079	99%	E = Gmuer Engineering O = Kjump, Inc.	
9	FIRST UNITED METHODIST 336 S. Halifax Drive SPRC-2025-000055	Demolition of the existing gathering building and construction of a new building with associated site improvements.	01.17.25	02.06.25	07.23.25	09.16.25		04.09.25	10.09.25 (Approved)	11.18.25 (Approved)	12.08.25	12.08.27	Resubmit Required	\$7,000,000	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church	
10	HULL RD CONTRACTOR STORAGE 835 Hull Rd SPRC-2025-000075	New construction of Outdoor Storage Construction Yard	09.10.25	09.26.25	10.27.25			Not applicable	11.13.25 (Approved)	12.16.25 (Approved)	01.12.26	Under Construction	Not applicable	Not applicable	Issued 01.14.26	\$12,000	30%	E = Newkirk Engineering, Inc. O = Vic Abuzov	

City of Ormond Beach Commercial Development Report, as of May 1, 2026

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Change in project status

Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
11	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms.	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.24	Under Construction	Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	90%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
12	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	Under Construction	Issued 04.04.25	All buildings \$21,365,794	Issued 12.10.25	\$1,390,816	10%	E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
13	OC EAST CDD 801 Pineland Trail PZ-2026-000234	Creation Ormond Crossings East Community Development District - 525.77 acres	02.23.26	03.11.26				Not applicable	Not applicable	04.21.26 05.05.26			Not Applicable	Not Applicable	Not Applicable	Not Applicable		APP = Kutak Rock LLP O = Ormond Crossings East LLC O = Ormond Crossings West, LLC
14	OC CENTRAL CDD 1030 N. Tymber Creek Road PZ-2026-000234	Creation Ormond Crossings Central Community Development District - 395.77 acres	02.23.26	03.11.26				Not applicable	Not applicable	04.21.26 05.05.26			Not Applicable	Not Applicable	Not Applicable	Not Applicable		APP = Kutak Rock LLP O = Ormond Crossings East LLC O = Ormond Crossings West, LLC
15	OC PINE TREE FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at Pine Tree Dr Intersection) to the Ormond Crossings development.	11.20.24	12.22.24	09.03.25	In Review		Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Pape-Dawson O = Ormond Crossings West, LLC
16	PATHWAYS ELEMENTARY 2100 Airport Road SPRC-2025-000085	Courtesy review of Pathways Elementary classroom additions and pickup/drop-off modifications.	12.08.25	12.24.25	In Review			Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Volusia County Schools
17	PO OB - NEIGHBORHOOD COMMERCIAL 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved	11.05.24	Under Construction	Not applied	Not applied	Issued 02.27.25	\$478,584	40%	E = Parker Mynchenberg & Associates, Inc. O = PLANTATION OAKS OF ORMOND BEACH LLC
18	SUNBROS 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building.	10.02.24	10.22.24	12.18.24	01.28.25		Not applicable	12.14.24 Approved	01.21.25 Approved	02.06.25	Under Construction	Issued 11.04.25	\$215,000	Issued 10.03.25	\$137,000	95%	E = Zev Cohen & Associates O = D2S Properties, LLC
19	TERRA MARINE PARK 6 Tower Circle Unit A SPRC-2025-000077	Construction of a 1-story 12,300 SF warehouse building, which includes 1,200 SF office on a 2.17-acre parcel.	09.17.25	10.16.25	12.24.25	02.27.26		Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. A = Safstor Real Estate Co LLC
20	THE SARAH HOUSE 1001 Old Tomoka Road SPRC-2026-000088	Building expansion of approximately 424 square feet.	02.02.26	02.17.26				05.11.26	BOAA 05.06.26	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = 1001 Old Tomoka LLC

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Change in project status

Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	TOMLINSON AVIATION 92 & 96 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24 Revision 05.19.25	Under Construction	92 Hangar - Issued 07.16.25, 96 Hangar - Issued 08.01.25	92 Hangar - \$308,634, 96 Hangar - \$608,240	Issued 07.21.25	\$308,633	80%	E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
22	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square foot building.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	Under Construction	Issued 08.19.25	\$5,000,000	Issued 10.15.24	\$400,926	80%	E = Zev Cohen & Associates O = Tomoka Christian Church
23	TOMOKA COMMERCE PARK 890 North US Highway 1 PZ-2025-000165	Zoning Amendment to PBD - 12.48 acre to allow commercial & industrial uses.	05.09.25	06.01.25	09.16.25	02.06.26		11.12.25	12.11.25 (Approved)	01.20.26 02.03.26 (Approved)			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
24	TOMOKA COMMERCE PARK 890 North US Highway 1 SPRC-2025-000063	Preliminary Plat - One lot into four commercial lots.	05.09.25	06.01.25	09.23.25	02.06.26		11.12.25	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
25	TOMOKA COMMERCE PARK, LOT 1 890 North US Highway 1 SPRC-2025-000064	Commercial use in a 9,990 square foot building on 1.52 acres.	05.09.25	06.01.25	09.17.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
26	TOMOKA COMMERCE PARK, LOT 2 890 North US Highway 1 SPRC-2025-000065	Commercial use in a 9,990 square foot building on 1.52 acres.	05.09.25	06.01.25	09.17.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
27	TOMOKA COMMERCE PARK, LOT 3 890 North US Highway 1 SPRC-2025-000066	Commercial/Industrial uses within 36,630 square foot building on 2.46 acres.	05.09.25	06.01.25	09.19.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
28	TOMOKA COMMERCE PARK, LOT 4 890 North US Highway 1 SPRC-2025-000067	Commercial/Industrial uses within 27,200 square foot building on 2.47 acres.	05.09.25	06.01.25	09.19.25	02.06.26		11.12.25	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
29	WAL-MART EXPANSION 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	01.08.25	06.25.25	08.27.25		02.20.25	07.10.25	08.19.25 09.03.25	10.02.25	Under Construction	Issued 03.25.26	\$3,000,000	Issued 03.18.26	237,510	10%	E = CPH O = Wal-Mart Stores, Inc.
30	WRF B DISINFECTION CONVERSION 550 N. Orchard Street SPRC-2025-000079	UV Disinfection Conversion for City's Water Reclamation Facility.	10.02.25					Not applicable	Not applicable	Not applicable	10.20.25	10.20.27	Resubmit Required	\$2,455,000	Part of building permit	Part of building permit	55%	O = City of Ormond Beach E = Mead & Hunt

City of Ormond Beach As Utility Provider Only Development Report, as of May 1, 2026

		Change in project status				Projects reviewed last month								
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
31	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units.	11.02.23					11.26.23	Under Construction	None	Issued 07.19.24	\$536,995 (Utilities only)	90%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
32	BAILEYS BY THE SEA 2 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units.	03.27.24	04.19.24				07.26.24	Under Construction	None	Issued 12.16.24	\$207,442 (Utilities Only)	90%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
33	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres.	11.21.23	12.11.23				05.17.24	05.17.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	GARDEN SIDE, PHASE II Flagler County SPRC-2024-000021	Flagler County utility connection, 89 lots on 40.15 acres.	03.05.24	04.04.24	08.23.24			11.15.24	11.15.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	Kingston Shores Water 5500 OCEAN SHORE BLVD SPRC-2026-000087	Replace existing water mains and fire hydrant	01.23.26	02.09.26						None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Kingstone Shores
36	NORTH PENINSULA WWTP 16 Seabridge Drive SPRC-2024-000027	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			09.10.24	09.10.26	None	Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
37	SEASCAPE SPRC-2025-000062 2290 Ocean Shore Boulevard	Proposed private lift station and approximately 500 LF of 2" force main to connect to public force main.	03.17.25	04.03.25				10.03.25	Under Construction	None	Issued 10.20.25	\$260,000	85%	E = Kimley-Horn and Associates, Inc. O = Seascape Condo
38	SUNRISE CONDOMINIUM SPRC-2025-000081 2294 Ocean Shore Boulevard	Remove existing wastewater treatment plant and install new private lift station and forcemain connection to the City system	10.06.25	10.28.25	11.12.25	12.23.25		01.23.26	01.23.28	None	Issued 03.10.26	\$276,000		E = Saltus Engineering, Inc. O = Sunrise Condominium

City of Ormond Beach Residential Development Report, as of May 1, 2026

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status						Projects reviewed last month								
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
39	121 EAST 121 East Granada Boulevard PZ-22-00000098	Development of 24 multi-family units.	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			Early Review	\$15,000,000		E = Zev Cohen & Associates O = Dime Rock Properties, LLC ARC = William Chapin
40	40 NORTH BEACH STREET 40 North Beach Street SPRC-2025-000059	Addition of two residential units and converting existing building to residential unit.	02.27.25	03.19.25	09.30.25			Required	Required	Required			Not applied	Not applied		E = Newkirk Engineering, Inc O - EADS Commercial Properties, LLC ARC = The Trilegacy Group
41	ARCHER'S MILL, PHASE 3 3016 Bonspiel Drive PZ-23-00000052	Preliminary Plat. 59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3).	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.26 (Extension)	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
42	ARCHER'S MILL, PHASE 4 3015 Arch Avenue PZ-23-00000059	Preliminary Plat. 111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.30.26 (Extension)	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
43	ARCHER'S MILL PHASE 5 PRELIMINARY PLAT 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	10.17.25	Issued 11.27.23	\$1,225,490.57	65%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
44	ARCHER'S MILL, PHASE 5 3343 Bonspiel Drive PZ-2025-000177	Final Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3).	05.19.23	06.27.25				Not Required	Not Required	Not Required	See Above	See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
45	BRADFORD LAKES AMENITIES 140 Bradford Lakes Way SPRC-2025-000072	Revision of the Amenities Building of 1,653 square feet with pool	7.11.25	07.29.25	08.31.25			Not Required	Not Required	Not Required	09.15.24	See Above	See Above	See Above	80%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
46	FOUNTAIN VIEW, AMENITY CENTER 1400 Fountain View Street SPRC-2024-000022	A 5,040 square foot amenity center with pool and associated improvements.	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	Under Construction	With Sub-division	\$780,000 (building)	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
47	FOUNTAIN VIEW PHASE 1D 1789 Houmas Street SPRC-2024-000016	Preliminary Plat. 103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1).	02.08.23	06.19.25	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.01.25	Under Construction	Issued 12.17.25	\$3,526,515	40%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
48	FOUNTAIN VIEW PHASE 1E 1587 Nottoway Circle SPRC-2024-000017	Preliminary Plat. 110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.18.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.05.25	08.05.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of May 1, 2026

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		Change in project status					Projects reviewed last month											
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant		
49	FOUNTAIN VIEW PHASE 1F 1130 Evelyton Lane SPRC-2024-000018	Preliminary Plat. 97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.21.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	06.04.24 (Approved)	08.01.25	08.01.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC		
50	ORMOND CROSSINGS, FORCEMAIN EXT 1030 North Tymber Creek Road SPRC-2025-000068	Construction of 16" proposed reclaim water main.	5.13.25	06.20.25	10.20.25	01.13.26	03.26.26	Not Required	Not Required	Not Required	04.08.26	04.08.28	Not applied	Not applied		E = Pape-Dawson O = Ormond Crossings West, LLC		
51	ORMOND CROSSINGS, PHASE 1 1030 North Tymber Creek Road SPRC-2024-000050	Preliminary Plat. 444 lots on 252.16 acres.	12.03.24	01.02.25	03.27.25	07.17.25 10.16.25		Not Required	Not Required	Not Required	12.24.25	Under Construction	Issued 03.24.26	\$18,690,768	10%	E = Pape-Dawson O = Ormond Crossings West, LLC		
52	ORMOND CROSSINGS, RECLAIM WATER 1030 North Tymber Creek Road SPRC-2025-000071	Construction of 12" proposed forcemain.	05.13.25	06.22.25	11.13.25	1.07.26	03.26.26	Not Required	Not Required	Not Required	04.08.26	04.08.28	Not applied	Not applied		E = Pape-Dawson O = Ormond Crossings West, LLC		
53	OC TYMBER CREEK FLYOVER 1700 N US 1 Highway SPRC-2024-000044	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development. <u>Utilities only.</u>	11.21.24	12.22.24	04.07.25			Not applicable	Not applicable	Not applicable	09.23.25	Under Construction	Issued 10.06.25	Utilities, Phase 1 \$1,190,862	20%	E = Pape-Dawson O = Ormond Crossings West, LLC		
54	OC WATERMAIN EXTENSION 1030 North Tymber Creek Road SPRC-2024-000049	Ormond Crossings. Construction of approximately 18,000 LF of 16" PVC water main along North Tymber Creek Road.	12.03.24	12.30.24	03.21.25			Not Required	Not Required	Not Required	Revision 01.07.26	06.01.27	Issued 03.19.26	\$2,614,727.00	10%	E = Pape-Dawson O = Ormond Crossings West, LLC		
55	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design		
56	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	Issued 09.17.21	\$3,044,572	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC		
57	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	Issued 09.17.21	\$1,784,746	85%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC		
58	REFLECTIONS VILLAGE PZ-2026-000257 50 South Old Kings Road	Special Exception to allow the HOA to determine decorative wall replacement from a masonry wall to column and tubular metal fencing.	04.23.26	In Review				Not Required	Required	Required			Not applied	Not applied		APP = Reflections Village HOA		

City of Ormond Beach Residential Development Report, as of May 1, 2026

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		Change in project status						Projects reviewed last month									
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
59	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24	08.04.25	09.23.25	Not Required	Not Required	Not Required	10.26.25	10.26.27	Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern	
60	SOUTH ST ANDREWS (95) PZ-2026-000256 95 South St. Andrews Drive	Partial easement release.	04.23.26	In Review				Not Required	Required	Required			Not applicable	Not applicable		APP = BPF Design, Inc.	
61	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat 75 lots of a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	Issued 04.14.25	\$6,237,383.00	85%	E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC	
62	TATTERSALL FINAL PLAT TyMBER Creek Road and Airport Road PZ-2025-000219	Final Plat of 75 lots.	11.24.25	12.16.25	In Review			Not required	Not required	Not required		See Above	See Above	See Above		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC	
63	TIDES EDGE 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23	Under Construction	Approved	\$718,460	95%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC	
64	TIDES EDGE 300 South Atlantic Avenue PZ-23-00000062	Final Plat, 15 single-family lots.	05.22.23					Not required	03.14.24	07.23.24 08.06.24		See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC	
65	TOMOKA RESERVE 20 Tomoka Oaks Boulevard PZ-2022-043	Issuance of a development order for 254 single-family lots under certain conditions on approximately 147.94 acres	04.20.22	05.03.22	02.21.23	05.11.23	06.28.23; 09.13.23	02.08.23	07.13.23 08.16.23 09.26.23	03.13.26 03.24.26			Not applied	Not applied		APP = Cobb Cole O = Triumph Oaks of Ormond Beach I, LLC	
66	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard SPRC-2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial	05.16.23 & 06.06.23 (Approved)	Site plan approval expired		Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.	
67	YOON WAY TOWNHOMES 1190 West Granada Boulevard PZ-2025-000207	Comprehensive Plan amendment from "Open Space/Conservation" to "Medium Density Residential" for 2.81 acres	09.22.25	10.16.25				Not Required	Required	Required			Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC	
68	YOON WAY TOWNHOMES 1190 West Granada Boulevard PZ-2025-000206	Zoning Map amendment to Planned Residential Development for 12 townhome units	09.22.25	10.16.25				04.15.26	Required	Required			Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC	

City Commission items, City Commission Chambers of City Hall

File Number	Item	Description	Planning Board	City Commission, 1st or only	City Commission, 2nd reading
PZ-2026-234	Ormond Crossings Central, Establishment of a Community Development District (CDD)	This is an application submitted by Jonathan T. Johnson, Kutak Rock, LLP, on behalf of the property owner, Ormond Crossing West, LLC, for a petition to establish the Ormond Crossings Central Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 395.77 acres, generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95.	NA	04.21.2026 (Approved)	05.05.2026
PZ-2026-234	Ormond Crossings East, Establishment of a Community Development District (CDD)	This is an application submitted by Jonathan T. Johnson, Kutak Rock, LLP, on behalf of the property owner, Ormond Crossing West, LLC, for a petition to establish the Ormond Crossings East Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 525.77 acres, generally located north of Harmony Avenue, southwest of U.S. Highway 1, and east of Interstate 95. The Ormond Crossings East Community Development District shall exclude the property owned by Security First Insurance Company (Volusia County Parcel ID 3136-11-00-0180).	NA	04.21.2026 (Approved)	05.05.2026
NA	Yoon Way Street Name Change Discussion Item	At the April 21, 2026 City Commission meeting the City Commission provided direction to consider alternative street names for Yoon Way at the request of owner of property at 1180 West Granada Boulevard. The purpose of this discussion item is to seek an acceptable alternative street name.	NA	05.05.2026	NA
PZ-2026-244	651 South Ridgewood Avenue Small Scale Future Land Use Map Amendment	This is an administrative request for a Small Scale Comprehensive Plan Land Use Map amendment for a ±0.39 acre parcel of land from the existing future land use designation of Volusia County "Urban Medium Intensity" (UMI) to the City of Ormond Beach "Low Density Residential" (LDR) at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14.	NA	05.05.2026	NA

Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: <https://ormondbeach.igm2.com/citizens/default.aspx?> For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.

Board of Adjustment and Appeals - May 6, 2026, City Commission Chambers of City Hall at 6:00 P.M.

PZ-2026-250	1001 Old Tomoka Road, The Sarah House, Building Expansion	An application from Lora Shae Moultrie, property owner of 471 Jeannette Drive. The subject property is zoned as R-3, (Single-Family Medium Density). Chapter 3, Article III, Section 3-25(c)(1), requires that in all zoning districts, no point of access shall be allowed at the intersections of two (2) streets, as classified in the comprehensive plan. The subject property is a corner lot located at the northwest corner of Jeannette Drive and Malaga Avenue. Both roadways are defined as a local road in the City's Comprehensive Plan, and the leading edge of the driveway requires a 50-foot setback from the point of intersection. The existing driveway is nonconforming at 7 feet from the point of intersection. Additionally, the existing driveway is currently 8 feet in width and the City's minimum driveway width requirement is 10 feet. The applicant is proposing to remove and replace the nonconforming driveway with a new driveway that meets the City's minimum width requirements and improve access to their residence. The applicant is requesting a variance of 47 feet from the required 50-foot setback to a 3-foot setback to allow for the reconfiguration of the driveway access point on Jeannette Drive.
PZ-2026-251	12 Southland Road, fence height variance for a sound wall	An application from The Performance Group, Inc. on behalf of the property owner Southland Realty Co., LLC of 12 Southland Road, Ormond Beach, Florida 32174. The applicant seeks to construct a 12-foot-high solid sound wall in a portion of the rear yard. Section 2-50(n)(3) of the Ormond Beach Land Development Code requires that solid-style fences be no more than 6 feet in height in the rear yard. The applicant is seeking a height variance of 6 feet to allow a 12-foot solid sound wall in a portion of the rear yard for the property located at 12 Southland Road
PZ-2026-253	321 South Atlantic Avenue, Side yard variances - building and stairs	An application from A. Joseph Posey, Esquire of Storch Law Firm, on behalf of the property owner Scott A. Studner Family Trust, dated December 15, 2021, for the property at 321 South Atlantic Avenue. The property at 321 South Atlantic Avenue is zoned as R-2 (Single-Family Low Density). Section 2-13(B)(9)(c) of the Land Development Code requires a side yard setback of 8 feet on any one side with a minimum of 20 feet total for both sides. The applicants seek to construct a new single-family residence and have requested six variances associated with the side yard setbacks. The first variance is for the north side yard for a proposed principal building setback of 7', which requires a 1'-variance to the required 8-foot side yard setback. The second variance is for the south side yard for a proposed principal building setback of 7', which requires a 5'-variance to the required 12-foot side yard setback. The third variance is for a total combined side yard setback for the principal building of 14' for a variance of 6' to the required 20-foot combined setback. Additionally, the applicant is proposing two unenclosed sets of open stairs, one on the north and one on the south sides of the residence. The fourth variance is for the north side yard unenclosed stairs for a proposed 3.5'-setback which requires a 4.5'-variance to the required 8-foot side yard setback. The fifth variance is for the south side yard unenclosed stairs for a proposed 3.5'-setback which requires an 8.5'-variance to the required 12-foot side yard setback. The final variance is for the combined side yard setback for the unenclosed stairs with a combined side setback of 7' for a variance of 13' to the required 20-foot combined yard setback

Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: <https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.

Historic Landmark Preservation Board - May 11, 2026, City Commission Conference Room 103, City Hall at 4:00 P.M.

PZ-2026-236	70 Lincoln Avenue	An application from Benjamin P. Butera, Inc., agent on behalf of Ahmad A. Sarshory and Firouzeh S. Toutounchian, property owners, for a Certificate of Appropriateness to construct a new single-family home and detached garage / accessory dwelling unit located at 70 Lincoln Avenue. The property is a contributing vacant property in the Lincoln Avenue Overlay District, and all new structures are required to be reviewed by the Historic Landmark Preservation Board for compatibility with the existing contributing structures in the district.
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Note: Historic Landmark Preservation Board information is based upon the best information available as of the publishing of this report and is subject to change. historic Landmark Preservation Board agendas are available at: <https://www.ormondbeach.org/219/Historic-Landmark-Preservation-Board>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.

The Sarah House, Neighborhood Meeting - May 11, 2026 - Ormond Beach Library, 30 South Beach Street at 5:30 P.M.

Newkirk Engineering, Inc., representing the property owner, 1001 OLD TOMOKA LLC, shall conduct a neighborhood meeting on Monday May 11, 2026, starting at 5:30 p.m. at the Ormond Beach Regional Library located at 30 South Beach Street, Ormond Beach, Florida 32174, to discuss their application for a modification and expansion of an existing assisted living facility, The Sarah House, to add two (2) additional bedrooms to for the property located at 1001 Old Tomoka Road, Ormond Beach, Florida, 32174. All interested parties are invited to participate in the neighborhood meeting. Additional information can be obtained by contacting Harry Newkirk, P.E., Newkirk Engineering, Inc. at harry@newkirk-engineering.com or by telephone at (386) 872-7794.

Planning Board - May 14, 2026, City Commission Chambers of City Hall at 6:00 P.M.

PZ-2026-255	Comprehensive Plan Amendments Capital Improvements Schedule Annual Update	This is an administrative request to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan to be consistent with the adopted Capital Improvement Plan in accordance with State law. This update does not include any text changes to the goals, objectives, and policies of the Capital Improvements Element.
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The Planning Board agenda is available at: <https://www.ormondbeach.org/224/Planning-Board>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.



PERMIT ISSUANCE SUMMARY (04/01/2026 TO 04/30/2026) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Detached Accessory Structure	2	2,752	\$312,685.00	\$2,413.85
	Dock/Seawall	1	665	\$1.00	\$93.25
	Electrical	5	320	\$88,999.00	\$859.17
	Exterior	8	1,050	\$80,934.38	\$1,420.85
	Gas	1	256,133	\$10,000.00	\$155.25
	Generator	3	256,469	\$277,248.00	\$2,141.54
	Interior Build Out	3	9,515	\$273,624.29	\$5,157.40
	Low Voltage Alarm Labels	1	840	\$7,500.00	\$75.00
	Mechanical	13	1,100	\$895,129.80	\$2,622.72
	New Construction	1	986	\$650,000.00	\$24,444.43
	Plumbing	4	0	\$18,625.00	\$485.00
	Reroof	11	67,268	\$381,202.82	\$2,374.17
	Signage	30	685	\$91,390.34	\$3,895.28
	BUILDING NON-RESIDENTIAL TOTAL:		83	597,783	\$3,087,339.63
Building Residential	Demolition, Complete	3	700	\$36,216.00	\$1,139.58
	Demolition, Partial or Interior	1	1,000	\$100.00	\$75.75
	Detached Accessory Structure	2	1,071	\$22,650.00	\$331.05
	Electrical	34	1,001	\$85,577.49	\$4,462.12
	Exterior	67	2,082	\$694,560.67	\$10,589.44
	Gas	4	0	\$8,500.00	\$320.50
	Generator	5	0	\$58,255.19	\$1,044.73
	Interior Renovation	8	8,072	\$456,634.00	\$3,806.82
	Mechanical	72	7,885	\$1,237,090.32	\$5,480.56
	New Construction, Addition	9	3,534	\$548,373.40	\$4,907.35
	New, Single Family Residential	33	111,492	\$18,984,840.12	\$425,089.28
	Plumbing	23	1,773	\$92,696.13	\$1,576.06
	Pool/Spa	9	7,743	\$587,250.00	\$5,519.75
	Reroof	86	100,410	\$1,421,447.52	\$12,744.38
	Screen Enclosure	3	2,181	\$32,231.24	\$483.05
	Solar	2	0	\$51,360.50	\$482.62
BUILDING RESIDENTIAL TOTAL:		361	248,944	\$24,317,782.58	\$478,053.04
Engineering Residential	Tree Maintenance and/or Removal	55	0	\$5,300.00	\$760.00
ENGINEERING RESIDENTIAL TOTAL:		55	0	\$5,300.00	\$760.00
Fire Non-Residential	Fire Alarm (Simplified)	1	20,000	\$58,526.00	\$113.75
	Fire Protection Systems	3	27,729	\$42,550.00	\$420.00
	Fire Sprinkler (Simplified)	2	1,300	\$7,109.00	\$385.00
	Fireworks	1	0	\$0.00	\$0.00
FIRE NON-RESIDENTIAL TOTAL:		7	49,029	\$108,185.00	\$918.75
LDC Non-Residential	LDC	3	1,178	\$25,987.15	\$225.00
	Paint Permit	3	10,780	\$24,850.00	\$60.00
	Special Event Permit	8	4,837	\$8.00	\$70.00
	SPRC Site Improvements	1	0	\$440,171.13	\$5,401.71
LDC NON-RESIDENTIAL TOTAL:		15	16,795	\$491,016.28	\$5,756.71
LDC Residential	Garage Sale	114	0	\$1,036.00	\$530.00
	LDC	73	0	\$390,385.78	\$5,175.00
	Sheds less than 150 square feet in siz	3	0	\$11,995.00	\$275.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (04/01/2026 TO 04/30/2026)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	LDC RESIDENTIAL TOTAL:	190	0	\$403,416.78	\$5,980.00
	GRAND TOTAL:	711	912,552	\$28,413,040.27	\$537,606.41

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Ormond Beach Residential, as of May 1, 2026

Subdivision Name	Type	Status	Lots	CO Issued	Issued	Fees Due	In Review	Remaining Lots
121 East	MF	Site Plan Review	20					20
40 North Beach Street	MF	Site Plan Review	3					3
Archer's Mill Phase 1	SF	Infrastructure Complete	94	91	0	0	0	3
Archer's Mill Phase 2	SF	Infrastructure Complete	68	59	8		0	1
Archer's Mill Phase 3	SF	No Construction to Date	78	0	0	0	0	78
Archer's Mill Phase 4	SF	No Construction to Date	111	0	0	0	0	111
Archer's Mill Phase 5	SF	Infrastructure Construction	114	0	0	0	0	114
Archer's Mill Phase 6	SF	Infrastructure Complete	78	1	21	29	14	13
Bradford Lakes	SF	Infrastructure Construction	80	0	2	0	0	78
Bradford Park	TH	Infrastructure Complete	180	17	26	0	0	137
Enclave (Tymber Creek)	SF	Infrastructure Complete	12	0	1	0	0	11
Enclave (North Yonge)	MF	Development Order, Zoning	64					64
Fountain View, Phase 1A	SF	Infrastructure Complete	119	92	7	2	3	15
Fountain View, Phase 1B	SF	Infrastructure Complete	137	74	23	39	0	1
Fountain View, Phase 1C	SF	Infrastructure Construction	141	0	0	0	0	141
Fountain View, Phase 1D	SF	Infrastructure Construction	103	0	0	0	0	103
Fountain View, Phase 1E	SF	No Construction to Date	110	0	0	0	0	110
Fountain View, Phase 1F	SF	No Construction to Date	97	0	0	0	0	97
Ormond Crossings, Phase 1	SF	Infrastructure Construction	444					444
Ormond Crossings, Approved	SF/MF	Development Order, Zoning	2506					2506
Plantation Oaks, Phase 2A	MH	Infrastructure Complete	94	84	2	0	0	8
Plantation Oaks, Phase 2B	MH	Infrastructure Complete	125	39	1	0	0	85
Plantation Oaks, Phase 2C	MH	Infrastructure Construction	121	0	0	0	0	121
Plantation Oaks, Phase 2D	MH	Infrastructure Construction	84	0	0	0	0	84
Ridgehaven	SF	Infrastructure Complete	286	63	39	1	4	179
Rivell Trail	SF	Site Plan Review	3					3
Tattersall at Tymber Creek	SF	Infrastructure Construction	75					75
Tides Edge	SF	Infrastructure Construction	15					15
Tomoka Reserve	SF	Development Order, Zoning	254					254
Tymber Creek Apartments	MF	Development Order, Zoning	270					270
TOTALS:			5,886	520	130	71	21	5,144
PERCENTAGE:			NA	9%	2%	1%	0%	87%

Notes: MF - Multi-family, SF - Single-family, TH - Townhomes, MH - Manufactured Homes (55+), CO - Certificate of Occupancy



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	May 19, 2026	Item No	8.A.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Small Scale Comprehensive Plan Amendment, 651 South Ridgewood Avenue		
Recommended Action	The Planning Board recommends approval of the Future Land Use map amendment for 0.39+ acres from the existing land use designation of Volusia County “Urban Medium Intensity” to Ormond Beach “Low Density Residential” for the subject property located at 651 South Ridgewood Ave.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.39± acre parcel of land from the existing future land use designation of Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR) at 651 South Ridgewood Avenue as a result of an annexation with Ordinance 2024-14.

The parcel is currently a developed single-family residential lot with no proposed changes. The property owner requested a connection to the sanitary sewer system which required annexation as part of the utility connection. The annexation was adopted on July 23, 2024, with Ordinance 2024-14. Since the subject property has been annexed into the City of Ormond Beach, and the City’s Comprehensive Plan requires the property to be given a similar land use and compatible zoning as existed in unincorporated Volusia County.

The Planning Board reviewed the Comprehensive Plan land use amendment at the April 9, 2026, meeting and recommended approval with a 6-0 vote.

Financial Impact

None

Citizen Impact

None

Attachments

1. 26-09 Small Scale Comp Plan Amendment, 651 S. Ridgewood Ave
2. Exhibit A_Sketch and Legal
3. Exhibit B_651 S Ridgewood FLU Map
4. 651-S-Ridgewood-Ave_FLU_PB-Staff-Report_Final
5. Draft Planning Board minutes
6. Ordinance BIE, 651 S. Ridgewood Ave, FLU

ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY “URBAN MEDIUM INTENSITY” (UMI) TO ORMOND BEACH “LOW DENSITY RESIDENTIAL” (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in compliance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, based on a utility connection, the property at 651 South Ridgewood Avenue was annexed on July 23, 2024, with Ordinance 2024-14, and

WHEREAS, the City’s planning staff has requested an administrative amendment to the city’s Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation of one (1) parcel of real property totaling 0.39± acres located at 651 South Ridgewood Avenue (Volusia County parcel number: 4242-20-32-0100), said parcel being legally described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR) as depicted on Exhibit “B” attached hereto and incorporated herein by reference, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City's local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3187, *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The future land use designation of one (1) parcel of real property located at 651 South Ridgewood Avenue (Volusia County parcel number: 4242-20-32-0100), as legally described and depicted in Exhibit “A” and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR), for approximately 0.39± acres, as described and depicted in Exhibit “B”.

SECTION THREE. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments hereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Commerce, and any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (July 10, 2026); provided, however, that if challenged within 30 days after adoption (July 9, 2026), this *Comprehensive Plan* amendment shall not become effective until the Department of Commerce or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 19th day of May, 2026.

PASSED UPON at the second and final reading of the City Commission, this 9th day of June, 2026.

JASON LESLIE
Mayor

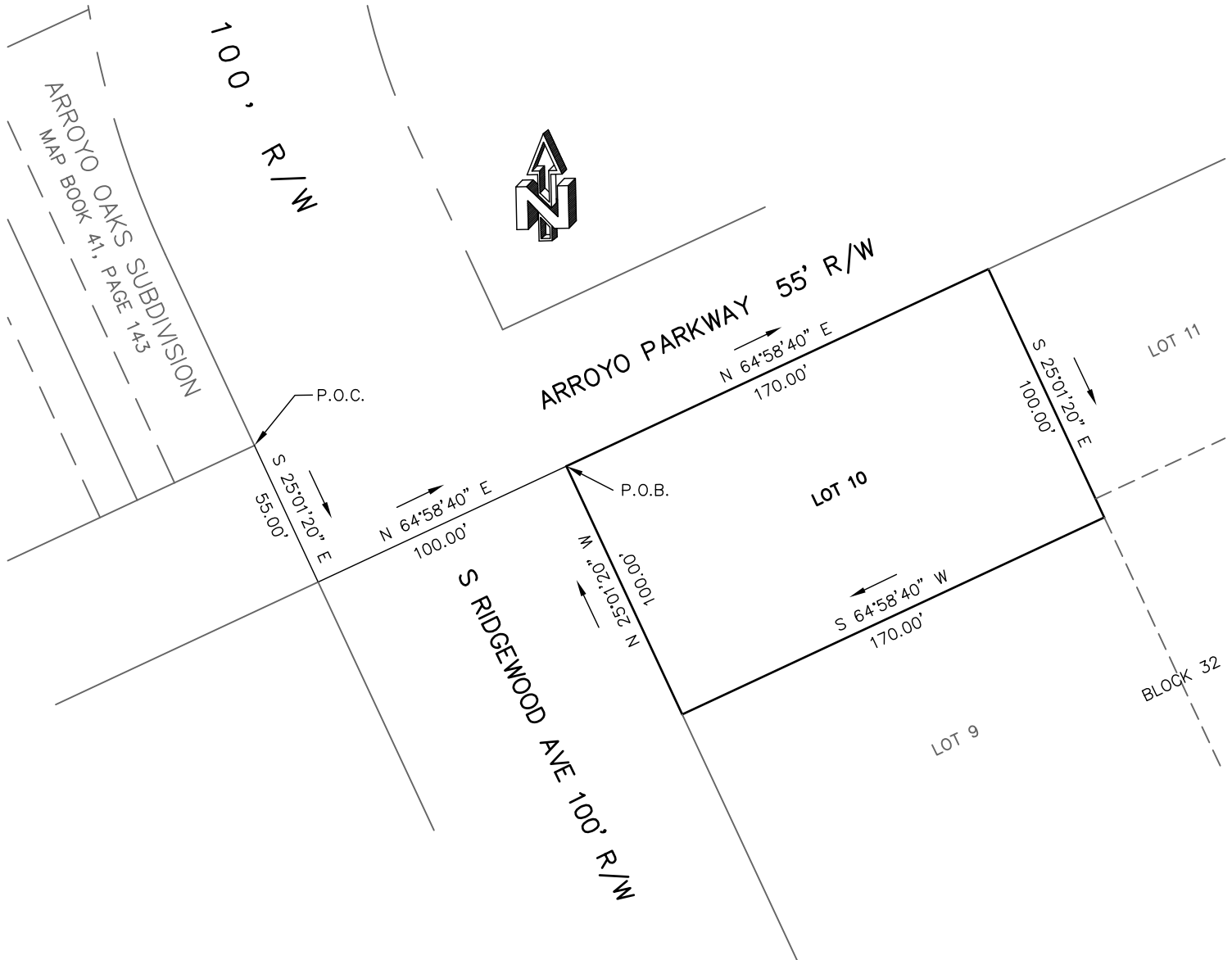
ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LOT 10, BLOCK 32, RIO VISTA SUB SECTION "A", AS RECORDED IN PLAT BOOK 6, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

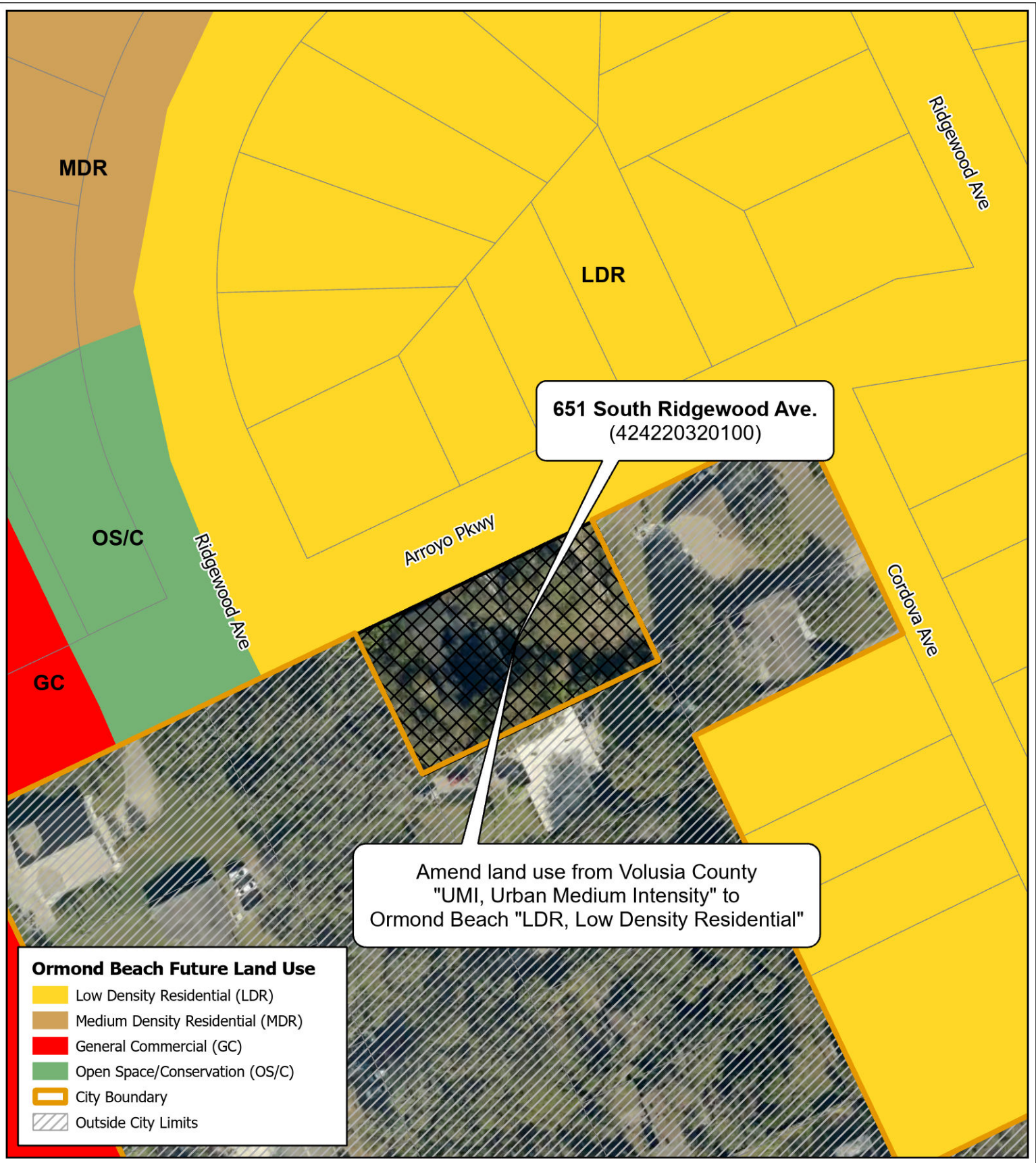
COMMENCING FROM A POINT OF INTERSECTION WITH THE EASTERLY LINE OF ARROYO OAKS SUBDIVISION AS RECORDED IN MAP BOOK 41, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHERLY LINE OF ARROYO PARKWAY (A 55 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION "A"), RUN THENCE S25°01'20"E A DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID ARROYO PARKWAY AND THE WESTERLY LINE OF SOUTH RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION "A"); THENCE RUN N64°58'40"E A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT ALSO KNOWN AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE N64°58'40"E ALONG SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID SOUTHERLY LINE RUN S25°01'20"E ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID EASTERLY LINE RUN S64°58'40"W AND PARALLEL TO SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID SOUTH RIDGEWOOD AVENUE; THENCE DEPARTING SAID SOUTHERLY LINE RUN N25°01'20"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 17,000 SQ.FT OR 0.39 ACRES MORE OR LESS



City of Ormond Beach
Engineering Division

DATE: 3/14/24	PROJECT NO.:
SCALE: N.T.S.	FILE 651 S RDGWD
SHEET: 1 OF 1	DRAWN BY: CO



**FUTURE LAND USE MAP
651 S RIDGEWOOD AVE
(424220320100)**

Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026





PLANNING BOARD STAFF REPORT

651 South Ridgewood Avenue
Small Scale Future Land Use Map Amendment
Project Number: PZ-2026-000244

PLANNING BOARD DATE:	April 9, 2026
TENTATIVE CITY COMMISSION DATE:	May 19, 2026 (first reading) June 2, 2026 (second reading)
APPLICANT:	Administrative
LOCATION:	651 South Ridgewood Avenue, Ormond Beach, Florida 32174
REQUEST:	Small Scale Future Land Use Map Amendment for single-family home that annexed into City jurisdiction
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an administrative request for a Small Scale Comprehensive Plan Land Use Map amendment for a ±0.39 acre parcel of land from the existing future land use designation of Volusia County “Urban Medium Intensity” (UMI) to the City of Ormond Beach “Low Density Residential” (LDR) at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14.

SECTION 2, BACKGROUND:

The property located at 651 South Ridgewood Avenue has a Volusia County land use designation of “Urban Medium Intensity”.

The parcel is currently a developed single-family residential lot. The property owner requested a connection to the sanitary sewer system, which required annexation as part of the utility connection. The annexation was adopted on July 23, 2024, with Ordinance 2024-14. There are no changes to the proposed residence, but based on annexation, the City is required to assign a City of Ormond Beach land use and zoning designation to the property that is similar to other surrounding City of Ormond Beach land use and zoning designations.

The property is currently zoned Volusia County R-5 (Urban Single-Family Residential). The proposed zoning classification is R-3 (Single-Family Medium Density) and will follow upon the completion of the administrative land use change. The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 1: Land use amendment schedule:

Action/Board	Date
Planning Board	April 9, 2026
City Commission 1 st Reading	May 19, 2026
City Commission 2 nd Reading	June 2, 2026
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	June 5, 2026
Transmit Courtesy Copy to Florida Department of Commerce	June 5, 2026

SECTION 3, ANALYSIS: The proposed amendment seeks to change the land use designation of the subject property from unincorporated Volusia County “Urban Medium Intensity” to the City of Ormond Beach “Low Density Residential” on the future land use map, see Attachment 1.

The existing Volusia County land use of “Urban Medium Intensity” states the following:

Urban Medium Intensity (UMI) - Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, 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. To be considered compatible, commercial development should reflect Chapter 1 Page 14 of 167 June 9, 2025 (through CPA 25-001) 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.

All requests for nonresidential uses within one-quarter ($\frac{1}{4}$) mile of another jurisdiction shall require notification to that jurisdiction.

The proposed City of Ormond Beach land use of "Low Density Residential" states the following:

Low Density Residential (LDR)

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum Floor Area Ratio: 0.2

Policy 3.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Consistency with the Goals, Objectives, and Policies of the City's Comprehensive Plan.

The proposed Future Land Use (FLU) amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, including but not limited to:

Goal 6. Annexation: "The City provides utility service beyond its Municipal limits and shall require that any connection to the City utility system either annex into the City or enter into an annexation agreement if not contiguous for utility service." The property at 651 South Ridgewood Avenue was contiguous and therefore annexed voluntarily.

Policy 6.1.1.: states, "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."

The current future land use designation presently assigned to the subject property is Volusia County "Urban Medium Intensity (UMI)" and the proposed future land use designation is City of Ormond Beach "Low Density Residential (LDR)". Both land use designations are compatible with adjacent land uses to the north, south, east, and west.

In addition, one of the general goals of the land use element is to achieve the highest quality of life for all residents by ensuring land use compatibility. The use of appropriate land use distribution is a key element of land use compatibility. The Future Land Use Element of the City's Comprehensive Plan includes policy 2.1.3. which states that the character of existing neighborhoods should be preserved by not allowing intrusion of land uses that would threaten to alter neighborhood character. The directive text of the City's Comprehensive Plan states the purpose of the Low Density Residential (LDR) is:

"To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio."

There are no proposed changes to the residence or character of the neighborhood. Based on annexation, the City is required to assign a City of Ormond Beach land use and zoning designation to the property that is similar to other surrounding City of Ormond Beach land use and zoning designations as directed by the Comprehensive Plan.

2. Consistency with state requirements, including Florida Statute requirements.

In accordance with Chapter 163.3187, Florida Statutes, a small scale development amendment may be adopted under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer and:

The subject property at 651 South Ridgewood Avenue is approximately 0.39 acres and meets this condition of 50 acres or fewer.

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3. If the amendment is a map amendment, is the proposed change an appropriate use of land.

The adjacent land use designations and zoning classifications are as follows:

EXHIBIT 2: Land use and zoning designations:

Direction	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Single-Family Residential	Ormond Beach "Low Density Residential"	Ormond Beach Single-Family Medium Density (R-3)
South	Single-Family Residential	Volusia County "Urban Medium Intensity"	Volusia County Urban Single-Family Residential (R-5)
East	Single-Family Residential	Volusia County "Urban Medium Intensity"	Volusia County Urban Single-Family Residential (R-5)
West	Single-Family Residential	Volusia County "Urban Medium Intensity"	Volusia County Urban Single-Family Residential (R-5)

The future land use designation presently assigned to the subject property is Volusia County "Urban Medium Intensity" which is described in the table below:

EXHIBIT 3: Volusia County land use and zoning matrix:

Current Future Land Use	Max Density	Uses Allowed	Compatible Zoning	Conditionally Compatible
Volusia County Urban Medium Intensity (UMI)	8 DU/acre	Single Family Dwellings, townhouses and low-rise apartments. May allow neighborhood businesses.	R-4, R-5, R-6, R-9, MH-1, MH-5, RPUD, BPUD, MPUD	MH-2, B-2, B-8, B-9, P, C, RC

The subject property is an existing single-family residence that requested connection to the City of Ormond Beach sanitary sewer system which required annexation. There are no proposed changes to the residence or character of the neighborhood. Based on annexation, the City is required to assign a City of Ormond Beach land use and zoning designation to the property that is similar to other surrounding City of Ormond Beach land use and zoning designations as directed by the Comprehensive Plan.

EXHIBIT 4: Ormond Beach land use and zoning matrix:

Proposed Future Land Use	Max Density	Uses Allowed	Compatible Zoning
City of Ormond Beach Low Density Residential (LDR)	Up to 4.3 units/acre	Single-family housing. May allow institutional uses.	R-1, R-2, R-2.5, R-3, PRD

The “Low Density Residential” (LDR) classification allows up to 4.3 units per acre and is intended to protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. The proposed future land use classification of “Low Density Residential” is the most compatible with adjacent land uses to the subject property and the County’s land use of “Urban Medium Intensity” and consistent with surrounding City of Ormond Beach land uses.

EXHIBIT 5: Impact analysis for the ±0.39 acre parcel:

Allowed entitlements	Existing UMI land use	Proposed LDR land use
Maximum density (residential) units per acre	8	4.3
Maximum density (residential) on .39 acre	3.1	1.7
Maximum floor area ratio	0.50	0.20
Maximum building square footage (SF)	8,494 SF	3,398 SF

The existing Volusia County Urban Medium Intensity land use allows a maximum of three (3) residential units and a maximum non-residential building size of 8,494 square feet. The proposed “Low Density Residential” land use would reduce both the maximum residential density and non-residential building size. Note that the existing single-family home is not being modified; this is solely a land-use intensity analysis.

EXHIBIT 6: Water and Sewer Impact Analysis:

Existing		
Land Use	Water	Sewer
“Low-Density Residential”	Maximum 3 units (900)	Maximum 3 units (810)
Proposed		
Land Use	Water	Sewer
“Low-Density Residential”	Maximum 1 unit (300)	Maximum 1 unit (270)
NET REDUCTION	- 600	-540

Policy 1.3.2. of the Capital Improvements Elements established an average daily volume of 300 gallons for water usage and 270 gallons for sewer. The land use amendment results in a reduction of theoretical water and sewer impacts. Note that the existing single-family home is not being modified; this is solely a land-use intensity analysis.

Traffic: The Institute of Transportation Engineers ITE 11th Edition Trip Generation Manual, land use code 210, states that the average daily rate for single-family residential is 9.43 trips per day. Based on the theoretical reduction from three allowed residential units to one, the traffic impacts of this land use application would be reduced. As stated previously, there is no change to the existing single-family house, and the traffic impacts shall remain the same.

There are no additional impacts to stormwater management, solid waste, schools, or recreation as a result of the proposed land use amendment.

4. If the amendment is a map amendment, the impacts on the Level-of-Service Standards of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.

The subject property is an existing single-family residence. There are no changes to the existing residence. The property is located in the Ormond Beach utility service area and will not generate an increase in demand in level-of-service standards for public infrastructure including schools, roadways, utilities, stormwater, or parks and recreation facilities.

5. If the amendment is a map amendment, impacts to surrounding jurisdictions.

The property is contiguous with the Volusia County jurisdiction and there are no impacts expected to any surrounding jurisdiction. Correspondence regarding the annexation was sent to the Volusia County manager at the point of annexation with Ordinance 2024-14.

Conclusion:

Staff supports the land use amendment from Volusia County land use of “Urban Medium Intensity” to the City of Ormond Beach land use of “Low Density Residential”. The small scale land use map amendment is an administrative amendment required to assign a City Future Land Use Map designation to the subject parcel. Staff believes that the Ormond Beach “Low Density Residential” land use category is appropriate for the following reasons:

1. The amendment meets the Goals, Objectives, and Policies of the City’s Comprehensive Plan;
2. The amendment meets the requirements established in the Florida Statutes;
3. The proposed land use is an appropriate use of land;
4. There is adequate infrastructure to serve the proposed land use; and
5. The proposed land use will not impact surrounding jurisdictions.

SECTION 4, RECOMMENDATION:

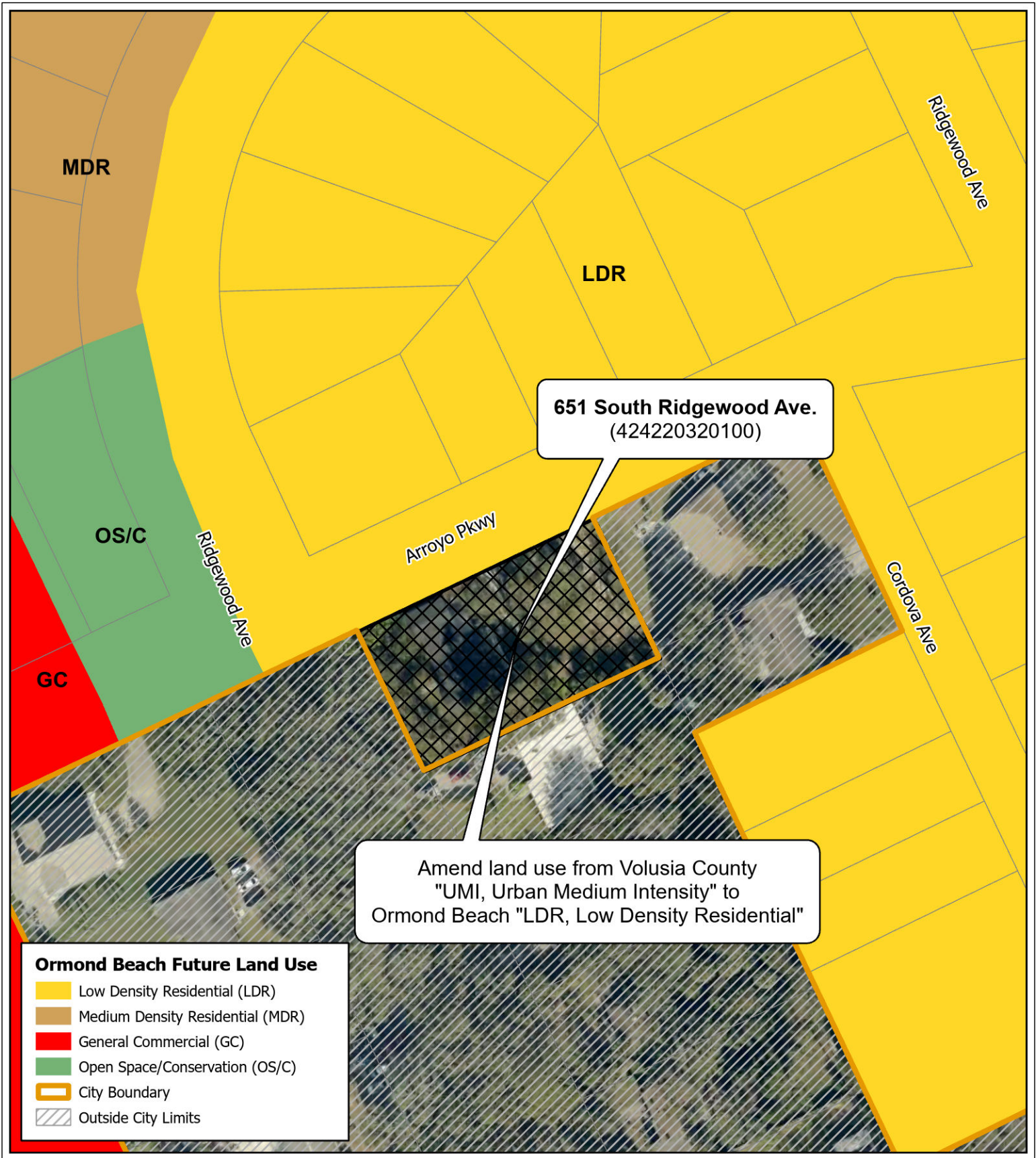
Staff recommend that the Planning Board recommend **APPROVAL** to the City Commission of the administrative request to a Future Land Use map amendment for ±0.39 acres from the existing land use designation of Volusia County “Urban Medium Intensity” to Ormond Beach “Low Density Residential” for the property located at 651 South Ridgewood Avenue as the result of annexation.

Attachments:

- Attachment 1: Proposed Future Land Use Map
- Attachment 2: Project maps and Sketch and Legal Description

Attachment 1:

Proposed Future Land Use Map



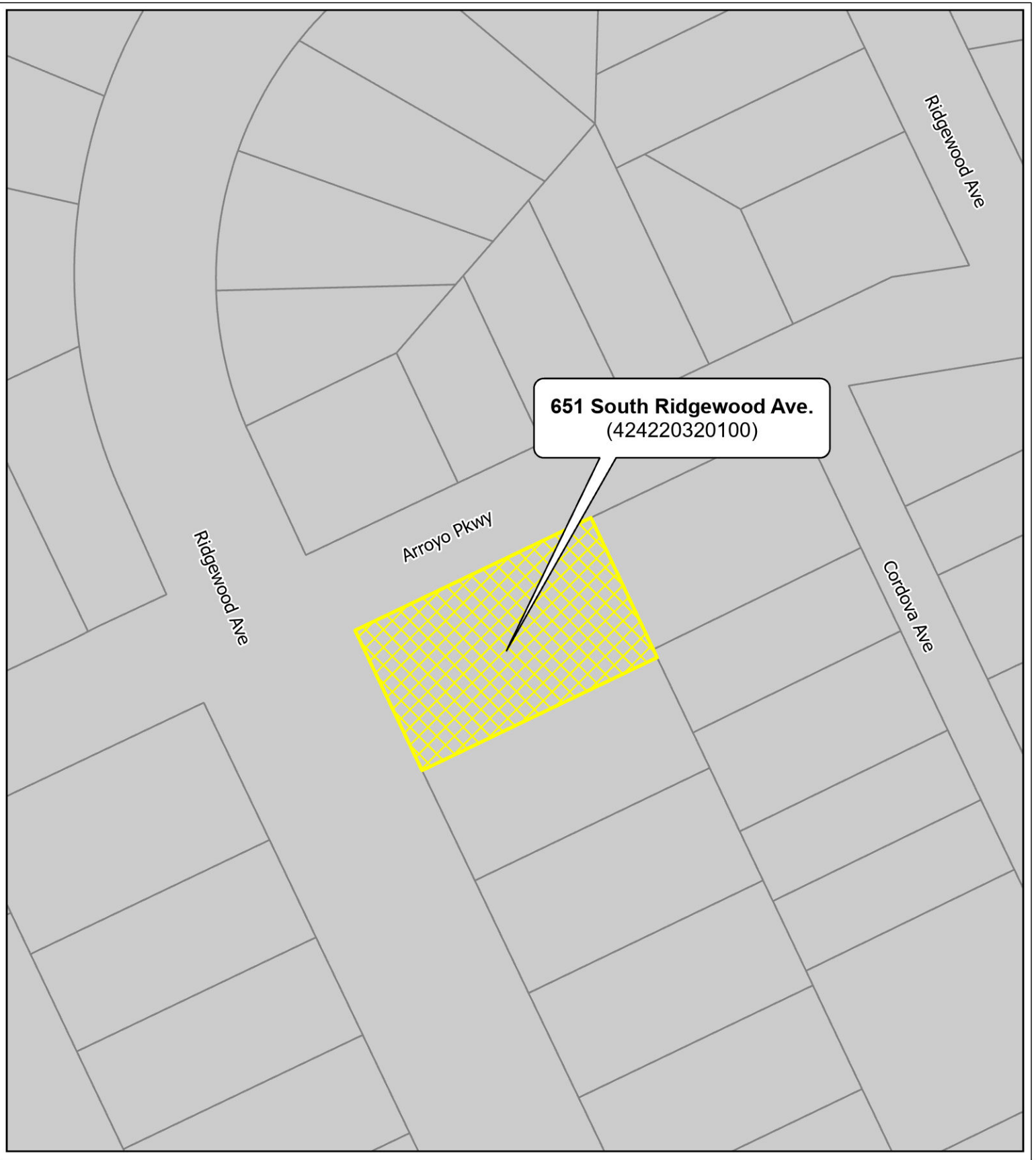
FUTURE LAND USE MAP
651 S RIDGEWOOD AVE
(424220320100)

Prepared By: The City of Ormond Beach
 GIS Department - March 4, 2026



Attachment 2:

Project maps and Sketch and Legal Description



LOCATION MAP
651 S RIDGEWOOD AVE
(424220320100)

Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026





651 South Ridgewood Ave.
(424220320100)

Ridgewood Ave

Arroyo Pkwy

Cordova Ave

Ridgewood Ave



AERIAL MAP
651 S RIDGEWOOD AVE
(424220320100)

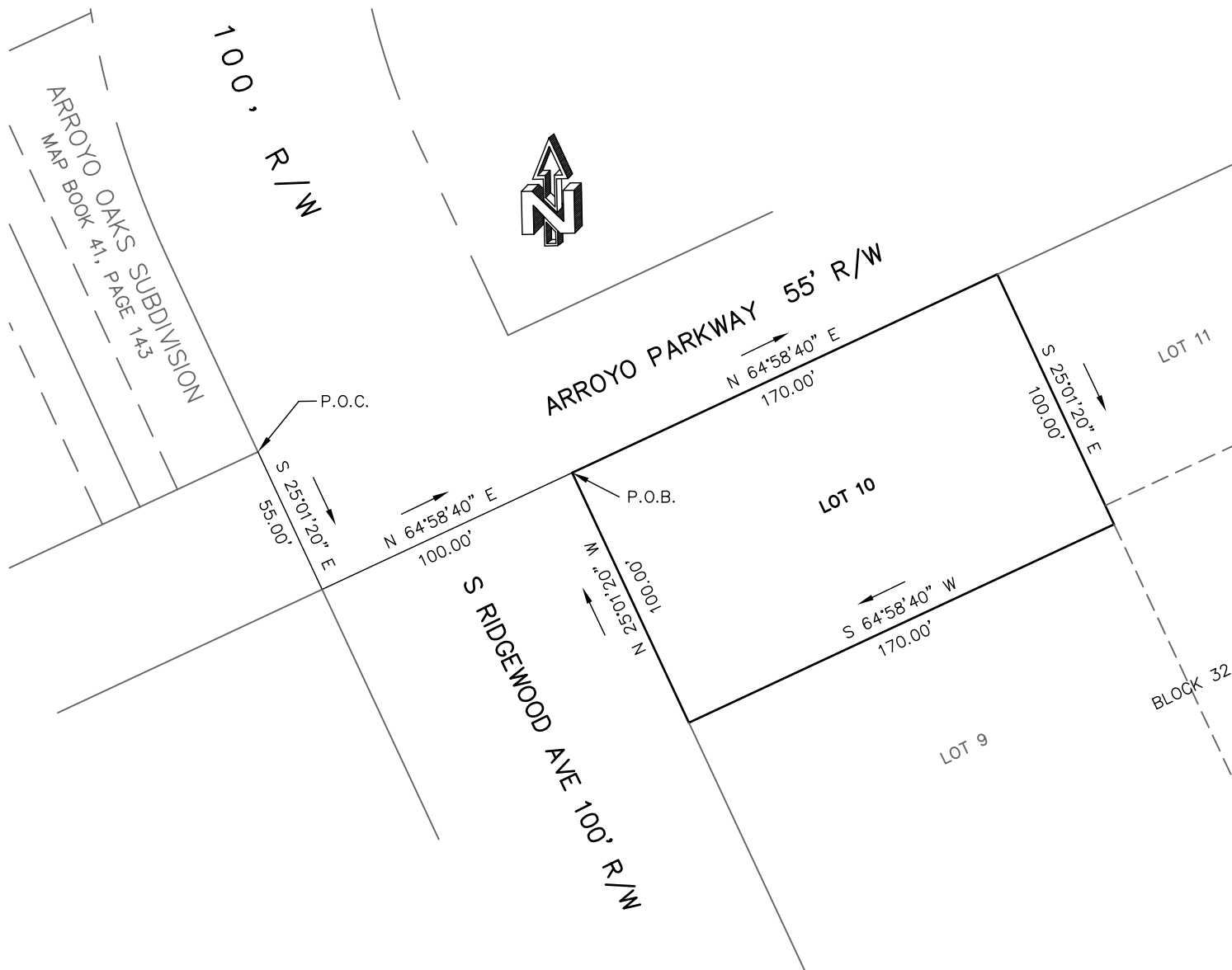
Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026



LOT 10, BLOCK 32, RIO VISTA SUB SECTION "A", AS RECORDED IN PLAT BOOK 6, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT OF INTERSECTION WITH THE EASTERLY LINE OF ARROYO OAKS SUBDIVISION AS RECORDED IN MAP BOOK 41, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHERLY LINE OF ARROYO PARKWAY (A 55 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION "A"), RUN THENCE S25°01'20"E A DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID ARROYO PARKWAY AND THE WESTERLY LINE OF SOUTH RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION "A"); THENCE RUN N64°58'40"E A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT ALSO KNOWN AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE N64°58'40"E ALONG SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID SOUTHERLY LINE RUN S25°01'20"E ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID EASTERLY LINE RUN S64°58'40"W AND PARALLEL TO SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID SOUTH RIDGEWOOD AVENUE; THENCE DEPARTING SAID SOUTHERLY LINE RUN N25°01'20"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 17,000 SQ.FT OR 0.39 ACRES MORE OR LESS



City of Ormond Beach
Engineering Division

DATE: 3/14/24	PROJECT NO.:
SCALE: N.T.S.	FILE 651 S RDGWD
SHEET: 1 OF 1	DRAWN BY: CO

**Planning Board minutes
from
April 9, 2026**

ITEM:

PZ-2026-244

651 South Ridgewood Avenue
Small Scale Future Land Use Map
Amendment

Recommended for Approval (6-0)

V. APPROVAL OF MINUTES

January 15, 2026

Mr. Jorczak moved to approve the January 15, 2026 Minutes. Ms. Shull seconded the motion. The minutes were unanimously approved. (6-0)

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, delivered updates, starting with introduction of the Planning Board's newest Board member, Ms. Amber Boback.

Mr. Spraker stated that there is a neighborhood meeting on April 15, 2026, at the Ormond Beach library at 5:30 p.m. regarding the Yoon Way Townhomes, located at 1190 W. Granada Boulevard. He explained that they are seeking a land use amendment and a zoning amendment, which will eventually come before the Board.

Mr. Spraker explained that there are no applications for a May Planning Board meeting, and staff can bring the administrative Comprehensive Plan Capital Improvement tables to review. It was said that if the Board does not want to meet, that is okay too. May and June Planning Board items would go to the July City Commission meeting.

Chairman Thomas inquired if there was a specific reason for fewer applications this year. Mr. Spraker stated that last year, there were staff-initiated applications and a month-long Evaluation and Appraisal Report (EAR) process, which caused many meetings, as well as development applications. There are currently no development applications ready for public hearing, and they still have to go through neighborhood meetings and respond to SPRC comments. Mr. Spraker reviewed Senate Bill 180, which restricts the making of more restrictive regulations. He continued that Preliminary and Final Plats are now reviewed administratively under state law.

Ms. Shull inquired about the future pipeline of projects. Mr. Spraker responded that the July meeting is already canceled per the calendar and that there are three applications requiring public hearings. He explained that until there are some new developments or an item that needs a Special Exception or Planned Development, there is not a need for a meeting.

VII. PUBLIC HEARINGS

A. **PZ-2026-000244: 651 S. Ridgewood Avenue, Small Scale Future Land Use Map Amendment**

Ms. Sarah Motes, Senior Planner, explained the administrative request for a Small Scale Comprehensive Plan Land Use Map amendment for a ±0.39 acre parcel of land from the existing future land use designation of Volusia County "Urban Medium Intensity" (UMI) to the City of Ormond Beach "Low Density Residential" (LDR) at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14. Ms. Motes stated that the subject property applied for a utility connection in 2024, and the Comprehensive Plan requires that any property that connects to city utilities is required to annex if it abuts contiguous Ormond Beach property.

Ms. Motes stated that the property is contiguous and the property annexation is an administrative process as part of the connection to utilities. She continued that it is an existing single-family residence with no change to the existing residence and is simply for the connection of utilities to the sewer system.

Ms. Motes concluded that staff recommends that the Planning Board approve an administrative request for a Future Land Use Map amendment on a ±0.39-acre parcel from the existing land use designation of Volusia County “Urban Medium Intensity” to Ormond Beach “Low Density Residential” for the property located at 651 South Ridgewood Avenue as the result of annexation. The City Commission hearing dates are May 19, 2026, and June 2, 2026.

Chairman Thomas asked for clarification that there were no plans for any change or additional structures. Ms. Motes replied that the same owners that applied for the utility connection are the same owners that own it now and there are no proposed changes to the residence at this time. Ms. Motes explained that if they wanted to demolish and rebuild it, it would be required to be rebuilt according to the City of Ormond Beach standards.

Ms. Motes added that if any redevelopment ever were to occur in the future that it would likely be a single-family residence and accessory structures which is allowed by-right in all of the City’s residential zoning districts, subjective to meeting the conditions of the Land Development Code (LDC).

Board Questions

Mr. Gentry asked for confirmation if this was triggered by the request for water and sewer and asked for clarification on the difference between Urban Medium to Low Density, which in research he found to be the same. Ms. Motes clarified that the Urban Medium Intensity is Volusia County’s equivalence to the City of Ormond Beach Low Density Residential.

It was pointed out that the neighborhood is already served by City of Ormond Beach for water and how the final step of connecting to the sewer is what kickstarts the annexation. In research, it was found that there has been another similar request on Cordova Street in the last few years. Ms. Motes replied that part of the Utility Permit Application is the review of a cost estimate of how expensive it is for the City to extend utility lines in the right-of-way (ROW) and put utility meters out in front of the property. A decision is made by the homeowner if they want to do that and then they would have to hire a plumber to do the connection to where the city stubs out to their house. Ms. Motes added that in this case, they are decommissioning a septic tank, which adds an additional cost associated with the Health Department. Ms. Motes explained that there are different price components and the city only has the one component on how much it costs to run lines in the ROW.

Ms. Shull asked for details using the subject house as an example, inquiring how far it is to hook up to city lines. Ms. Motes replied that she could not determine the exact distance and estimated approximately 100’.

Mr. Jorzak asked if there is remediation work to be done with the septic system at the point that the connection is changed over. Ms. Motes answered that it is handled

by the Volusia County Health Department. If abandoning the septic, it would be required to coordinate with the Health Department, and not the responsibility of the city to assess.

Mr. Jorczak asked if it was a connection in the city, if the city would have any remediation issues with the disconnect. Ms. Motes explained that it would be a decision for the property owner. An example being if it was a property that was already in the City of Ormond Beach jurisdiction and is on a septic tank that was decommissioned because of connection to utilities, it would be up to their discretion, and cost estimates, in coordination of the Health Department if it were to be required or not and if it can be left there until it fails. Ms. Motes stated that she did not have all answers on it but could follow up with the Health Department to find out specifically how septic tanks get decommissioned.

Mr. Jorczak expressed his curiosity about abandoned septic systems with integrating what are County areas into the City, where there is ability to connect to water and sewer systems.

Chairman Thomas referenced how in years past in Ormond by the Sea, they were given the option to pay for the price of connection to sewer over a three-to-four-year period of time and asked what the price was. Mr. Spraker replied that to the best of his knowledge it never got that far with a true final cost estimate and noted how there was also an intent at the time to apply for state grants.

Ms. Bobak asked if there was a stipulation where when connecting to sewer, that they would be required to remove the tanks. Ms. Motes replied not to her knowledge.

Mr. Spraker refocused on the land use application and added if the Board was interested in how septic tanks are closed or removed, staff can get a report on the information.

Chairman Thomas opened the hearing up for any public comments and any additional comments or questions from the Board and entertained a motion.

Board Recommendation

Mr. Jorczak motioned to approve PZ-2026-000244: 651 S. Ridgewood Avenue, Small Scale Future Land Use Map Amendment. Mr. Gentry seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2026-000243: 651 S. Ridgewood Avenue, Amendment to the Official Map

Ms. Sarah Motes, Senior Planner, explained the administrative amendment request to amend the City's Official Zoning Map for a ±0.39 acre parcel of land from the existing zoning classification of Volusia County R-5 (Urban Single-Family Residential) to the City of Ormond Beach R-3 (Single-Family Medium Density) zoning district at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14.

Ms. Motes continued that the parcel is currently an existing single-family residential lot. The property owner requested a connection to the sanitary sewer system, which required annexation as part of the utility connection. The annexation was adopted on



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY "URBAN MEDIUM INTENSITY" (UMI) TO ORMOND BEACH "LOW DENSITY RESIDENTIAL" (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.39+ acre parcel of land from the existing future land use designation of Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR) at 651 South Ridgewood Avenue as the result of an annexation with Ordinance 2024-14. The parcel is currently a developed single-family residential lot with no proposed changes. The property owner requested a connection to the sanitary sewer system which required annexation as part of the utility connection. The annexation was adopted on July 23, 2024, with Ordinance 2024-14. Since the subject property has been annexed into the City of Ormond Beach, and the City's Comprehensive Plan requires the property to be given a similar land use and compatible zoning as existed in unincorporated Volusia County.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This Small Scale Future Land Use Map Amendment does not impact any existing businesses.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This Small Scale Future Land Use Map Amendment does not impact any existing businesses.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

The item was advertised in accordance with the applicable public notice requirements. Information on the application is also on the city's website.



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	May 19, 2026	Item No	9.A.
Section	FIRST READING OF ORDINANCES	Category	First Reading of Ordinances
Subject	Administrative Amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers		
Recommended Action	Staff recommends approval of an administrative amendment to the Code of Ordinances prohibiting any hazardous pharmaceuticals within the City's sewer system.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Public Works Operations Manager		

Summary

This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the City sewer system.

As part of a Florida Department of Environmental Protection (FDEP) audit of the City's industrial pretreatment program, it has been recommended that Section 22-86, Regulations of the Code of Ordinances be updated to include a prohibition of pharmaceutical waste.

As defined by FDEP, a pretreatment program seeks the removal, reduction or alteration of pollutants in industrial wastewater prior to discharge or introduction into a domestic wastewater treatment facility.

Financial Impact

None

Citizen Impact

None. The Code of Ordinance amendment is part of a FDEP audit of the City's industrial pretreatment program for the protection of the City's sewer system.

Attachments

1. 26-10 Amend 22-86 SUO haz pharm (P26-0050G)
2. 2025-26 SUO Change DEP Letter
3. Ordinance BIE, LDC Amendment, COO, Section 22-86

ORDINANCE NO. 2026-10

AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 22-86, Regulations, of Division 2, Harmful or Industrial Wastes, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-86. Regulations.

(a) *General discharge prohibitions.*

- (1) No user shall contribute or cause to be contributed, either directly or indirectly, any pollutant or wastewater which shall cause pass through or interference of the POTW, and no user shall interfere with the operation or performance of the POTW. These general prohibitions apply to all such users of a POTW, whether or not the user is subject to national categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. Further, a user may not contribute any of the following substances into a POTW:
 - a. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides, and any other substances which the city, the state or EPA has notified the user is a fire hazard or a hazard to the system. Further, successive readings on an explosion hazard meter at the point of discharge into the system (or any point in the system) shall

not be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter.

- b. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities, such as, but not limited to, grease, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
- c. Any wastewater having a pH less than 5.5 or greater than 9.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
- d. Any wastewater containing toxic pollutants in sufficient quantity, either singularly or by interaction with other pollutants, that may injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include, but is not limited to, any pollutant identified pursuant to section 307(a) of the Act.
- e. Any noxious or malodorous liquids, gases, or solids which, either singularly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- f. Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no event shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under section 405 of the Act, or any other criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the SWDA or state criteria applicable to the sludge management method being used.
- g. Any substance which will cause the POTW to violate its NPDES or DEP permit, or causes the POTW to violate sludge disposal permits, or causes the POTW to exceed water quality based effluent limitations of the receiving waters.
- h. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

- i. Any wastewater having a temperature which will inhibit biological activity in the POTW resulting in interference, but in no event wastewater with a temperature at the introduction into the POTW which exceeds 40 degrees Celsius.
 - j. Any pollutants, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. In no event shall a slug load have a flow rate or contain concentration or quantities of pollutants that exceed, for any time period longer than 15 minutes, more than five times the average 24-hour concentration, quantities, or flow during normal operation.
 - k. Any wastewater containing any radioactive wastes.
 - l. Any wastewater which causes a hazard to human life or creates a public nuisance.
 - m. Any petroleum-based product, including petroleum distillates and other petrochemicals, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
 - n. Trucked or hauled pollutants, except as designated by the utility manager in accordance with subsection (l) of this section.
 - o. Hazardous wastes as defined in 40 CFR 261.
 - p. Any intentional introduction of wastewater derived from a source other than the city public water supply system, unless authorized by the utilities manager.
 - q. Any swimming pool discharge.
 - r. Any pollutants which result in the presence of toxic gases, vapors, or fumes within the WWF in a quantity that will cause acute worker health and safety problems.
 - s. Any hazardous waste pharmaceuticals from healthcare facilities or reverse distributors in accordance with Rule 62-730.181, F.A.C.
- (2) When the control authority determines that any user is contributing to the POTW any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the utility manager shall:
- a. Advise the user of the impact of the contribution to the POTW;
 - b. Develop effluent limitations for such user to correct the interference with the POTW; and
 - c. Implement an appropriate schedule for monitoring the effluent to ensure compliance with this division.

(b) through (o) ... *no change to existing text...*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 19th day of May, 2026.

PASSED UPON at the second and final reading of the City Commission, this 9th day of June 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

April 13, 2026

Stacey Smith
Environmental Regulatory Compliance Coordinator
Ormond Beach
22 S Beach St
Ormond Beach, Florida 32174- 6386
Stacey.Smith@ormondbeach.org

RE: Compliance Assistance Offer
Pretreatment Program Compliance Evaluation
Ormond Beach Water Reclamation Facility (WRF)
Permit No: FL0020532
Volusia County

Dear Stacey Smith:

The Florida Department of Environmental Protection (Department) conducted a Pretreatment Compliance Inspection (PCI) of the above Industrial Pretreatment Program (IPP) on March 25, 2026. During the PCI, potential non-compliance with the requirements of Chapter 62-625, Florida Administrative Code (F.A.C.), were observed. The purpose of this letter is to offer compliance assistance as a means of resolving these matters:

1. During the interview portion of the PCI, it was noted that the SUO for the City of Ormond Beach has not been updated to prohibit the introduction of pharmaceutical hazardous waste, as required by paragraph 62.625.400(2)(i), F.A.C.:

*“(2) Specific prohibitions. The following pollutants shall not be introduced into a WWF: ...
(i) Any hazardous waste pharmaceuticals from healthcare facilities or reverse distributors in accordance with Rule 62-730.181, F.A.C.”*

Provide the Department with a draft SUO incorporating the above information for review. This is considered a substantial program modification.

2. During the file review, it was noted that language requiring the notification of a change affecting the potential for a slug discharge was not included in the permit for ABB Aviator.

Provide the Department with a draft permit for ABB Aviator containing the notification requirement.

3. During the file review portion, it was noted that the permit for ABB Aviator describes the waste stream at the sample point as blended industrial and domestic waste. As ABB Aviator is a Categorical Industrial User (CIU), sampling to comply with categorical standards should occur at the end of process rather than end of pipe. This is because categorical limits are developed to be applied at the end of process. If sampling is performed at end of pipe, adjustments to the categorical limits may be needed, in accordance with subsection 62-625.410(6), F.A.C.:

“(6) Combined waste stream formula. Where process effluent is mixed prior to treatment with wastewaters other than those generated by the regulated process, fixed alternative discharge limits may be derived ...”

Provide the Department with clarification on the sample point for ABB Aviator and the City’s determination on whether the combined waste stream formula is necessary.

We request you review the noted items of concern and respond in writing within 30 days of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed.
2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid.

It is the Department’s desire that you are able to adequately address the aforementioned issues so that this matter can be resolved. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Please address your response and any questions to Thomas Twomey, by phone at 850-245-8592, or via email at thomas.twomey@floridadep.gov.

We look forward to your cooperation with this matter.

Sincerely,



Brianna Valek
Senior Program Analyst
Wastewater Management Program
Division of Water Resource Management

BV/TT

Stacey Smith
Ormond Beach WRF/FL0020532
Page 3 of 3
April 13, 2026

cc: Shawn Horsley, City of Ormond Beach, shawn.horsley@ormondbeach.org
Julia Danyuk, DEP Tallahassee, julia.danyuk@floridadep.gov
Brianna Valek, DEP Tallahassee, brianna.valek@floridadep.gov



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2026-10

AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an application for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed.



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	May 19, 2026	Item No	10.A.
Section	SECOND READING OF ORDINANCES	Category	Second Reading of Ordinances
Subject	Amendment to Code of Ordinances 15-92 and 15-99 Regarding the Sale and Consumption of Alcoholic Beverages (Second Reading)		
Recommended Action	It is recommended that the City Commission approve the amendment to the <i>Code of Ordinances</i> Sections 15-92, and 15-99 to allow for the sale and consumption of commercially packaged ready-to-drink premixed alcoholic beverages when authorized by an agreement or special event permit.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Attorney Ann-Margret Emery, Deputy City Attorney		

Summary

This is a request for the City Commission to amend Sections 15-92 and 15-99 of the *Code of Ordinances*. Currently, alcoholic beverages that include beer, wine and champagne may be served on city property in conjunction with permitted special events or by agreement as long as all required code conditions are met. This amendment would include the addition of commercially packaged ready-to-drink premixed alcoholic beverages.

Financial Impact

There is no budget impact.

Citizen Impact

There is no citizen impact.

Attachments

1. 26-08 Alcohol bev amend 15-92 15-99 (P26-0042G)
2. Business Impact Estimate

ORDINANCE NO. 2026-08

AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALY PACKAGED LOW PROOF ALCOHOLIC BEVERAGES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 15-92, Definitions, of Article III, Special Uses of City Property, of Chapter 15, Parks and Recreation, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 15-92. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement ...No change to existing text...

Alcoholic beverage means and shall be limited to, where authorized by a special event permit issued under this article, beer, wine, and champagne or other commercially packaged distilled, mixed or fermented products which contain less than six (6) percent alcohol by volume. No other alcoholic beverage, liquor or spirit shall be allowed, unless allowed pursuant to a written agreement approved by the City Commission. Where applicable, an alcoholic beverage license shall be required as a condition of a special event permit.

City property - Special event No change to existing text...

SECTION TWO. Section 15-99, Display, promotion or sale of alcoholic beverages, of Article III, Special Uses of City Property, of Chapter 15, Parks and Recreation, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 15-99. Display, promotion or sale of alcoholic beverages.

- (a) ...no change to existing text...
- (b) Where the display, promotion or sale of alcoholic beverages is authorized, the following conditions must be met:
 - (1) Beer, wine, and champagne or other commercially packaged ready-to-drink premixed alcoholic beverages only shall be allowed; no other alcoholic beverage, liquor or spirit shall be allowed, unless allowed pursuant to a written agreement approved by the City Commission.
 - (2) If applicable, the appropriate alcoholic beverage license must be obtained from the state, and associated activities must at all times comply with all laws and regulations.
 - (3) If applicable, proof of liability insurance, including alcohol liability coverage, consistent with the city's minimum liability insurance requirements.
 - (4) The sale of alcoholic beverages shall not exceed 12 hours in duration during any day, unless otherwise specifically authorized by an agreement or special event permit.
- (c) and (d) ... No change to existing text

SECTION THREE All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 5th day of May, 2026.

PASSED UPON at the second and final reading of the City Commission, this 19th
day of May, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title: 2026- 08

AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALY PACKAGED READY-TO-DRINK PREMIXED ALCOHOLIC BEVERAGES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

The purpose of this ordinance is to allow for the consumption of commercially packaged ready-to-drink premixed alcoholic beverages where authorized by an agreement or special event permit.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

N/A

b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

N/A

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)