AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
September 22, 2021
7:00 PM

Mayor Bill Partington
Zone 1 – Commissioner Dwight Selby **Zone 3 – Commissioner Susan Persis**
Zone 2 – Commissioner Troy Kent **Zone 4 – Commissioner Rob Littleton**

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 **Web: www.ormondbeach.org**

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF FY 2021-2022 MILLAGE RATES AND BUDGET

A. **RESOLUTION NO. 2021-157:** A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

B. **ORDINANCE NO. 2021-31:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2021-2022 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting – September 8, 2021

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. **RESOLUTION NO. 2021-144:** A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Randal Hayes, City Attorney (386-676-3217)*

B. **RESOLUTION NO. 2021-145:** A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF A SPECIAL MAGISTRATE ADMINISTRATIVE FINE/LIEN FOR CODE VIOLATION ON PROPERTY LOCATED AT 480 COLLINS STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4242-11-04-0090); AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chris Mason, Neighborhood Improvement Manager (386-676-3352)*

C. **RESOLUTION NO. 2021-146:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE SOLE SOURCE PURCHASE OF ONE MINI-CALIBER ROBOT; AUTHORIZING THE EXPENDITURE OF $13,622.47 FROM THE LAW ENFORCEMENT TRUST FUND; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Loretta Moisio, Grants Coordinator (386-676-3315)*

D. **RESOLUTION NO. 2021-147:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

E. **RESOLUTION NO. 2021-148:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND THE ORMOND BEACH CHAMBER OF COMMERCE; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

F. **RESOLUTION NO. 2021-149:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief (386-676-3525)*

G. **RESOLUTION NO. 2021-150:** A RESOLUTION ACCEPTING A PROPOSAL FROM DANELLA CONSTRUCTION CORP. OF FLORIDA, INC. FOR FIBER OPTIC SERVICES REGARDING THE WILMETTE AVENUE STORMWATER PUMP STATION FIBER OPTIC IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

H. **RESOLUTION NO. 2021-151:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR THE SOLE SOURCE PURCHASE OF TRAFFIC CALMING SPEED TABLES FROM TRAFFICLOGIX CORP.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

I. **RESOLUTION NO. 2021-152:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND WASTE PRO OF FLORIDA, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

J. **RESOLUTION NO. 2021-153:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM TEN-8 FIRE AND SAFETY, LLC, FOR REPAIRS TO FIRE APPARATUS QUINT 93 FIRE TRUCK; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

K. **RESOLUTION NO. 2021-154:** A RESOLUTION ACCEPTING PROPOSALS FOR THE PROVISION OF VARIOUS FORMS OF INSURANCE COVERAGE, INCLUDING PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, EXCESS WORKERS' COMPENSATION, CRIME, ACCIDENTAL DEATH AND DISMEMBERMENT (POLICE OFFICERS AND FIREFIGHTERS), NFIP FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS) INSURANCE COVERAGE, CYBER LIABILITY, AND ACTIVE SHOOTER LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF DOCUMENTS

RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

L. **RESOLUTION NO. 2021-155:** A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

M. **Riverside Drive Closures 2021-2022**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated September 22, 2021.

N. **Invitation to Bid - Facility Hardening (Re-Bid)**

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

Disposition: Approve as recommended in the City Manager memorandum dated September 22, 2021.

O. **Auto Renewal Contract - Pace Analytical Services, LLC for Water and Wastewater Facility Sample Testing**

Staff Contact: *Tim Heyrend, Utilities Manager (386-676-3305)*

Disposition: Approve as recommended in the City Manager memorandum dated September 22, 2021.

P. **Construction & Demolition Roll-Off Services Franchise Renewal for Waste Management Inc. of Florida**

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

Disposition: Approve as recommended in the City Manager memorandum dated September 22, 2021.

Q. **2022 City of Ormond Beach Legislative Action Agenda**

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

Disposition: Approve as recommended in the City Manager memorandum dated September 22, 2021.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2021-32:** AN ORDINANCE AMENDING SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE LAND DEVELOPMENT CODE OF THE CITY OF ORMOND BEACH BY AMENDING THE CONDITIONS FOR TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES BY NON-PROFIT ENTITIES; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES WITHIN THE NORTH U.S. HIGHWAY 1 MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES THROUGHOUT THE CITY DURING RECOGNIZED SPECIAL EVENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: *Steven Spraker, Planning Director (386-676-3341)*

B. **ORDINANCE NO. 2021-33:** AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; AND 22-71, SERVICE CHARGE ESTABLISHED; OF CHAPTER 22, WATER AND SEWERS, THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

C. **ORDINANCE NO. 2021-35:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE LAND DEVELOPMENT CODE TO ALLOW MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS) AT SINGLE-FAMILY AND MULTI-FAMILY DEVELOPMENTS WITH A RESIDENTIAL CLUBHOUSE OR COMMUNITY CENTER; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Spraker, Planning Director (386-676-3341)*

9. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2021-34:** AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

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: Kelly McGuire, Finance Director

Date: September 22, 2021

Subject: FY 2021-22 Final Millage Rate

Commission Goal: N/A

Introduction

This item is a resolution to adopt the final millage rates for fiscal year 2021-22.

Discussion

During the public hearing on the final millage rates and FY 2021-22 budget, the following actions must be taken in the following order as outlined by the Truth in Millage requirements*:*

1. The City Clerk will read the resolution on the final millage rate. The resolution reflects the proposed millage rates set by the City Commission at the September 8, 2021 meeting. The overall millage is the same as last year.

2. The Mayor will announce the final millage rates and roll back rate.

Millage Purpose	Final Rate
General Operating	3.3478
General Capital Improvements	0.1020
General Vehicle & Equipment Replacement	0.0510
Public Safety Vehicle & Equipment Replacement	0.1580
Transportation	0.1270
Facilities Renewal & Replacement	0.1270
TOTAL OPERATING	**3.9128**
2003 Voter Approved General Obligation Bond	0.0290
2010 Voter Approved General Obligation Bond	0.0890
TOTAL MILLAGE	**4.0308**

3. Members of the public will be given an opportunity to comment on the budget and final millage rate.

4. After public comments, a motion can be made to adopt the millage rate.

5. The Mayor will restate the millage rate and rollback information, the vote will be called, and the Mayor will restate the millage rate approved.

6. The City Clerk will read the budget ordinance.

7. Move adoption of the budget ordinance on second reading.

8. Call a vote on the budget ordinance to adopt the budget of $101,724,466 which reflects the proposed budget approved by the City Commission on September 8th.

9. Close the public hearing.

Recommendation

Staff recommends approval of the millage rate resolution.

Attachments:

- 21-157 Adopt Final Millage Rates FY21-22 (P21-0091G) (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 9/16/2021

Claire Whitley, Assistant City Manager 9/16/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/16/2021

RESOLUTION NO. 2021-157

A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Ormond Beach City Commission approved Resolution 2021-102 on July 20, 2021 approving proposed millage rates for Fiscal Year 2021-2022; and setting a public hearing on the proposed millage rates and the tentative annual budget for Fiscal Year 2021-2022 to be held on September 8, 2021 at 7:00 pm in the City Commission Chambers at Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida, and

WHEREAS, at the said duly advertised public hearing that was held on September 8, 2021, the City Commission approved Resolution 2021-136 adopting the proposed millage rates and subsequently adopted a tentative budget, for Fiscal Year 2021-2022, and

WHEREAS, a public hearing has been advertised for, and has been held on, September 22, 2021 regarding the adoption of the final millage rates, and the adoption of a final budget, for Fiscal Year 2021-2022, and,

WHEREAS, the notice and public hearing requirements having been satisfied in accordance with Section 200.065, *Florida Statutes*, now therefore,

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

SECTION ONE. After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Ormond Beach, Florida ("the City"), the rates of taxation that are necessary to meet such expenses are determined to be, for each of the hereinafterstated purposes, the amounts estimated, declared and levied, and the same being hereby adopted, to-wit:

(a) in order to meet the estimate of expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 3.9128 mills or $3.9128 per $1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2021-2022 Annual Budget;

(i) in order to meet the estimate of General Fund, Capital Improvements Fund, General Vehicle & Equipment Replacement Fund, Public Safety Vehicle & Equipment Replacement Fund, Facilities Renewal and Replacement Fund, and Transportation Improvement Fund expenses of the City, it is hereby determined and declared that the operating millage rate (General Fund, Capital Improvements Fund, General Vehicle & Equipment Replacement Fund, Public Safety Vehicle & Equipment Replacement Fund, Facilities Renewal and Replacement Fund and Transportation Improvements Fund combined) shall be at the rate of 3.9128 mills or $3.9128 per $1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for general purposes to provide for the General Fund, Capital Improvements Fund, General Vehicle & Equipment Replacement Fund, Public Safety Vehicle & Equipment Replacement Fund, Facilities Renewal and Replacement Fund, and Transportation Improvements Fund expenditures as estimated in the Fiscal Year 2021-2022 Annual Budget;

(ii) the millage rate to be levied, 3.9128 mills, is a 4.70% increase over the "rolled-back" millage rate, which is $3.7370 per $1,000 of taxable value;

(iii) in order to pay interest upon and sinking fund requirements for the outstanding 2003 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0290 mills or 2.90¢ per $1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2003 general obligation bond issue on April 15, 2003 in order to construct a replacement fire station.

(iv) in order to pay interest upon and sinking fund requirements for the outstanding 2010 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0890 mills or 8.90¢ per $1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2010 general obligation bond issue on August 24, 2010 for the acquisition and development of a beachfront park.

SECTION TWO. The City Manager is hereby directed to certify to the Volusia County Property Appraiser and to the Volusia County Tax Collector the final millage rates as

hereinbefore set, levied, and adopted for the purposes hereinbefore stated, pursuant to the general law of Florida.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting 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: Kelly McGuire, Finance Director

Date: September 22, 2021

Subject: FY 2021-22 Proposed Budget

Commission Goal: N/A

Introduction

This item is an ordinance to adopt the proposed budget for fiscal year (FY) 2021-22.

Discussion

During the public hearing on the proposed millage rates and the tentative FY 2021-22 budget, the following actions must be taken in the following order as outlined by the Truth in Millage requirements*:*

1. The City Clerk will read the resolution on the proposed millage rate. The resolution reflects the tentative millage rates set by the City Commission at the July 20, 2021 meeting. The overall millage is the same as last year.

2. The Mayor will announce the proposed millage rates and roll back rate.

Millage Purpose	Tentative Rate
General Operating	3.3478
General Capital Improvements	0.1020
General Vehicle & Equipment Replacement	0.0510
Public Safety Vehicle & Equipment Replacement	0.1580
Transportation	0.1270
Facilities Renewal & Replacement	0.1270
TOTAL OPERATING	**3.9128**
2003 Voter Approved General Obligation Bond	0.0290
2010 Voter Approved General Obligation Bond	0.0890
TOTAL MILLAGE	**4.0308**

3. Members of the public will be given an opportunity to comment on the budget and proposed millage rate.

4. After public comments, a motion can be made to adopt the millage rate.

5. The Mayor will restate the millage rate and rollback information, the vote will be called, and the Mayor will restate the millage rate approved.

6. The City Clerk will read the budget ordinance.

7. Move adoption of the budget ordinance on first reading.

8. Call a vote on the budget ordinance to adopt the tentative budget of $101,724,466 which reflects the budget presented to the Commission on July 20th.

9. Close the public hearing.

Recommendation

Staff recommends approval of the proposed budget ordinance.

Attachments:

- 21-31 Adopt Annual Budget (P21-0091G) (PDF)
- Attachment A (PDF)
- Proposed Budget (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/9/2021

Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY: Joyce A. Shanahan, City Manager 9/1/2021

ORDINANCE NO. 2021-31

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2021-2022 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Ormond Beach, Florida, *Charter* and Code *of Ordinances*, the City Manager has submitted to the City Commission her Annual Budget for the various funds of the City, and

WHEREAS, Section 4.04(f), *Charter*, requires the Annual Budget to be adopted by Ordinance, and

WHEREAS, the City Commission has determined that it is necessary and appropriate to adopt an annual budget as attached hereto, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby adopts, as its Annual Budget for the 2021-2022 Fiscal Year (October 1, 2021 through September 30, 2022, inclusive), those appropriations set forth on Attachment "A" and the FY21-22 Proposed Budget document, which are attached hereto and incorporated herein by reference, including all travel, stipend, and wage adjustments for all elected and appointed officials, and all bargaining and non-bargaining unit employees in the classified and unclassified services.

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 8th day of September, 2021.

PASSED UPON at the second reading of the City Commission, this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

Attachment A	
	Budget
Description	**FY 2021-22**
General Fund (001)	**37,753,928**
Special Revenue Funds:	
Downtown Redevelopment Trust Fund (104)	2,129,601
Ormond Crossings Trust Fund (106)	255,461
Stormwater Utility Fund (107)	2,531,000
Airport Fund (108)	2,657,240
Local Law Enforcement Trust Fund (109)	65,800
Economic Development Fund (110)	-
State Law Enforcement Trust Fund (112)	-
Pension Contribution Pass Through Fund (113)	800,000
Recreation Facility Fee Fund (115)	41,600
Grants Fund (116)	-
Total Special Revenue Funds	**8,480,702**
Debt Service Funds:	
Financing Debt Service Fund (205)	730,798
2002 GOB Debt Service Fund (209)	-
2003 GOB Debt Service Fund (210)	114,934
2004 Revenue Bond Fund (211)	157,000
2010 Beachfront Park Bond Fund (220)	352,747
Total Debt Service Funds	**1,355,479**
Capital Improvement Funds:	
Capital Improvements Fund (301)	534,075
Equipment Renewal & Replacement Fund (302)	421,363
Public Safety Vehicle & Equipment Fund (305)	2,148,225
Transportation Improvements Fund (308)	2,835,677
Recreational Impact Fee Fund (310)	125,000
Local Road Impact Fee Fund (316)	60,000
Facilities Renewal & Replacement Fund (317)	693,000
Stormwater Impact Fee Fund (318)	25,000
Total Capital Improvement Funds	**6,842,340**
Water and Wastewater Funds:	
Water and Wastewater Fund (401)	21,810,055
Vehicle Replacement Fund (408)	200,000
Renewal & Replacement Fund (409)	7,627,865
Water/Wastewater Consolidated Debt Service Fund (414)	5,228,000
West Ormond Reuse Impact Fee Fund (433)	-
Water System Impact Fee Fund (434)	520,000
Wastewater System Impact Fee Fund (435)	400,000
Total Water and Wastewater Funds	**35,785,920**
Solid Waste Fund (460)	**9,444,232**
Workers Compensation Fund (502)	**801,612**
General Liability Fund (504)	**1,260,253**
TOTAL BUDGET APPROPRIATION	**101,724,466**
Less: Interfund Transfers	**(16,025,406)**
Fleet Operations (Internal Service Charges)	**(1,380,289)**
Engineering (Internal Service Charges)	**(1,088,022)**
Consolidated Insurance Fund (Internal Service Charges)	**(2,061,865)**
TOTAL NET BUDGET	**81,168,884**

CITY OF ORMOND BEACH, FLORIDA

PROPOSED BUDGET

FY 2021-22

CITY OF ORMOND BEACH BUDGET

FY 2021-22

OCTOBER 1, 2021 – SEPTEMBER 30, 2022

CITY COMMISSION

BILL PARTINGTON, MAYOR

DWIGHT SELBY, ZONE ONE

TROY KENT, ZONE TWO COMMISSIONER

SUSAN PERSIS, DEPUTY MAYOR & ZONE THREE COMMISSIONER

ROB LITTLETON, ZONE FOUR COMMISSIONER

Joyce A. Shanahan	City Manager
Claire Whitley	Asst. City Manager
Kelly A. McGuire	Finance Director
Christopher D. Byle	Asst. Finance Director

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Ormond Beach
Florida

For the Fiscal Year Beginning

October 01, 2020

Christopher P. Morrill

Executive Director

INTRODUCTION
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COMMUNITY OVERVIEW
CITY OF ORMOND BEACH

The city that is now Ormond Beach, which is located on the northeast coast of Florida, dates from the period immediately following the Civil War. J. Andrew Bostrom, a former Union soldier originally born in Sweden, settled land on the peninsula.
Concentrated settlement on the mainland began in 1873 with the establishment of New Britain, founded by a small community of New Englanders intent on making their living from citrus cultivation. In 1875, New Britain was subdivided into blocks and lots, with the original plat containing eleven (11) streets. Of the eleven (11) streets, seven (7) retain their original names, with four (4) located in present downtown Ormond Beach.

By 1880, New Britain had grown enough to warrant incorporation. During the elections for incorporation, the town name was changed to Ormond, in honor of James Ormond III, descendant of an early British colonist from the 1770's. The town was legally incorporated on April 22, 1880 and adopted the banana tree as the town emblem.

The development of Ormond Beach accelerated during the 1880's when John Anderson, Joseph Price, Stephen Van Cullen White and other pioneers saw that the small wilderness community was linked by rail with the eastern United States. Their entrepreneurial spirit led to the construction of a bridge spanning the Halifax River (Atlantic Intra-coastal Waterway) from the mainland to the peninsula and the Ormond Hotel, a building that helped define the social and economic character of the community. During the late nineteenth and early twentieth centuries, Ormond became one of Florida's most recognized resort communities and the location of some of the first automobile races in the United States. Consequently, Ormond Beach became and is still known today as the "Birthplace of Speed". Ironically, following World War I, as the automobile became increasingly available to middle America, the character of Florida tourism changed, and Ormond declined in importance as a winter resort and tourist mecca, becoming a more traditional residential community.

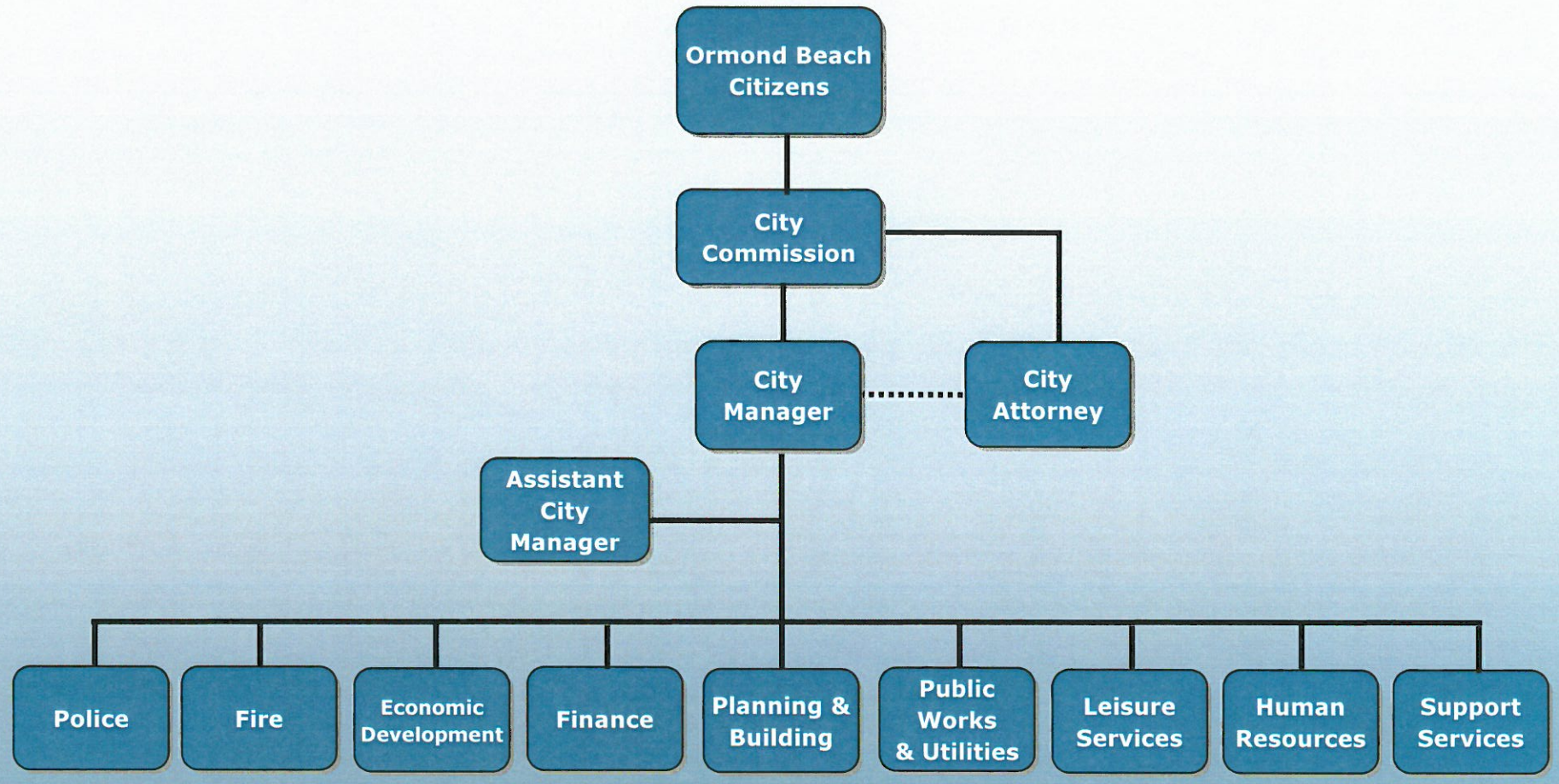
In 1959, the City was granted 1,164 acres of land from the Federal government that was developed into a municipal airport that consists of two (2) active runways and six (6) taxiways. In addition, the City purchased 176 acres from the Federal government in 1959; a site that has since been developed into a successful commerce center. Since 1970, the city's population increased from approximately 14,000, to the present population of approximately 38,000, which has resulted from a combination of real growth and annexations. During the 1990's, residential development and the City's commercial and retail center expanded westward beyond Interstate 95 as the size of the City grew to approximately 29 square miles.

The median age of the City's residents is 48.7. Approximately 42% of households include someone over the age of 65. Median income is $62,243 with 32% of citizens having achieved a higher education (Bachelor or Master degree).

City of Ormond Beach
Mission Statement

To ensure Ormond Beach is one of the most attractive, stimulating and innovative communities in Florida, while protecting our rich history and maintaining our unique charm. Boasting an environment where our children can thrive, with a prosperously diverse and balanced economy. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.

City of Ormond Beach Organizational Chart



This is to certify that this is the official organizational chart of the City of Ormond Beach referred to in Article II, Chapter 2, of the City of Ormond Beach, Florida, *Code of Ordinances*, adopted by Resolution No. 2016-154 on November 1, 2016.

Ed Kelley

Ed Kelley, Mayor

J. Scott McKee

J. Scott McKee, City Clerk

To: **The Honorable Mayor and City Commission**

From: **Joyce Shanahan, City Manager**

Date: **July 9, 2021**

Subject: **FY 2021-2022 Recommended Proposed Budget**

In accordance with the Charter, I am pleased to present for your consideration the City Manager's proposed budget for the Fiscal Year, beginning on October 1, 2021 and ending September 30, 2022. The annual budget is the City's basic financial guide. It is the primary governing document that provides both a history of prior financial activities and future expenditures. As in prior years, the budget is based upon long-term financial trends that are regularly monitored, including various consumer price indexes for inflation, construction and energy, as well as health insurance rates, labor union contracts, and employee turnover ratios, all of which impact the budget.

Total City Budget – All Funds
(all dollars in millions)

	FY 2022	FY 2021	$ Dollar Change	% Percent Change
Revenues	$101.72	$96.50	$5.22	5.41%
Expenses	$101.72	$96.50	$5.22	5.41%
10/1 Beginning Fund Balance	$29.09	$30.35	-$1.26	-4.14%
9/30 Ending Fund Balance	$25.02	$29.09	-$4.07	-14.00%

The annual budget review process typically begins with a Financial Trends workshop each spring. Due to the COVID-19 pandemic, this year's workshop, presented by Dr. Sean Snaith from the University of Central Florida's Institute for Economic Forecasting, addressed the projected post-pandemic Florida economy. This was followed by a review process of various city boards including the Leisure Services Advisory Board, Quality of Life Advisory Board, and the Budget Advisory Board. This Commission Budget Workshop marks the last step in the budget process before a formal draft budget is prepared. It provides an opportunity for the City Commission, together with the Budget Advisory Board, the city manager, and senior staff, to get together to review projects, discuss needs and future ideas.

For the coming fiscal year, we anticipate $96.5 million in revenues and $101.72 million in expenditures with no appropriation from reserves for operating expenses. There is $5,222,352 appropriated in capital fund reserves, which includes $5,105,645 in funding from existing capital fund balances, money saved for this purpose. This budget includes $15,927,027 in capital projects and acquisition of new vehicles and equipment, most of which are funded from our dedicated capital funds, which allows us to pay as we go to repair, replace and innovate without borrowing money.

The proposed budget continues the City Commission's long legacy of careful fiscal management while being mindful of the needs of our residents and business community. The City Commission continues to hold staff accountable to actively pursue new ideas and better ways to get the job done while remaining steadfast in providing the highest quality services to our community.

As Travel Weekly stated "*…Ormond Beach is the kind of place many people are searching for and are still surprised to find in Florida. It is small scale, manageable, and quaint*." The City of Ormond Beach is well recognized for our remarkable quality of life, beautiful beaches, vibrant downtown, attractively landscaped corridors, manicured parks and ballfields, thriving businesses, and a healthy business environment. Dozens of companies headquartered in Ormond Beach produce products known the world over for quality and reliability. It is for all these reasons Ormond Beach is known as Central Florida's Preferred Business Address.

The City of Ormond Beach has a long-established history of fiscal responsibility and stability and as a result, even during unprecedented events like COVID-19, there was limited interruption to City Services, and minimal impact to the general fund revenue. Despite the pandemic, revenues are trending toward Pre-COVID-19 levels, allowing us to remain a consistent, reliable, and dependable service provider to our residents and business community.

The General Fund revenues budget for FY 2021-22 totals $37,753,928. This is an increase of $2,625,213 or 7.47% when compared to the budget for the prior fiscal year budget. Revenue projections for sales tax are rebounding well and are expected to be stable in FY 2021-22. The most significant revenue source in the General Fund budget is ad valorem taxes in the amount of $13,280,820, which is based on the current millage rate of 4.0308, reflecting no change from the prior year. Although the current rate is maintained, ad valorem property tax revenue will increase as a result of the 5.53% increase in Ormond Beach's property values. Homesteaded residential properties are capped at 3% or the CPI index, whichever is *less*. Inter-governmental Revenue is also a significant funding source and has increased as a result of one-time federal aid related to COVID-19, amounting to $4.9 million. The Operating Budget for FY 2021-22 totals $85,797,439 and the Capital Improvement Budget totals $15,927,027 for the first year of its 5-year plan, totaling $101,724,466.

The projected unassigned fund balance in the General Fund at the end of the Fiscal year FY 2020-2021 is budgeted to be $6.3 million bringing unassigned fund balance to 19.16% of expenditures above the target minimum of 15%.

While the economic outlook remains strong, we continue to adhere to our conservative approach to the budget by managing costs without compromising the services that add value and serve our residents and businesses.

This budget follows the Commission direction focusing on three of the City's strategic Issues from its 2019 Strategic Plan: 1) Public Safety, 2) Transportation and 3) Water Quality and Environment.

- **Public Safety**:
  - **Goal**: *Provide a safe and secure city that maintains a sense of security and responsiveness for all residents.*
  - **Priority Objective**: *Develop a long-range plan for the purchase of emergency vehicles and equipment.*
  - **Implementation**: This proposed budget contains a dedicated millage for the creation of a capital equipment fund for Public Safety, approximately 16 cents per tax dollar (0.1580 mills or $626,225 dollars). The establishment of this fund will provide for a long-term revenue source for these essential services. This budget purposes to fund the replacement of 6 new patrol cars, 2 specialty units and one motorcycle, 2 commercial dryers for Fire Dept turnout gear and communication headsets for two fire trucks. In addition, this fund will pay for the lease-purchase payments for two pumpers purchased in 2020. Staff is also proposing to transfer former CARES act funding to this new Public Safety Fund for the replacement of the public safety radio system.
- **Transportation**:
  - ***Goal***: *Develop and maintain a balanced, efficient and safe transportation system.*
  - ***Priority Objective***: *Increase funding for transportation for local road rehabilitation to increase the rate at which local roadways are rehabilitated.*
  - ***Implementation*:** This proposed budget contains $750,000 for road rehabilitation up 150% from $500,000 in the previous year to allow more dollars for roadway resurfacing and to adjust funds for inflation costs related to construction materials, including asphalt.
- **Water Quality and the environment**:
  - ***Goal***: *Maintain the City's environmental stewardship by reducing negative impacts of pollutants to water bodies*.
  - ***Priority Objective*:** *Increase funding for water and water reclamation infrastructure to ensure our facilities operate at optimal capacity and efficiency.*
  - ***Implementation:*** This proposed budget contains $6,988,500 an increase of $2.91 million from FY 2020-2021, for essential capital infrastructure repair, replacement and improvement projects that ensure the City remains a good environmental steward of our water bodies and their tributaries. Staff is recommending the use of American Rescue Plan Act in the amount of $4.9 million to fund a portion of the proposed projects.

The millage rate will generate $865,856 in additional funds of which $626,225 is recommended to be dedicated to the establishment of a new capital equipment fund, earmarked exclusively for the necessary replacement of public safety vehicles and equipment. The proposed budget provides $250,000 in additional funds for transportation. Lastly, this budget recommends the use of American Rescue Plan Act funding totaling $4.9 million be dedicated to water and water reclamation capital projects, which benefit the entire community.

The City continues to operate in a fiscally conservative manner and this budget is no exception. The proposed budget continues this fiscal policy of taking on no new debt. Based upon the proposed budget, it is projected that we will end the FY 2022 year with fund balances totaling $25.02 million. With the projected fund balances, we remain consistent with the auditor's prior evaluation of our financial position including General Fund reserves, projected at 19%. Ormond Beach remains financially strong.

This proposed budget serves the citizens of the community well by providing the funds necessary to maintain and improve infrastructure, ensure qualified and responsive fire and police protection, and provide amenities that define our community through committed, dedicated, and exceptional employees that remain steadfast in our goal to provide the highest quality service.

Respectfully Submitted

Joyce Shanahan

Joyce Shanahan
City Manager

Budget Assumptions

Revenues

1. Conservative revenue estimates are utilized to allow for unanticipated changes in collection levels or economic deterioration. In the case of revenues distributed by the State such as sales tax and municipal revenue sharing, revenue estimates are based on information provided by the Legislative Committee on Intergovernmental Relations and the City's historical trends.

2. The budget was prepared using an operating millage rate of 3.9128 mills. The total millage, including debt, is 4.0308.

3. The budget includes a 3% increase in Leisure Service fees.

4. The budget was prepared without using General Fund Reserves for ongoing operations.

Expenditures

1. As a service provider, employee costs account for a significant portion of the City's budget. The budget has been prepared according to the following assumptions:
    a. Retirement contributions – Necessary funding for retirement benefits has been included and is based upon the most recent annual actuarial evaluation. Total contributions amount to $3.73 million, a reduction of 9.63%.
    b. A health insurance premium – The budget provides for estimated increases in healthcare cost and includes the continuation of the annual healthcare incentive.

2. Personnel changes include the following:

    a. The budget includes the addition of four full-time positions: Two Police Officers, an additional Victims' Advocate and an additional Building Inspector.

3. General fund contributions to outside agencies (not for profit) are as follows:

Agency	Amount
Crime Stoppers	$ 600
Early Learning Coalition	$ 7,440
Operation Caring Through Sharing	$1,488
Homeless Initiative	$82,000

Cost allocation/Transfers

The City's Engineering Division provides services to capital project funds such as Transportation, Stormwater, General Capital Improvements and Water/Wastewater. The cost allocation plan provides for a direct department charge in lieu of an interfund transfer resulting in more complete financial disclosure. Similarly, the Fleet division provides services for other departments and costs are allocated accordingly.

Tax Rate

Although the operating tax rate will be advertised, per Florida statute, as an increase of 4.70% above the rolled back tax rate, the total millage is equal to the current millage rate. The impact on individual property owners will be dependent upon the change in their taxable value but will most likely result in a decrease in the City tax bill.

Budget Advisory Board Recommendation

The Budget Advisory Board reviewed the proposed FY 2021-22 budget on June 23rd and recommends adoption as presented.

Strategic Goal Setting & Financial Planning Process

The strategic goal setting and financial planning process consists of the following components:

- City Commission Strategic Planning Workshop.
- Financial Trends Workshop.
- Capital Improvement Workshop.
- Proposed Budget Workshop.

Strategic Planning

The City of Ormond Beach, population 40,000, is a beachside community on the east coast of Central Florida that prides itself on providing a high quality of life for all. As nearby communities have transformed into densely populated and congested areas, Ormond Beach has strategically managed growth to retain its charm and character. Instrumental in this effort is the city's long history of engaging residents to help shape their community.

In 2015, as economic recovery started to gain momentum, the city conducted two community workshops in which Ormond Beach residents shared their dreams and aspirations for the future of the city. Because of the importance in gathering input at this critical time, the city launched a partnership with the Florida Institute of Government at the University of Central Florida to facilitate the workshops called "community conversations." The facilitator summarized the information from the workshops and incorporated it into the City Commission's formal strategic planning process.

Utilizing this information, key strategic goals were developed and tracked through the City Commission agenda process. In 2016 & 2017, working again with UCF, the City Commission evaluated the progress of and updated the key strategic goals.

In 2018, the City of Ormond Beach conducted an extensive citizen engagement process, The OB Life, to fully engage the community to help determine the kind of city Ormond Beach would be in the future. A series of six community forums were held addressing community development; transportation and livable communities; environment and water quality; public safety; leisure and culture; and economic development. Nearly 700 people attended the meetings where they heard presentations from 17 speakers, participated in small group discussions, and posed more than 600 questions which are all answered by city staff and posted on the city's website. This comprehensive process provided community education and gathered valuable input that guided the discussions of the Mayor and City Commissioners during the strategic planning workshop held on February 27, 2019, which was also attended by the City Manager, City Attorney and the city's senior staff.

Using the information gathered from participants in The OB Life series, the Commissioners identified strategic issues the city should address along with specific objectives for the city to accomplish in the next few years. The final activity of the workshop was for the City Commission to select and refine priority objectives for implementation.

Following is a summary of the discussions and conclusions reached at the workshop.

GOAL AREA: COMMUNITY DEVELOPMENT

GOAL STATEMENT:

To ensure the charm and rich history of our community is well maintained through orderly development and redevelopment utilizing existing infrastructure, including utility service areas outside the City's municipal boundaries.

Priority Objective:

Develop an annexation policy for future growth

Progress Measures:

- Number of parcels available for voluntary annexation
- Number of parcels in Volusia County ISBA area suitable for annexation
- Number of properties outside city limits with water and sewer agreements
- Development of annexation policy
- Execution of annexation agreements
- Analysis of service delivery costs

Other Objectives:

Complete Downtown Master Plan Update

Identify and develop strategies to deal with future impacts of Daytona Beach development that boarders the south side of SR40 West

GOAL AREA: ECONOMIC DEVELOPMENT

GOAL STATEMENT:

To ensure the economic health and vitality of the City of Ormond Beach by providing an environment allowing businesses to thrive through retention, expansion, and attraction.

Priority Objective

Continue attracting and retaining high wage jobs/businesses to the city—development of Ormond Crossings

Progress Measures:

- Number of Business Recruitments
- Number of Business Expansions
- Number of Business Retentions

Other Objectives

Identify and develop pad ready sites at airport and Ormond Crossings

Negotiate with County to expand CRA along A1A to Daytona Beach

Construct open access road between Business Park and Pineland Trail

Continue economic development incentive program

Develop PILOT (Payment in Lieu of Taxes) Policy

GOAL AREA: GOVERNANCE

GOAL STATEMENT:

To build and maintain strong governance practices internally and externally through continued civic engagement efforts with residents, effective management and operational policies, and strategic partnerships with other governments and agencies to support the city's directions.

Priority Objective

Improve public information outreach—social media and other methods

Progress Measures:
- Hire Public Information Officer—June 2019
- Develop Social Media Strategy– August 2019
- Increased social media engagements—December 2019

Develop multi-year employment agreements with all three bargaining units

Progress Measures:
- New three-year agreements with the City's union

Make Ormond Beach a pet-friendly community—create an anti-tethering ordinance

Progress Measures:
- Anti-Tethering Ordinance Adopted

Other Objectives

Utilize Supervisor of Elections Office for campaign reporting—develop policy

Explore acquisition of new agenda management system and ADA accessibility compliance

Continue legislative advocacy program—Home Rule

GOAL AREA: PUBLIC SAFETY

GOAL STATEMENT:

To provide a safe and secure city that maintains a sense of security and responsiveness for all residents; by protecting and serving our community through the provision of effective, efficient and responsive emergency services.

Priority Objective

Complete feasibility study and identify funding options for new Police Station/Emergency Operations Center

Progress Measures:

- Completion of feasibility study—September 2019
- Completion of space needs analysis—January 2020
- Identify funding options—January 2021

Work with private sector to bring emergency services back to beachside

Progress Measures

- Identify community needs
- Identify available locations
- Meet with medical provider

Other Objectives

Purchase latest and up-to-date equipment for all first responders

Develop a long-range plan for purchase of emergency equipment and vehicles

GOAL AREA: QUALITY OF LIFE

GOAL STATEMENT:

To ensure Ormond Beach remains the crown jewel of central Florida, by providing for the quality, quantity and variety of passive and active recreation areas and facilities to serve the needs of our community.

Priority Objective

Update parks/recreation master plan including LED lighting, linear parks, and Central Park Expansion

Progress Measures

- Prepare Request for Proposals and award contract for Parks and Recreation Master Plan Study – May 2020
- Identify areas for Central Park expansion—September 2020
- Evaluate LED lighting projects for FY 2020-2021 CIP
- Evaluate Linear Parks for FY 2021-2022 CIP

Other Objectives

Complete Cassen Park Upgrade

Expand Activities at the Environmental Discovery Center

- Explore feasibility/funding for concrete pier, seek partners
- Complete feasibility/funding option for proposed uses of the church property
- Explore grant opportunities to restore and preserve Chief Tomokie Statue

Bring back Santa Land at The Casements

GOAL AREA: TRANSPORTATION

GOAL STATEMENT:

To develop and maintain a balanced, efficient and safe transportation system incorporating multi-modal strategies while working in conjunction with partners, including, other cities, county, and regional organizations, as well as state and federal partners.

Priority Objective

Work with County, State and Daytona Beach to develop Hand Ave. Extension

Progress Measures

- Include Hand Ave Extension in TPO 5 Year Plan
- FDOT Conduct preliminary design & environmental assessment
- FDOT Approve budget appropriation for design & engineering
- FDOT Approve budget for construction

Other Objectives

Add double left turn lanes on Beach Street going east onto Granada Blvd.

Redesign and rebuild I-95/US1 Interchange.

Continue implementation of adaptive signalization system

Increase multi-modal transportation options—Virgin Train station, bike paths, ferry and pedi-cabs

GOAL AREA: WATER QUALITY & ENVIRONMENT

GOAL STATEMENT:

To maintain the City's environmental stewardship by reducing negative impacts of pollutants to waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents.

Priority Objective

Septic to sewer - invest $1M in phase one —Design and permitting of 700 homes on the North Peninsula

Progress Measures

- Include funding for design for Septic to Sewer in FY 2019-2020 CIP
- Present needs at State Local Legislative Delegation Meeting in September 2019
- Seek Legislative appropriation for design costs, March 2020
- Seek St. John's River Water Management Grants, March 2020

Other Objectives

Development of fertilizer ordinance

Expand reclaimed water system to other areas based upon availability and participation.

Educating and eliminating use of plastics—straws, bottles, etc.

Capital Improvement Program Workshop

After the completion of strategic goal setting and financial trend analysis, the City develops the capital improvement program and presents it to the City Commission at a workshop.

The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year period. Departments submit capital improvement requests to the Finance Director (capital projects with a cost of $25,000 or greater). The Finance Director and City Manager meet with departments to discuss their requests. The Leisure Services Advisory Board, Quality of Life Board, Aviation Advisory Board, and Public Works Board also provide recommendations for consideration. The proposed capital improvement plan is reviewed and finalized by the City Commission during a workshop in June. Projects recommended for funding in the next fiscal year are incorporated into the proposed annual budget. The CIP workshop focuses on the following areas:

- Developing a consensus with respect to appropriating the necessary funding for the upcoming budget years.

- Developing a consensus on the level of funding for property tax supported projects included in the following categories: Facilities Renewal and Replacement, General Capital Improvement and Transportation. Also discuss the addition of a dedicated millage for General Vehicle Replacement.

- Projects included in the CIP will be funded based on one or more of the following factors with maintenance or upgrade of existing facilities being the highest priority:

  - Involves necessary or planned maintenance, renovation or construction of an existing facility, equipment or infrastructure.

  - Reflects a prior multi-year commitment previously approved by the City Commission.

  - Enhances the use or appearance of an existing facility or City-maintained public area.

  - Included in a previous Master Plan or conceptual plan previously considered and endorsed or reviewed by the City Commission.

Budget Development and Workshop

Departments submit annual budget requests (personnel and operating) to the Finance Director in April. Department requests are reviewed by the City Manager and Finance Director. Thereafter, the proposed budget is provided to the City Commission for review prior to the budget workshop held in mid-July. This workshop is a culmination of the aforementioned planning workshops. Changes to the proposed budget and tax rate are discussed during this workshop. The tentative tax rate is approved by the City Commission during a regular meeting in July. The final tax rate and budget are approved by the City Commission in September.

POLICIES
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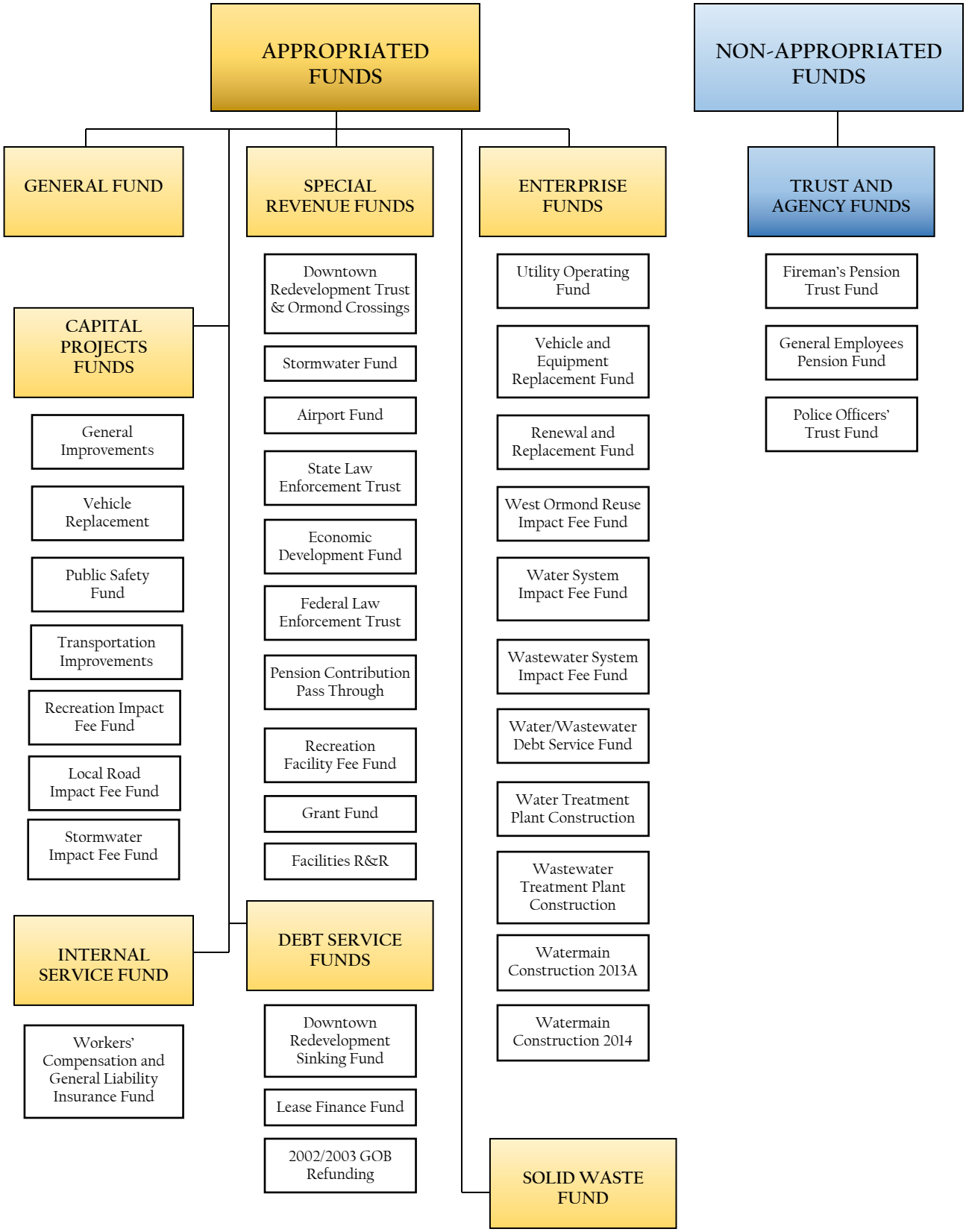
BUDGET CALENDAR

DATE	ACTIVITY
June 4	Budget Requests due from Depts.
June	Budget Review Meetings with City Manager
June 18	Capital Improvement Plan & Draft Budget submitted to City Commission
July 1	Certification of taxable value submitted to City
July 8	Budget document submitted to City Commission
July 13	Operating Budget Workshop
July 20	Approval of tentative millage levy at regular City Commission meeting (7:00 at City Commission Chambers)
September 8	First Public Hearing to adopt proposed millage rates and budget
September 22	Second and Final Public Hearing to adopt Final millage rates and budget.

FUND STRUCTURE



MAJOR FUNDS

GOVERNMENTAL FUND TYPES

1. **General Fund** - The General Fund is the general operating fund of the City. It is used to account for all financial resources, except those required to be accounted for in another fund.

2. **Special Revenue Funds** - Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

   - **Downtown Redevelopment Trust and Ormond Crossings Funds -** Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.
   - **Stormwater Drainage Utility Fund** - The fund's purpose is to provide maintenance to the City's existing stormwater drainage system. Revenues are provided from user charges assessed to utility customers.
   - **Municipal Airport Fund** - The fund accounts for the financial activities of the Ormond Beach Airport. The airport was deeded to the City in 1959. The agreement restricts the use of the land and revenues derived from aviation related purposes. The airport is funded through rentals and lease revenues, grant revenues and transfers from the General Fund.
   - **Local Law Enforcement Trust Fund** - Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.
   - **Economic Development Fund -** This fund accounts for the City's proceeds of land sales and development costs associated with the City's airport business park.
   - **Federal Law Enforcement Trust Fund** - Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.
   - **Pension Contribution Pass Through** - Used to account for State contributions to the Police and Fire pension funds.
   - **Recreational Facility Use Fee Fund** - This fund accounts for impact fees assessed against users of recreation and cultural facilities within the City. Use of these funds is limited to expansion of those facilities.
   - **Grant Funds** - This fund accounts for proceeds of federal and state financial assistance and related capital expenditures.
   - **Facilities Renewal and Replacement** - This fund accounts for dedicated tax revenue used to maintain City facilities.

3. **Debt Service Funds** - Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

- **Financing Debt Service Fund** - This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.
- **2002 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2002 General Obligation Bonds. Revenues include ad valorem property taxes and interest on investments.
- **2003 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2003 General Obligation Bonds. The proceeds of this debt issue were utilized to construction Fire Station #92. Revenues include ad valorem property taxes and interest on investments.
- **2004 Revenue Bonds** - This fund records principal and interest payments on Series 2004 Revenue Bonds. The proceeds of this bond issue were used to construct Fire Station #91.
- **2010 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2010 General Obligation Bonds. The proceeds of this debt issue were utilized to construction a beachfront park

4. **Capital Projects Funds** - Capital Projects Funds are used to account for financial resources to be used for equipment replacement or the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

- **Capital Improvement Fund** - This fund is used to account for capital assets acquisitions and construction from general government resources and intergovernmental grants.
- **Equipment Renewal and Replacement Fund** - This fund accounts for replacement of existing capital assets provided by general government resources.
- **Public Safety Vehicle & Equipment Fund** - This fund accounts for replacement of vehicles and equipment for public safety provided by general government resources.
- **Transportation Improvements Fund** - This fund is used to account for transportation related capital infrastructure acquisition and construction from general government resources.
- **Recreation Facilities Impact Fee Fund** - This fund accounts for impact fees assessed and collected against new construction activities. Use of funds is restricted for expansion of existing recreational facilities or construction of new recreational facilities.
- **Local Roads Impact Fee Fund** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion of existing local roadway links or construction of new local roadways.
- **Stormwater Drainage Impact Fee Fund** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion of existing stormwater management facilities or construction of new stormwater management facilities.

PROPRIETARY FUND TYPES

1. **Enterprise Funds** - Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or

services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

- **Water and Wastewater Fund** - This fund is used to account for general water and sewer operations. The primary source of funding is user charges to water and sewer customers.
- **Water and Wastewater Vehicle and Equipment Replacement** - This fund accounts for replacement of existing vehicles and equipment for the benefit of Water and Wastewater.
- **Water and Wastewater Renewal and Replacement** - This fund accounts for replacement of existing capital assets for the benefit of Water and Wastewater.
- **Water and Wastewater Debt Service** - Used to account for principal and interest payments resulting from the issuance of revenue bonds and other forms of debt.
- **West Ormond Reuse Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of reuse facilities.
- **Water Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of water facilities.
- **Wastewater Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of wastewater facilities.
- **Water Treatment Plant Construction** - This fund accounts for the construction costs associated with the expansion of the water treatment plant.
- **Wastewater Treatment Plant Construction** - Used to account for the construction costs associated with the rehabilitation and expansion of the wastewater treatment plant and wastewater system.
- **Watermain Construction 2013A** - This fund accounts for construction costs associated with the first phase of the 2 inch watermain replacement program.
- **Watermain Construction 2014** - This fund accounts for construction costs associated with the second phase of the 2 inch watermain replacement program.
- **Solid Waste Fund** - Used to account for activities associated with the removal of trash and debris. Expenditures are funded through user charges to customers.

2. **Internal Service Fund** - The Internal Service Fund is used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis.

- **Workers Compensation Fund** – This fund is used to account for expenditures associated with providing workers compensation coverage to employees.
- **General Liability Insurance Fund** - This fund is used to account for expenditures associated with providing general liability coverage to employees.

FIDUCIARY FUND TYPES

1. **Trust and Agency Funds** - Trust and Agency Funds account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds. ***These funds are not included in the adopted budget.***

   - **Firemen's Pension Fund** - Used to account for employee and employer contributions towards the Firemen's pension fund.
   - **Police Officer's Pension Fund** - Used to account for employee and employer contributions towards the Police Officer's pension fund.
   - **General Employee's Pension Fund** - Used to account for employee and employer contributions towards the General Employee's pension fund.

FINANCIAL POLICIES

The accounting policies of the City of Ormond Beach conform to generally accepted accounting principles as applicable to governments. The following is a summary of the most significant accounting and budgeting policies.

FUND ACCOUNTING

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The purposes of the City's various funds and account groups are as follows:

1. **BASIS OF BUDGETING**
   The *basis of budgeting* for all funds is the same as the basis of accounting noted below.

2. **BASIS OF ACCOUNTING**
   Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

   All Governmental Funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. Revenues that are susceptible to accrual include taxes, intergovernmental revenues, charges for services and investment earnings. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt which are recognized when due.

   All Proprietary Fund Types and Pension Trust Funds are accounted for using the accrual basis of accounting. Their revenues are recognized when earned and expenses are recognized when incurred.

BUDGET POLICIES

1. **BALANCED BUDGET**
   The City will adopt a balanced budget annually. A balanced budget occurs when revenues plus use of available fund balance equals expenditures with individual funds.

2. **BUDGET TRANSFERS AND AMENDMENTS**

   - **Administrative Approval of Intra-departmental Budget Transfers**
     Any budget transfer between line item expenditures accounts (personal service, operating, and capital outlay) that does not increase or decrease the approved total appropriation of a department within the same fund and is less than $25,000 shall be reviewed by the Budget Director and approved by the City Manager or his designee.

   - **Commission Approval of Budget Transfers**
     The following budget transfers shall be approved by a majority vote of the City Commission:

     - Transfers of $25,000 or more
     - All interfund transfers

   - **Commission Approval of Budget Amendments**
     The following budget amendments shall be approved by Resolution by a majority vote of the City Commission:

     - Recognition of non-budgeted and unanticipated revenues received during the fiscal year.
     - Any increase or decrease in appropriated fund balance.
     - Any increase or decrease in the total approved appropriation of a fund.

REVENUE GUIDELINES

The City employs the following revenue guidelines as part of the budget development process:

1. The General Fund operating budget millage rate will be based on a 96% tax collection rate as computed against the Current Year Gross Taxable Value as shown on Form DR-420 provided to the City by the Volusia County Property Appraiser.

2. The City will annually review Charges for Service to ensure that the fee structure, at a minimum, maintains the current level of cost recovery.

3. Ensure that fees charged in enterprise operations are calculated at a level that will support all direct and indirect costs of the enterprise.

4. Ensure that the basis for computing indirect cost allocations are reviewed annually and are based on prudent and defensible assumptions.

5. Revenue projections for all major non-ad valorem revenue sources will be based on prudent trend analysis that considers current and projected economic conditions. Budget projections for State-shared revenues will consider State of Florida estimates that are contained in the Local Government Financial Information Handbook as one of several factors for determining final revenue estimates.

6. Ensure that the City does not accept any revenue source whose terms of acceptance or collection may adversely affect the City.

7. The use of revenues which have been pledged to bond holders will conform to bond covenants which commit those revenues.

8. The undesignated fund balance in the General Fund will be maintained at no less than 15% of the total General Fund budget exclusive of budgeted reserves for contingency.

9. Water and Wastewater Impact fees will be set at a level that recovers the highest percentage of the cost of future capacity as permitted by law.

10. In financing capital improvements through the use of General Obligation Bonds, the City shall limit outstanding indebtedness to no more than 5% of current gross taxable value.

APPROPRIATION GUIDELINES

1. The City Commission adopts the annual budget at the fund level, whereas department managers prepare their respective budgets at the program level and allocate appropriations to specific line items in order to provide services at the current level of service.

2. Personal services are estimated based on collective bargaining provisions governing salary adjustments, whereas salary adjustments for non-bargaining unit employees are based on parameters defined by the City Manager and approved by the City Commission. Pension amounts are based on the defined level of funding as determined by the city's actuary. Health insurance premiums for employee coverage are estimated based on current market conditions that affect annual premium adjustments.

3. The emphasis in preparing the annual budget is on the development of performance outcomes and the relationship of those outcomes to providing the current or enhanced level of service and the budget resources needed to accomplish the identified service level.

4. The budget request for all programs will include an itemized list of capital equipment with a unit value of $5,000 or more and a separate line item appropriation for vehicle depreciation that will fund future replacement of city vehicles and heavy equipment based on the vehicle replacement schedule developed by the Fleet Manager and Finance Director.

5. Annually, the City Manager will have a comprehensive Five Year Capital Improvements Program (CIP) developed for review and approval by the City Commission. The Five Year CIP will identify and schedule priority capital improvements and provide recommended financing and the estimated operating budget impact for each project.

6. The level of classification detail at which expenditures may not legally exceed appropriations is the fund level. Department Directors and Division Managers are held accountable for their respective budgets at the program level.

7. Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if unperformed contracts/receipt of goods or services in process at year-end are completed. Such encumbrances do not constitute expenditures or liabilities, but rather reservations of fund balance for subsequent years' appropriation.

8. Debt service millage will be set at levels which will generate sufficient revenue to make all required principal and interest payments.

CITY OF ORMOND BEACH FUND BALANCE POLICY

1. **INTRODUCTION**
   Sound financial principles dictate that adequate fund balance will be maintained in order to reduce the risks associated with revenue shortfalls, natural disasters, and unanticipated expenditures. As such, the City hereby establishes a Fund Balance policy in accordance with Governmental Accounting and Standards Board Statement (GASB) No. 54.

2. **FUND BALANCE CLASSIFICATIONS**

   - **Non-Spendable Fund Balance** - Amounts that cannot be spent because of the following reasons:
     - not in spendable form
     - legally or contractually required to be maintained intact. Non-Spendable Fund Balance includes items such as inventory, prepaid expenses, and long-term receivables.

   - **Restricted Fund Balance** - Amounts constrained to being used for specific purposes by external parties. Examples of constraints on use of fund balance include those imposed by debt covenants, enabling legislation, and grantors.

   - **Committed Fund Balance** - Amounts that can be used only for the specific purposes determined by formal action of the City Commission. The specific purpose may only be altered or removed by the City Commission taking the same formal action used to originally impose the constraint. The balance must be determined by the close of the fiscal year.

   - **Assigned Fund Balance** - Amounts intended to be used for a specific purpose. The intended purpose may be determined by the City Commission, City Manager, or Finance Director.

   - **Unassigned Fund Balance** - This classification represents any fund balance that has not been classified as non-spendable, restricted, committed, or assigned.

3. **MINIMUM LEVEL OF UNASSIGNED FUND BALANCE (GENERAL FUND)**
   The City will attempt to maintain unassigned fund balance of 15% of budgeted annual expenditures for the current year in the General Fund. Unassigned fund balance in the General Fund which is in excess of the 15% target may be used for any purpose designated by the City Commission as set forth in the annual budget and subsequent budget amendments. The City will attempt to avoid use of unassigned fund balance for recurring expenditures.

   If, after the annual audit, the unassigned fund balance is determined to be below 15%, the Finance Director will notify the City Commission. The Finance Director will provide a plan to reduce expenditures and/or increase revenues in order to restore the fund balance with a timeframe determined by the City Commission.

4. CLASSIFICATION OF FUND BALANCE (GENERAL FUND)

- **Non-Spendable Fund Balance:**
  - Advances to Other Funds-Advances made by the General Fund to address negative balances in other funds.
  - Prepaids
  - Inventories

- **Restricted Fund Balance**
  Restricted fund balance reserves in the General Fund consist of:

  - Frazier Trust-Funds held by the City for use by the Ormond Memorial Art Museum to establish an endowment as stipulated in the final judgment entered by Judge Rouse on July 21, 1997.

- **Committed Fund Balance**

  - Ormond Beach Sports Complex-Funds received from the Volusia County School Board in connection with an agreement dated October 21, 2008 and approved by the City Commission with Resolution 2008-202.

- **Assigned Fund Balance**
  The City Commission hereby establishes the following assigned fund balance reserves in the General Fund:

  - Assignment to Subsequent Year's Budget-Assigned fund balance may be designated for use in the subsequent year's budget by the City Commission, City Manager or Finance Director to appropriate a portion of unassigned fund balance for the purpose of eliminating projected deficits.

- **Unassigned Fund Balance**
  The City Commission hereby establishes the following unassigned fund balance reserves in the General Fund:

  - Revenue Stabilization - The City hereby establishes a budget stabilization fund of $2 million. The budget stabilization fund will be utilized to ensure adequate funding is available to maintain services during periods of significant revenue declines (both anticipated and unforeseen). Furthermore, the reserve can be used to address unfunded mandates.

    The use of budget stabilization reserves which may be appropriated in the subsequent year's budget is limited to $1 million or 50% of the revenue stabilization fund balance available.

    Use of unassigned fund balance will be authorized by the City Commission through approval of a budget ordinance in conjunction with the annual budget process or budget amendment.

- General Fund- The City will attempt to maintain unassigned fund balance of 15% of budgeted annual expenditures for the current year. This balance is in addition to the Revenue Stabilization fund balance.

5. **SPENDING ORDER OF FUND BALANCES**
   Restricted amounts will be used first unless there is a legal prohibition to doing so. The City will then utilize committed fund balance followed by assigned fund balance. Unassigned fund balance will be used last.

   The Revenue Stabilization balance will only be used to provide funding for existing services/programs and unfunded mandates when current revenues are insufficient. General Fund Unassigned Fund Balance will be used in all other cases which include funding for one-time expenditures/capital projects and increases in service levels/programming.

6. **LEVEL OF AUTHORITY**
   Committed Fund balance may only be established and revised by approval of the City Commission. The remaining reserve levels and policies herein may be revised and approved by the City Manager or Finance Director.

7. **EFFECTIVE DATE**
   This Policy took effect immediately upon adoption and will be applied beginning with the preparation of the City's September 30, 2011 Comprehensive Annual Financial Report and adoption of the City's Fiscal Year 2011-12 Budget.

CITY OF ORMOND BEACH PURCHASING POLICY

1. **INTRODUCTION**
   This document serves to provide uniform purchasing procedures for all individuals authorized to make purchases on behalf of the City of Ormond Beach. Every employee involved in the purchasing process is required to adhere to the requirements of this document as well as Chapter 2, Article IX, Division 3 of the City of Ormond Beach Code of Ordinance which outlines the regulations applicable to procurement by City employees.

2. **NEW VENDORS**
   The purchaser must submit the New Vendor Request form when making purchases from vendors who have not previously done business with the City.

3. **PURCHASING PROCEDURES**

- Purchases exceeding $25,000 require issuance of an invitation to bid or RFP:
  - Bid/RFP specifications are to be submitted to the Purchasing Coordinator for review along with a Bid/RFP Request Approval form.
  - Once the specifications have been approved, the Purchasing Coordinator will advertise the bid/RFP and post to DemandStar.
  - All bids/RFP's and corresponding amendments will be provided exclusively through DemandStar unless other arrangements are approved by the Purchasing Coordinator.
  - Recommendations for award will be determined as follows:
    - For invitations to bid, the Contract Manager will determine the lowest qualified, responsive, and responsible bidder.
    - For RFP's, a review committee will determine which proposal is deemed appropriate for recommendation of award.
  - A recommendation for award (via a CM memo) will be prepared by the Contract Manager and submitted to the Finance Director for approval. Once approved, the CM memo will be forward to the City Attorney and City Clerk for placement on the appropriate agenda.

- Purchases $2,500-$25,000:
  - The purchaser will obtain three written quotations.

- Purchases $501-$2,499:
  - The purchaser will obtain three verbal quotations.

- Special Purchasing Issues:
  - Sole source procurement where there is only one source for the required item(s) or service(s).
    - The purchaser must submit a Sole Source Procurement form to the Purchasing Coordinator prior to making such purchases.
    - The Sole Source Procurement form will be posted on DemandStar for ten days prior to making such purchases.

- Emergency procurements may be authorized by the Finance Director when there exists a threat to public health, welfare or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.
    - The purchaser must submit a memo to the Finance Director outlining the need to make an emergency purchase in advance of making such purchase.
- Change orders
    - If the cumulative value is less than $25,000, City Commission approval is NOT required prior to the authorization of additional work. The City Commission will be notified upon completion of the project of the total change order amount.
    - If/when the cumulative value exceeds $25,000, City Commission approval must be received prior to the authorization of additional work.

4. PURCHASE REQUISITIONS

- Purchase requisitions should be entered for ALL items/services with the following exceptions:
    - Travel reimbursement-In lieu of a purchase requisition, employees should submit a Travel Request Voucher and applicable supporting documentation prior to undertaking any travel. **An employee may elect to pay the cost of travel and receive reimbursement thereafter or have payment made directly to the appropriate vendors.**
    - Debt Service payments
    - Reimbursements to employees, civic organizations, entertainers
    - Refunds
    - Employee/Retiree benefit payments
    - Waste Management monthly disbursements

- Except as noted above, no purchases shall be made until a purchase requisition has been entered and all approvals have been received.

- Education reimbursement is first approved by submittal of the Education Reimbursement Request form. Once all necessary signatures have been obtained, a purchase requisition should be entered.

- All vendors who are provided services to the City must be licensed accordingly. It is the purchaser's responsibility to contact the City's building division and validate that the vendor has obtained all applicable business licenses.

- The purchaser is expected to verify that the vendor chosen has met the applicable insurance requirements as specified in Resolution 2011-116 dated 8/16/11.
    - Insurance requirements can be found in the New Vendor attachment.
    - Existing insurance certificates will be maintained by the Risk Manager and are available for review by the purchaser at S:\VendorInsurance

- If a valid insurance certificate is not available at S:\VendorInsurance, it is the purchaser's responsibility to obtain the necessary certificate(s) and email the certificate(s) to the Risk Manager.
- Once the Risk Manager has received the necessary insurance certificate(s), she will approve the requisition.

- If the purchase requires obtainment of written quotations, the quotations must be emailed to the Purchasing Coordinator. All quotations (whether verbal or written) should be documented within the electronic purchase requisition.

5. REQUEST FOR PAYMENT

- Invoices submitted to the Finance Department for payment should include:
  - Two signatures, one of which is a Department Head, Division Manager, or Supervisor/Foreman.
  - For purchases made with a purchase order:
    - Complete the receipts processing in Naviline.
    - Write the purchase order number on the invoice.
  - For purchases made without a purchase order, write the account number(s) on the invoice.
  - All invoices must be received by Tuesday at noon for payment on Friday of the same week.

6. CREDIT CARD USAGE

In the event a purchase can only be made via a credit card, the purchaser must first obtain the approval of the Finance Director and Purchasing Coordinator by submitting the Credit Card Approval form.

CITY OF ORMOND BEACH INVESTMENT POLICY

1. The City of Ormond Beach is hereby authorized to invest funds under its control, which are in excess of those funds required to meet short-term expenses, in the following instruments, and may divest itself of such investments, at prevailing market prices or rates, subject to the limitations stated:
    a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes;
    b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
    c) Savings accounts in state-certified qualified public depositories, as defined in Section 280.02, Florida Statutes;
    d) Certificates of deposit in state-certified qualified public depositories, as defined in Section 280.02, Florida Statutes;
    e) Direct obligations of the U.S. Treasury; and
    f) Federal instrumentalities. Agencies and instrumentalities.

2. The securities listed in subparagraphs (c), (d), (e), and (f) of Paragraph 1 shall be invested to match investment maturities with known cash needs and anticipated cash-flow requirements.

3. This Investment Policy shall not apply to pension funds, trust funds, or funds related to the issuance of debt, provided that there are other existing policies or indentures in effect for such funds.

The complete policy can be found in the appendix of this document.

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BUDGET SUMMARY

ALL FUNDS SUMMARY

The FY 2021-22 budget includes total net appropriations of $81.2 million

ALL FUNDS SUMMARY			
	Actuals	Budget	Budget
Description	**FY 2019-20**	**FY 2020-21**	**FY 2021-22**
General Fund (001)	**34,500,783**	**35,128,715**	**37,753,928**
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	1,546,030	1,319,515	2,129,601
Ormond Crossings Trust Fund (106)	-	232,533	255,461
Stormwater Utility Fund (107)	2,807,050	2,531,000	2,531,000
Airport Fund (108)	354,837	864,137	2,657,240
Local Law Enforcement Trust Fund (109)	134,926	100,000	65,800
Economic Development Fund (110)	48,306	2,055,000	-
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	670,572	850,000	800,000
Recreation Facility Fee Fund (115)	11,351	41,600	41,600
Grants Fund (116)	1,009,861	25,000	-
Total Special Revenue Funds	**6,582,933**	**8,018,785**	**8,480,702**
Debt Service Funds:			
Financing Debt Service Fund (205)	559,350	706,111	730,798
2002 GOB Debt Service Fund (209)	-	-	-
2003 GOB Debt Service Fund (210)	111,417	116,208	114,934
2004 Revenue Bond Fund (211)	156,544	156,000	157,000
2010 Beachfront Park Bond Fund (220)	367,982	348,623	352,747
Total Debt Service Funds	**1,195,293**	**1,326,942**	**1,355,479**
Capital Improvement Funds:			
Capital Improvements Fund (301)	2,312,564	1,405,907	534,075
Equipment Renewal & Replacement Fund (302)	538,416	452,363	421,363
Public Safety Vehicle & Equipment Fund (305)	-	-	2,148,225
Transportation Improvements Fund (308)	1,539,305	2,287,088	2,835,677
Recreational Impact Fee Fund (310)	800,000	125,000	125,000
Local Road Impact Fee Fund (316)	-	60,000	60,000
Facilities Renewal & Replacement Fund (317)	895,324	502,317	693,000
Stormwater Impact Fee Fund (318)	-	25,000	25,000
Total Capital Improvement Funds	**6,085,609**	**4,857,675**	**6,842,340**
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	20,793,689	22,931,895	21,810,055
Vehicle Replacement Fund (408)	208,015	164,000	200,000
Renewal & Replacement Fund (409)	5,299,787	4,807,000	7,627,865
Water/Wastewater Consolidated Debt Service Fund (414)	1,029,858	5,220,000	5,228,000
West Ormond Reuse Impact Fee Fund (433)	-	-	-
Water System Impact Fee Fund (434)	397,723	2,384,175	520,000
Wastewater System Impact Fee Fund (435)	1,434,564	400,000	400,000
Total Water and Wastewater Funds	**29,163,636**	**35,907,070**	**35,785,920**
Solid Waste Fund (460)	**9,144,346**	**9,070,267**	**9,444,232**
Workers Compensation Fund (502)	**871,286**	**1,159,612**	**801,612**
General Liability Fund (504)	**1,382,400**	**1,183,853**	**1,260,253**
TOTAL BUDGET APPROPRIATION	**88,926,286**	**96,652,919**	**101,724,466**
Less: Interfund Transfers	**(10,941,419)**	**(16,456,970)**	**(16,025,406)**
Fleet Operations (Internal Service Charges)	**(1,316,960)**	**(1,233,777)**	**(1,380,289)**
Engineering (Internal Service Charges)	**(962,868)**	**(1,192,244)**	**(1,088,022)**
Consolidated Insurance Fund (Internal Service Charges)	**(2,657,877)**	**(2,343,465)**	**(2,061,865)**
TOTAL NET BUDGET	**73,047,162**	**75,426,463**	**81,168,884**

BUDGET SUMMARY

BUDGET THREE YEAR SUMMARY
CITY OF ORMOND BEACH, FLORIDA

REVENUES	Actuals FY 2019-20	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Taxes	22,822,852	22,807,694	23,815,350	1,007,656	4.42%
Licenses and Permits	6,980,013	6,649,850	6,808,950	159,100	2.39%
Intergovernmental Revenue	7,754,382	7,114,013	12,741,472	5,627,459	79.10%
Charges for Service	33,214,831	33,210,865	33,842,665	631,800	1.90%
Fines and Forfeitures	77,528	80,000	73,000	(7,000)	-8.75%
Miscellaneous Revenues	4,058,232	3,240,310	3,195,271	(45,039)	-1.39%
TOTAL SOURCES	**74,907,837**	**73,102,732**	**80,476,708**	7,373,976	10.09%
Transfers In	15,120,338	16,456,970	16,025,406	(431,564)	-2.62%
Bond Proceeds and Other Sources	0	6,943,217	5,222,352	(1,720,865)	-24.78%
TOTAL REVENUES, TRANSFERS AND BALANCES	**90,028,175**	**96,502,919**	**101,724,466**	5,221,547	5.41%

EXPENDITURES	Actuals FY 2019-20	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Government Services	10,124,906	10,368,543	11,219,005	850,462	8.20%
Public Safety	18,179,622	18,125,034	18,910,320	785,286	4.33%
Physical Environment	26,161,458	25,496,135	28,970,150	3,474,015	13.63%
Transportation	6,926,145	8,584,164	9,594,699	1,010,535	11.77%
Economic Environment	461,989	2,445,128	382,023	(2,063,105)	-84.38%
Human Services	117,127	316,528	191,528	(125,000)	-39.49%
Leisure Services	9,607,130	6,436,572	6,758,294	321,722	5.00%
Debt Service	6,406,490	6,537,023	6,572,123	35,100	0.54%
TOTAL EXPENDITURES	**77,984,867**	**78,309,127**	**82,598,142**	4,289,015	5.48%
Transfers Out	10,941,419	16,456,970	16,137,588	(319,382)	-1.94%
Contingency	0	1,736,822	2,988,736	1,251,914	72.08%
TOTAL APPROPRIATED EXPENDITURES, RESERVES AND BALANCES	**88,926,286**	**96,502,919**	**101,724,466**	5,221,547	5.41%

CHANGE IN FUND BALANCE

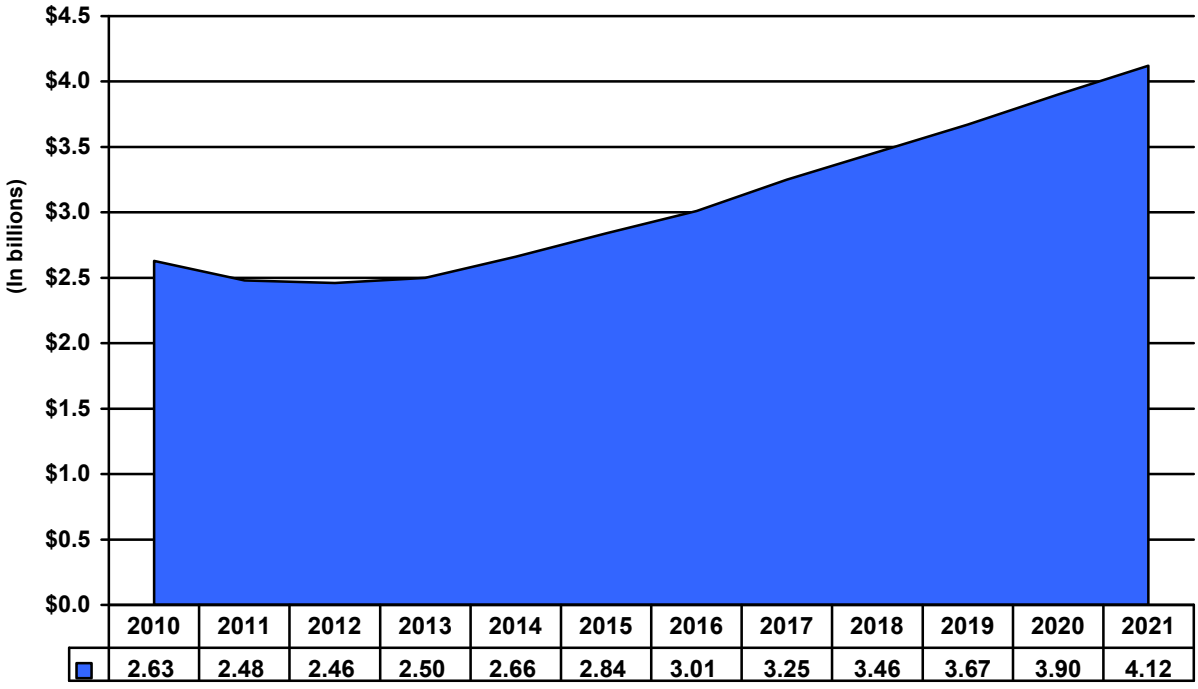
Description	Estimated Beginning Fund Balance	Budget Revenue FY 2021-22	Budget Expenditures FY 2021-22	Use of Fund Balance	Estimated Ending Fund Balance
GENERAL FUND (001)	**10,987,261**	36,115,221	**37,753,928**	**1,638,707**	9,348,554
SPECIAL REVENUE FUNDS					
DOWNTOWN REDEVELOPMENT TRUST FUND (104)	1,631,166	1,244,432	2,129,601	885,169	745,997
ORMOND CROSSINGS TRUST FUND (106)	541,485	255,461	255,461	-	541,485
STORMWATER UTILITY FUND (107)	7,643,507	2,531,000	2,531,000	-	7,643,507
AIRPORT FUND (108)*	(621,309)	2,593,549	2,657,240	63,691	(685,000)
LOCAL LAW ENFORCEMENT TRUST FUND (109)	88,248	-	65,800	65,800	22,448
ECONOMIC DEVELOPMENT FUND (110)	55,426	-	-	-	55,426
STATE LAW ENFORCEMENT TRUST FUND (112)	6,000	-	-	-	6,000
PENSION CONTRIBUTION PASS THROUGH (113)	-	800,000	800,000	-	0
RECREATION FACILITY FEE FUND (115)	385,195	41,600	41,600	-	385,195
GRANTS FUND (116)	16,574	-	-	-	16,574
TOTAL SPECIAL REVENUE FUNDS	**9,746,292**	**7,466,042**	**8,480,702**	**1,014,660**	**8,731,632**
DEBT SERVICE FUNDS					
FINANCING DEBT SERVICE FUND (205)	198,359	730,798	730,798	-	198,359
2002 GOB DEBT SERVICE FUND (209)	139,137	-	-	-	139,137
2003 GOB DEBT SERVICE FUND (210)	90,590	114,934	114,934	-	90,590
2005 REVENUE BOND FUND (211)	11,925	157,000	157,000	-	11,925
2010 BEACHFRONT PARK BONDS (220)	12,194	352,747	352,747	-	12,194
TOTAL DEBT SERVICE FUNDS	**452,205**	**1,355,479**	**1,355,479**	**-**	**452,205**
CAPITAL PROJECT FUNDS					
CAPITAL IMPROVEMENTS FUND (301)	976,182	534,075	534,075	-	976,182
EQUIPMENT RENEWAL AND REPLACEMENT FUND (302)	1,784,480	202,136	421,363	219,227	1,565,253
PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305)	-	-	2,148,225	-	-
TRANSPORTATION IMPROVEMENTS FUND (308)	2,675,547	1,824,658	2,835,677	1,011,019	1,664,528
RECREATION IMPACT FEE FUND (310)	223,561	125,000	125,000	-	223,561
LOCAL ROAD IMPACT FEE FUND (316)	1,132,848	60,000	60,000	-	1,132,848
FACILITIES RENEWAL & REPLACEMENT (317)	570,609	503,358	693,000	189,642	380,967
STORMWATER IMPACT FEE FUND (318)	544,894	25,000	25,000	-	544,894
TOTAL CAPITAL PROJECTS FUNDS	**7,908,121**	**3,274,227**	**6,842,340**	**1,419,888**	**6,488,233**

*Deficit is being funded through an advance from the General Fund

REVENUE HIGHLIGHTS

OVERVIEW:
Citywide net revenues and use of prior year's reserves for FY 2021-22 are budgeted at $81,168,884.

TAXABLE VALUE:
The 2021 taxable value is $4.12 billion, an increase of $216 million from the 2020 taxable value. The increase in taxable value includes $180 million from existing properties and $36 million from new construction and annexations.



PROPERTY TAX REVENUE & RATES:

General operating revenue available for general operations and capital improvements is estimated to be $15.5 million.

Summary of Property Tax Rates

	Fund	FY 2020-21	FY 2021-22	$ Var	% Var
General Fund	001	3.4168	3.3478	(0.0690)	-2.02%
Facilities Renewal & Replacement	317	0.1340	0.1270	(0.0070)	-5.22%
Capital Improvements	301	0.1070	0.1020	(0.0050)	-4.67%
Vehicle & Equipment R & R	302	0.1150	0.0510	(0.0640)	-55.65%
Transportation Improvements	308	0.1340	0.1270	(0.0070)	-5.22%
Public Safety Fund	305	-	0.1580	0.1580	0.00%
Subtotal - Operating Millage		**3.9068**	**3.9128**	**0.0060**	**0.15%**
Rate is 5.5% above rollback					
2003 GOB	210	0.0310	0.0290	(0.0020)	-6.45%
2010 GOB	220	0.0930	0.0890	(0.0040)	-4.30%
Subtotal - Debt Millages		**0.1240**	**0.1180**	**(0.0060)**	**-4.84%**
Combined City Tax Rate		**4.0308**	**4.0308**	**-**	**0.00%**

The operating tax rate is 3.9128 mills. The total tax rate (including debt service) is 4.0308 mills.

GENERAL FUND REVENUES

General Fund net revenues are budgeted to be $35,285,617 million, an increase of $2,582,923 from the previous year. The change includes an increase in property tax revenue of $460,488 resulting from an increase in the taxable value. Non-ad valorem tax revenue is expected to increase by $141,800 and Intergovernmental Revenue is expected to increase from the prior year budget by $1,248,800.

The largest components of General Fund revenue include:

- Property taxes ($13.3 million)
- Franchise fees ($3 million)
- Utility taxes ($4.2 million)
- Intergovernmental revenues ($4.1 million) which includes the half cent sales tax and municipal revenue sharing.
- Transfers to the General Fund ($4.7 million)

DOWNTOWN REDEVELOPMENT FUND:
Tax increment proceeds are the primary revenue source for the Downtown Development Fund. The incremental taxable value of the district increased by $4.2 million with 95% being captured within the fund. Revenue from tax increment proceeds are used for capital improvements within the district.

STORMWATER UTILITY FUND:
Revenues consist of stormwater user fees in the amount of $2.5 million. The proposed budget assumes no increase in the monthly stormwater fee.

AIRPORT FUND:
The budget includes $192,000 in revenue from leases and business activities and $2.3 million in grant funding to pay for capital projects.

CAPITAL IMPROVEMENT FUND,
Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates $404,000 in property tax revenue.

VEHICLE/EQUIPMENT RENEWAL & REPLACEMENT:
Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates $202,000 in property tax revenue to fund General vehicles.

PUBLIC SAFETY VEHICLE/EQUIPMENT FUND:
In fulfillment of the City Commission's strategic plan, the budget includes a new dedicated millage for public safety vehicle and equipment replacement which will generate $626,000 in property tax revenue.

TRANSPORTATION FUND:
Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates $503,000 in property tax revenue.

FACILITIES RENEWAL & REPLACEMENT FUND:
Pursuant to the City Commission's direction, the budget includes a dedicated millage of for facilities renewal and replacement which generates $503,000.

WATER AND WASTEWATER:
The primary revenue source of the Water and Wastewater Fund consists of user fees to customers both inside and outside the City. Water and sewer fees account for $20.6 million.

Water/Wastewater Rate Increase History

Date	Increase	Water	Sewer	Amount
10/01/98	5.06%	$ 14.15	$ 19.04	$ 33.19
10/01/02	2.47%	$ 14.50	$ 19.51	$ 34.01
02/01/06	17.23%	$ 17.00	$ 22.87	$ 39.87
10/01/06	5.99%	$ 18.03	$ 24.23	$ 42.26
01/01/08	5.77%	$ 19.07	$ 25.63	$ 44.70
10/01/08	5.97%	$ 20.20	$ 27.17	$ 47.37
10/01/09	1.77%	$ 20.56	$ 27.65	$ 48.21
10/01/10	2.57%	$ 21.09	$ 28.36	$ 49.45
10/01/13	2.50%	$ 21.62	$ 29.08	$ 50.70
10/01/15	3.94%	$ 22.62	$ 30.08	$ 52.70
09/30/16	3.80%	$ 23.62	$ 31.08	$ 54.70
10/1/2017	3.66%	$ 24.62	$ 32.08	$ 56.70
9/30/2018	1.76%	$ 25.12	$ 32.58	$ 57.70
Proposed 10/1/21	1.80%	$ 25.57	$ 33.17	$ 58.74
Proposed 9/30/22	3.50%	$ 26.46	$ 34.33	$ 60.79

WATER AND WASTEWATER RENEWAL & REPLACEMENT FUND:
Revenues of the Renewal and Replacement Fund include a transfer of $2.5 million from the Water and Wastewater Operating Fund.

SOLID WASTE:
The primary revenue source is solid waste user fees ($7.9 million). The proposed budget assumes no rate increase for garbage collection or recycling.

EXPENDITURE HIGHLIGHTS

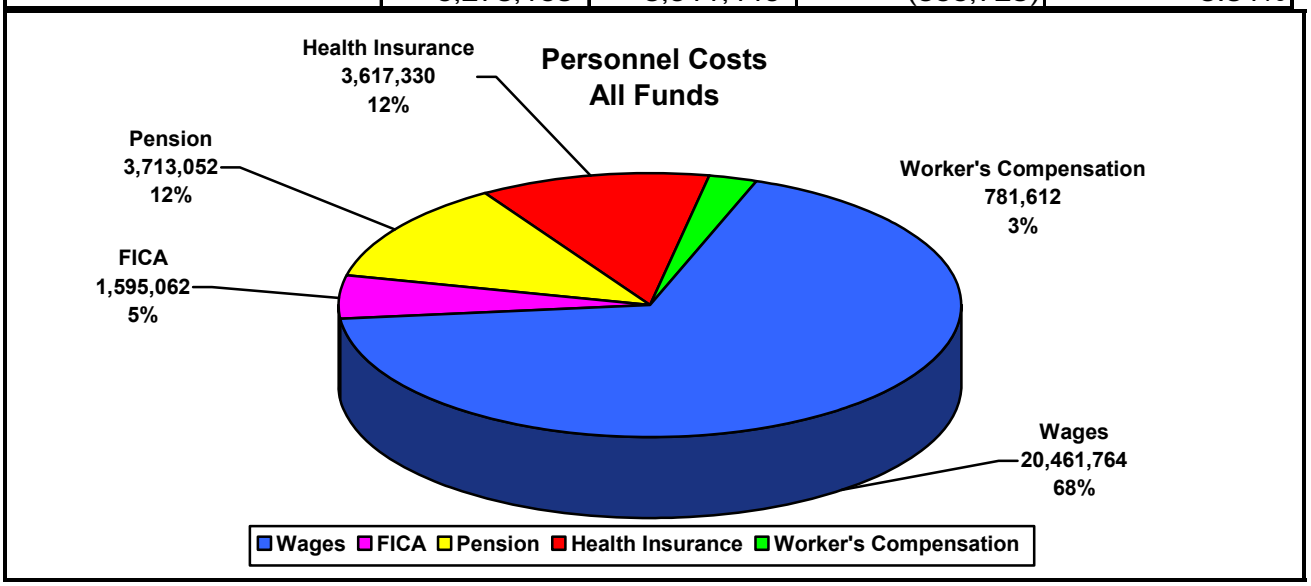
PERSONNEL COSTS:

Total personnel costs are budgeted to be $30.2 million for FY 2020-21.

All Funds Wages and Benefits				
	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Wages	19,857,961	20,461,764	603,803	3.04%
FICA	1,519,125	1,595,062	75,937	5.00%
Pension/Deferred Comp.	4,108,653	3,713,052	(395,601)	-9.63%
Health Insurance	3,766,294	3,617,330	(148,964)	-3.96%
Worker's Compensation	1,139,616	781,612	(358,004)	-31.41%
	30,391,649	30,168,820	(222,829)	-0.73%

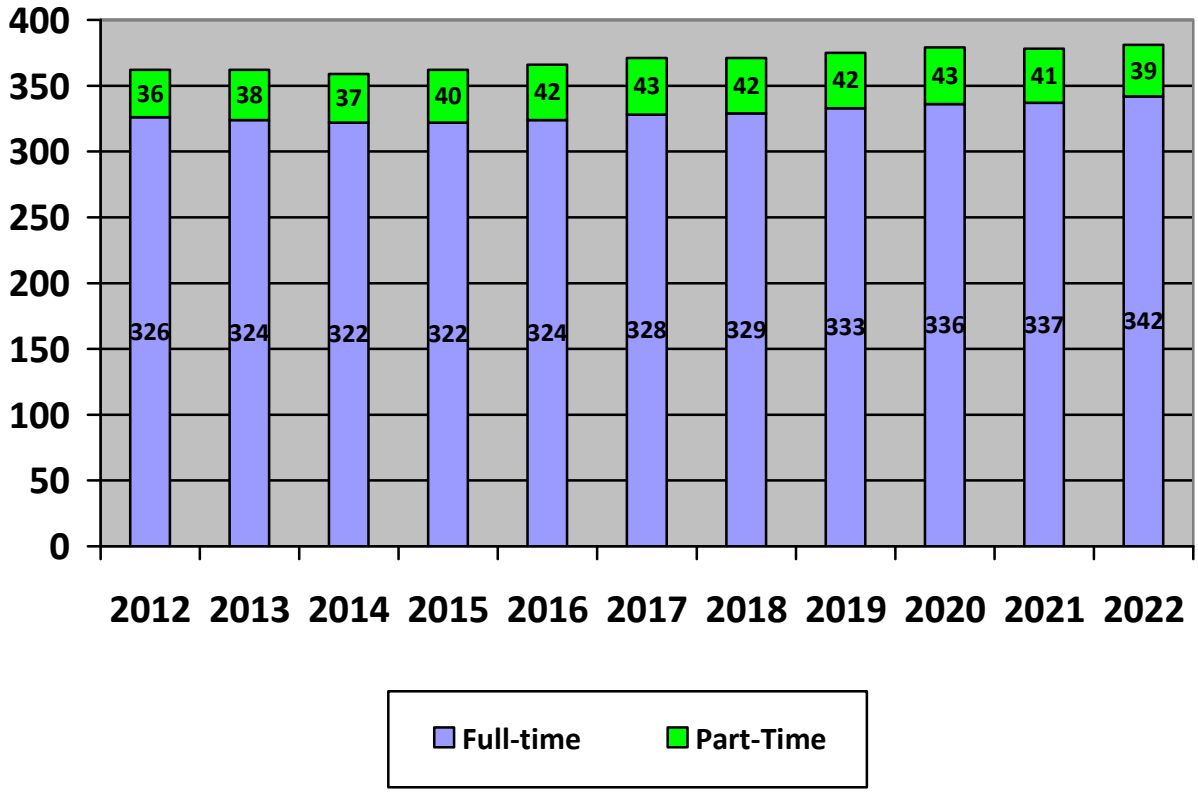
General Fund Wages and Benefits				
	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Wages	15,742,116	16,338,566	596,450	3.79%
FICA	1,204,264	1,281,168	76,904	6.39%
Pension/Deferred Comp.	3,576,173	3,289,543	(286,630)	-8.01%
Health Insurance	2,684,159	2,726,191	42,032	1.57%
Worker's Compensation	906,769	621,912	(284,857)	-31.41%
	24,113,481	24,257,380	143,899	0.60%

Other Fund Wages and Benefits				
	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Wages	4,115,845	4,123,198	7,353	0.18%
FICA	314,861	313,894	(967)	-0.31%
Pension/Deferred Comp.	532,480	423,509	(108,971)	-20.46%
Health Insurance	1,082,135	891,139	(190,996)	-17.65%
Worker's Compensation	232,847	159,700	(73,147)	-31.41%
	6,278,168	5,911,440	(366,728)	-5.84%



POSITION COUNT HISTORY:

The budget includes 342 full-time positions and 39 part-time positions.



AUTHORIZED POSITIONS:

	FY 19-20			FY 20-21			FY 21-22		
	Full-time	Part-time		Full-time	Part-time		Full-time	Part-time	
Department / Division	Positions	Positions	FTE	Positions	Positions	FTE	Positions	Positions	FTE
Office of City Manager	4.00	-	4.00	4.00	-	4.00	4.00	-	4.00
Support Services	4.00	-	4.00	4.00	-	4.00	4.00	-	4.00
Office of City Attorney	5.00	-	5.00	5.00	-	5.00	5.00	-	5.00
Human Resources	3.00	-	3.00	3.00	-	3.00	3.00	-	3.00
Finance Department									
Budget/Finance	10.00	-	9.65	10.00	-	10.00	10.00	-	10.00
Utility Billing	12.00		12.35	12.00		12.00	12.00		12.00
Information Technology	7.00	-	7.00	7.00	-	7.00	7.00	-	7.00
Planning Department	5.00	1.00	5.25	5.00	1.00	5.60	5.00	1.00	5.60
Building Inspections/Permitting	11.00	-	11.35	11.00	-	11.00	12.00	-	12.00
Economic Development	1.00	-	0.90	1.00	-	1.00	1.00	-	1.00
Police Department	88.00	1.00	88.50	88.00	1.00	88.50	91.00	1.00	91.50
Neighborhood Improvement	6.00	-	6.00	6.00	-	6.00	6.00	-	6.00
Fire Department	48.00	-	48.00	48.00	-	48.00	48.00	-	48.00
Public Works Department									
Engineering	12.00	-	12.25	12.00	-	12.00	12.00	-	12.00
Streets and Roadside Mnt.	19.00	-	19.05	19.00	-	19.00	19.00	-	19.00
Fleet Operations	5.00	1.00	5.50	5.00	1.00	5.50	5.00	1.00	5.50
Page Subtotal	240.00	3.00	241.80	240.00	3.00	241.60	244.00	3.00	245.60

AUTHORIZED POSITIONS:

	FY 19-20			FY 20-21			FY 21-22		
	Full-time	Part-time		Full-time	Part-time		Full-time	Part-time	
Department / Division	Positions	Positions	FTE	Positions	Positions	FTE	Positions	Positions	FTE
Stormwater Maintenance	10.00	-	9.90	10.00	-	10.00	10.00	-	10.00
Utilities									
Water Production	19.00	1.00	16.80	21.00	1.00	21.50	21.00	1.00	21.50
Wastewater Treatment	12.00	1.00	13.30	12.00	1.00	12.50	12.00	1.00	12.50
Water Distribution	12.00	-	13.30	12.00	-	12.00	12.00	-	12.00
Wastewater Collection	13.00	-	14.80	13.00	-	13.00	13.00	-	13.00
Sub-Total: Utilities	**56.00**	**2.00**	**58.20**	**58.00**	**2.00**	**59.00**	**58.00**	**2.00**	**59.00**
Solid Waste									
Collection and Disposal	1.00	-	0.65	1.00	-	1.00	1.00	-	1.00
Recycling	-	-	0.35	-	-	-	-	-	-
Sub-Total: Solid Waste Services	**1.00**	**-**	**1.00**	**1.00**	**-**	**1.00**	**1.00**	**-**	**1.00**
Total: Public Works Department	**103.00**	**3.00**	**105.90**	**105.00**	**3.00**	**106.50**	**105.00**	**3.00**	**106.50**
Leisure Services									
Building Maintenance	7.00	1.00	7.00	7.00	1.00	7.50	7.00	1.00	7.50
Administration	6.00	1.00	6.63	6.00	1.00	6.50	6.00	1.00	6.50
Nova Community Center	1.00	5.00	3.75	1.00	5.00	3.50	1.00	5.00	3.50
South Ormond Neighborhood Center	1.00	3.00	2.50	1.00	3.00	2.50	1.00	3.00	2.50
Gymnastics	1.00	2.00	2.25	-	-	-	-	-	-
Athletic Field Maintenance	4.00	7.00	7.50	4.00	7.00	7.50	4.00	7.00	7.50
Parks and Grounds Mnt.	4.00	4.00	6.00	4.00	4.00	6.00	5.00	2.00	6.00
The Casements	1.00	5.00	3.75	1.00	5.00	3.50	1.00	5.00	3.50
Environmental Discovery Center	1.00	2.00	2.00	1.00	2.00	2.00	1.00	2.00	2.00
Performing Arts Center	1.00	5.00	3.75	1.00	5.00	3.50	1.00	5.00	3.50
Senior Center	-	1.00	0.50	-	1.00	0.50	-	1.00	0.50
Community Events	1.00	2.00	2.25	1.00	2.00	2.00	1.00	2.00	2.00
Sub-Total: Leisure Services	**28.00**	**38.00**	**47.88**	**27.00**	**36.00**	**45.00**	**28.00**	**34.00**	**45.00**
Airport	1.00	-	1.10	1.00	-	1.00	1.00	-	1.00
Total FTE	**336.00**	**43.00**	**359.88**	**337.00**	**41.00**	**357.60**	**342.00**	**39.00**	**361.60**

FY 21-22 Changes:

Full-time:

Add 2 Police Officers (Grant Funded)	2.00
Add 1 Victim Advocate (Grant Funded)	1.00
Add 1 Building Inspector	1.00
Add 1 Parks Maintenance Worker	1.00
Total Full Time FTE Change	**5.00**

Part-time:

Delete 2 Parks Maintenance Workers	1.00
Total Part Time FTE Change	**1.00**

EXPENDITURES

GENERAL FUND:
General fund net expenditures are $35,285,617 million, an increase of $2,582,923 or 7.9%. The budget includes $2.7 million for health insurance. The budget also includes $3.3 million for the City's annual required pension contribution which is a reduction of $286,000 from the prior year.

DOWNTOWN REDEVELOPMENT FUND:
The budget includes $2 million for maintenance and capital improvements. Property improvement grant funding is also included in the amount of $100,000.

STORMWATER UTILITY FUND:
The budget includes $1.1 million for personnel and operating costs, transfers of $197,000, and $854,000 in capital improvement projects.

AIRPORT FUND:
The budget includes $259,000 for personnel and operating costs, transfers of $15,000, and $2.4 million in capital improvement projects.

CAPITAL IMPROVEMENT FUND:
The budget includes:

- Washington Street Sidewalk ($115,000)
- City Hall Air Handler ($225,000)

TRANSPORTATION FUND:
The budget includes $2 million in infrastructure improvements and $680,000 in transfers to the General Fund for streets maintenance.

FACILITIES RENEWAL AND REPLACEMENT FUND:
The budget includes maintenance to various City facilities $69,000 and capital improvement projects of $625,000.

WATER AND WASTEWATER:
The budget includes $11.1 million of personnel and operating expenditures and $10.7 million in transfers for capital project funding and debt service.

SOLID WASTE:
This fund receives fees for solid waste removal and recycling services from City residents and business and pays an outside contractor to perform these services. The budget includes $8.1 million for personnel and operating expenses and $1.3 million in transfers.

DEBT SUMMARY:
The Charter of the City of Ormond Beach does not provide a debt limit. Bond Series 2003 GOB was issued to finance the construction of Fire Station #92 and was approved through a voter referendum which provided for a dedicate tax millage. Bond Series 2004 was issued to finance the construction of Fire Station #91. The last bond issue, Series 2010, was the result of a voter referendum which approved the levy of a tax millage and associated debt financing for the construction of a beachfront park.

GENERAL GOV'T DEBT SERVICE REQUIREMENTS

Amounts in thousands

Fiscal Year Ending	2003 General Obligation Bonds Fire Station #92		
	Principal	Interest	Total
	100	14	114
2021	105	7	112
2022	110	4	114
Total	215	11	226

Fiscal Year Ending	2004 Revenue Bonds Fire Station #91		
	Principal	Interest	Total
2022	140	16	156
2023	146	11	157
2024 & Beyond	151	6	157
Total	437	33	470

Fiscal Year Ending	2010 General Obligation Bonds Beachfront Park		
	Principal	Interest	Total
2022	270	78	348
2023	275	70	345
2024 & Beyond	2,160	256	2,416
Total	2,705	404	3,109

Water and Sewer Bonds are issued to provide financing for the construction and rehabilitation of the City's water and wastewater system.

WATER AND SEWER REVENUE BONDS AND SRF LOAN FOR WWW
In thousands

FY Ending	Principal	Interest	Total
2022	$ 4,406	$ 814	$ 5,220
2023	$ 4,043	$ 697	$ 4,740
2024	$ 3,753	$ 577	$ 4,330
2025	$ 3,874	$ 461	$ 4,335
2026	$ 1,727	$ 341	$ 2,068
2027	$ 1,775	$ 293	$ 2,068
2028	$ 1,830	$ 245	$ 2,075
2029	$ 1,884	$ 195	$ 2,079
2030	$ 1,942	$ 143	$ 2,085
2031	$ 1,517	$ 89	$ 1,606
2032	$ 1,286	$ 53	$ 1,339
2033	$ 853	$ 20	$ 873
Total	**$ 28,890**	**$ 3,928**	**$ 32,818**

CITY OF ORMOND BEACH
FLORIDA

GENERAL FUND
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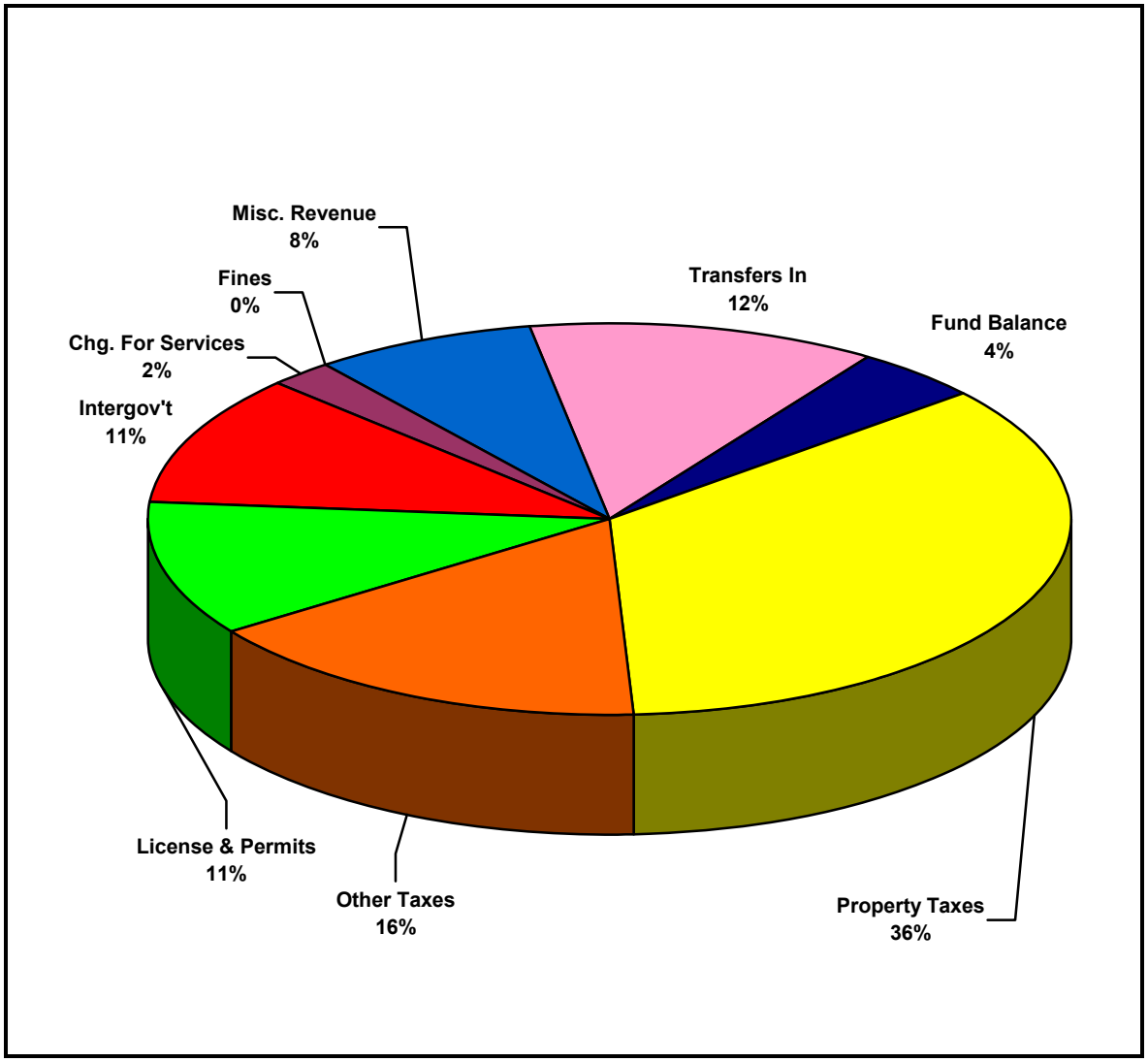
GENERAL FUND REVENUES

General Fund Revenue Summary Description	Actual FY 2019-20	REVISED Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Revenues					
Property Taxes	12,617,959	12,820,332	13,280,820	460,488	3.59%
Other Taxes	6,045,033	5,975,700	6,117,500	141,800	2.37%
License and Permits	3,913,108	4,058,250	4,217,350	159,100	3.92%
Intergovernmental	5,339,594	2,834,500	4,083,300	1,248,800	44.06%
Charges for Services	763,025	752,400	773,800	21,400	2.84%
Fines & Forfeitures	62,709	80,000	73,000	(7,000)	-8.75%
Miscellaneous Revenue	2,704,422	2,819,810	2,899,771	79,961	2.84%
Transfers In	4,377,640	4,467,723	4,669,680	201,957	4.52%
Use of Fund Balance:	-	1,320,000	1,638,707	318,707	24.14%
Total Revenues	**35,823,490**	**35,128,715**	**37,753,928**	**2,625,213**	**7.47%**
Less: Fleet	**1,316,960**	**1,233,777**	**1,380,289**	**146,512**	**11.88%**
Less: Engineering	**962,868**	**1,192,244**	**1,088,022**	**(104,222)**	**-8.74%**
Total Net Revenues	**35,469,398**	**32,702,694**	**35,285,617**	**2,582,923**	**7.90%**

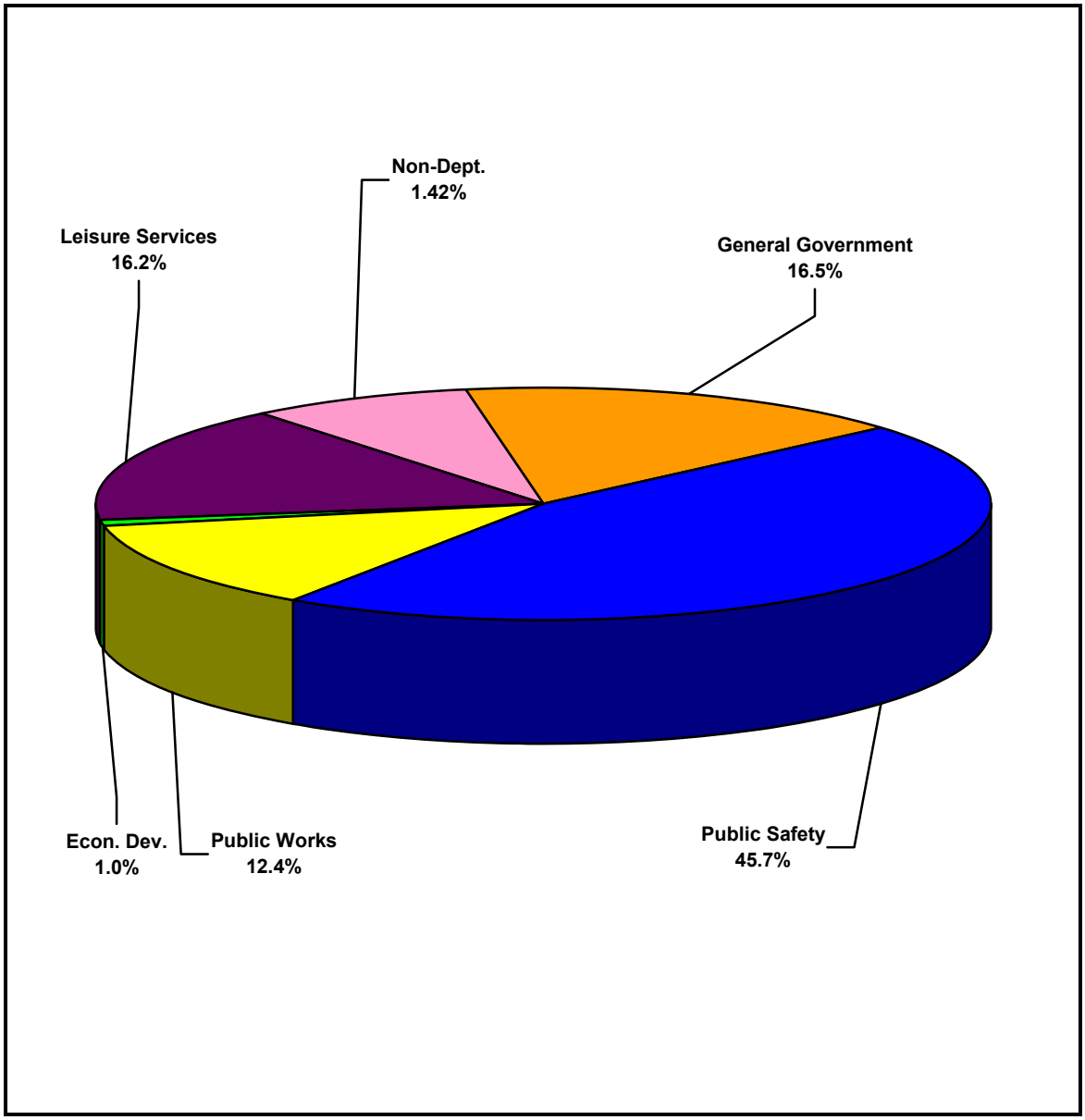
GENERAL FUND REVENUES



GENERAL FUND EXPENDITURE SUMMARY

General Fund Summary Description	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Government					
City Commission	321,252	402,974	394,168	(8,806)	-2.19%
City Manager	631,548	635,867	658,142	22,275	3.50%
Support Services	341,346	374,524	380,870	6,346	1.69%
City Attorney	831,044	769,676	805,651	35,975	4.67%
Finance	853,983	936,611	1,007,418	70,807	7.56%
Information Technology	917,615	995,710	1,029,282	33,572	3.37%
Human Resources	375,386	398,439	465,061	66,622	16.72%
Planning	623,574	652,419	669,253	16,834	2.58%
Building Maintenance	826,128	778,446	826,057	47,611	6.12%
Total General Government	**5,721,876**	**5,944,666**	**6,235,902**	**291,236**	**4.90%**
Public Safety					
Police Administration	827,505	803,089	947,704	144,615	18.01%
Police Operations	5,951,387	6,055,862	6,093,571	37,709	0.62%
Police Community Outreach	497,199	526,160	523,971	(2,189)	-0.42%
Police Criminal Investigations	1,210,923	1,254,432	1,378,597	124,165	9.90%
Police Community Services	363,250	386,435	380,455	(5,980)	-1.55%
Police Records	150,597	166,447	172,361	5,914	3.55%
Neighborhood Improvements	384,738	436,575	430,544	(6,031)	-1.38%
Fire & EMS	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%
Building Inspections	1,035,089	1,077,529	1,078,444	915	0.08%
Total Public Safety	**17,056,074**	**17,057,834**	**17,251,020**	**193,186**	**1.13%**
Public Works					
Roadside and Right of Way Mnt.	2,002,832	2,037,494	2,227,185	189,691	9.31%
Engineering	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Fleet	1,316,960	1,233,777	1,380,289	146,512	11.88%
Total Public Works	**4,282,660**	**4,463,515**	**4,695,496**	**231,981**	**5.20%**
Economic Development	413,683	390,128	382,023	(8,105)	-2.08%
Leisure Services					
Parks & Grounds	2,087,277	2,177,602	2,326,992	149,390	6.86%
Administration	668,062	694,742	731,473	36,731	5.29%
Cultural					
Casements	271,948	268,779	267,669	(1,110)	-0.41%
Performing Arts Center	419,593	268,580	273,166	4,586	1.71%
Senior Center	87,921	94,157	97,399	3,242	3.44%
Community Events	127,146	202,910	206,649	3,739	1.84%
Environmental Learning Center	115,988	160,814	155,789	(5,025)	0.00%
Athletics					
Gymnastics	104,625	-	-	-	-
Nova Recreation Center	284,615	326,843	321,410	(5,433)	-1.66%
South Ormond Center	245,806	272,173	278,969	6,796	2.50%
Athletic Fields/City Sponsored Sport	1,345,444	1,407,479	1,464,924	57,445	4.08%
Total Leisure Services	**5,758,425**	**5,874,079**	**6,124,440**	**250,361**	**4.26%**
Non-Departmental					
Contributions/Contingency	94,615	91,528	203,710	112,182	122.57%
Transfers	1,173,450	1,306,965	2,861,337	1,554,372	118.93%
Total Expenditures	**34,500,783**	**35,128,715**	**37,753,928**	**2,625,213**	**7.47%**
Less: Fleet expenditures	**1,316,960**	**1,233,777**	**1,380,289**	**146,512**	**11.88%**
Less: Engineering	**962,868**	**1,192,244**	**1,088,022**	**(104,222)**	**-8.74%**
Total Net Expenditures	**32,220,955**	**32,702,694**	**35,285,617**	**2,582,923**	**7.90%**

GENERAL FUND EXPENDITURES



CITY COMMISSION

The City Commission is comprised of five members and is the elected legislative and governing body of the City. The City Commission is responsible for:

- Establishing policies
- Managing growth and land use
- Adopting an annual budget and tax rate
- Setting water and wastewater rates and other fees and charges for City services
- Adopting local laws and ordinances
- Hiring and overseeing the City Manager and City Attorney

Four members of the City Commission are elected from geographically defined zones and must reside within the zone to be its elected representative. The Mayor is elected by voters City-wide and must reside within the City limits of Ormond Beach. All members serve two year terms.

Pictured: From left to right; Zone 1 City Commissioner Dwight Selby, Zone 2 City Commissioner Troy Kent, Mayor Bill Partington, Zone 3 City Commissioner and Deputy Mayor Susan Persis, and Zone 4 City Commissioner Rob Littleton

CITY COMMISSION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	321,252	402,974	394,168	(8,806)	-2.19%
Total	321,252	402,974	394,168	(8,806)	-2.19%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	138,587	138,199	150,793	12,594	9.11%
Operating	182,665	264,775	243,375	(21,400)	-8.08%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	321,252	402,974	394,168	(8,806)	-2.19%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Mayor	1.00	1.00	1.00	0.00	0.00%
City Commissioners	4.00	4.00	4.00	0.00	0.00%
Total	**5.00**	**5.00**	**5.00**	**0.00**	**0.00%**

OFFICE OF CITY MANAGER

The City Manager is the chief executive officer of the City and provides executive leadership necessary to carry out the mission, goals, and policies established by the City Commission.

The City Manager's Office is responsible for administration of all City services and enforcement of all laws pursuant to the City Charter, including:

- appointment and removal of all employees (except City Attorney and the Attorney's staff)
- operational and financial management of City services
- preparation and recommendation of an annual operating budget and five (5) year capital improvements program
- keeping the City Commission informed as to the financial condition and future needs of the City
- preparation of the City Commission's meeting agendas
- implementing and administering the policy directives of the City Commission within the parameters of the City Charter

OFFICE OF CITY MANAGER

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	631,548	635,867	658,142	22,275	3.50%
Total	631,548	635,867	658,142	22,275	3.50%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	567,332	577,496	597,191	19,695	3.41%
Operating	64,216	58,371	60,951	2,580	4.42%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	631,548	635,867	658,142	22,275	3.50%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
City Manager	1.00	1.00	1.00	0.00	0.00%
Assistant City Manager	1.00	1.00	1.00	0.00	0.00%
Public Information Officer	1.00	1.00	1.00	0.00	0.00%
Executive Secretary	1.00	1.00	1.00	0.00	0.00%
Total	**4.00**	**4.00**	**4.00**	**0.00**	**0.00%**

CITY COMMISSION/CITY MANAGER

GOALS:

In 2018, the City of Ormond Beach conducted an extensive citizen engagement process, The OB Life, to fully engage the community to help determine the kind of city Ormond Beach would be in the future. A series of six community forums were held addressing

- transportation and livable communities
- environment and water quality
- public safety
- community development
- economic development
- leisure and culture

Nearly 700 people attended the meetings where they heard presentations from 17 speakers, participated in small group discussions, and posed more than 600 questions which are all answered by city staff and posted on the city's website.

This comprehensive process provided community education and gathered valuable input that guided the discussions of the Mayor and City Commissioners during the strategic planning workshop held on February 27, 2019, which was also attended by the City Manager, City Attorney and the city's senior staff.

Using the information gathered from participants in The OB Life series, the Commissioners identified strategic issues the city should address along with specific objectives for the city to accomplish in the next few years. The final activity of the workshop was for the City Commission to select and refine priority objectives for implementation in the following key areas:

- COMMUNITY DEVELOPMENT
- ECONOMIC DEVELOPMENT
- GOVERNANCE
- PUBLIC SAFETY
- QUALITY OF LIFE
- TRANSPORTATION
- WATER QUALITY & ENVIRONMENT

SUPPORT SERVICES

Support services provides the following services:

- preparation of Commission meeting agenda packets and minutes
- clerical and word processing services to various City departments and advisory boards
- records management including security, retrieval and disposition for all City Commission actions
- election administration
- internal mail collection and distribution
- operating of the receptionist station on the second floor of City Hall

SUPPORT SERVICES

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	341,346	374,524	380,870	6,346	1.69%
Total	341,346	374,524	380,870	6,346	1.69%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	244,738	279,247	252,843	(26,404)	-9.46%
Operating	96,608	95,277	128,027	32,750	34.37%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	341,346	374,524	380,870	6,346	1.69%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
City Clerk	1.00	1.00	1.00	0.00	0.00%
Office Assistant III*	0.00	0.00	0.00	0.00	0.00%
Office Assistant IV	1.00	0.00	0.00	0.00	0.00%
Assistant City Clerk	1.00	1.00	1.00	0.00	0.00%
Office Manager	0.00	1.00	1.00	0.00	0.00%
Administrative Assistant	1.00	1.00	1.00	0.00	0.00%
Total	**4.00**	**4.00**	**4.00**	**0.00**	**0.00%**
Transferred to Finance					

SUPPORT SERVICES

GOALS:

- Maintain initial response to all citizen and media information requests within one work day.
- Provide timely preparation of City Commission agenda and minutes and reduce number of City Commission agenda packet revisions to improve quality of work product.
- Continue training and education of Support Services staff. City Clerk to continue to attend training to obtain CMC designation.
- Continue to work with Supervisor of Elections for elections. Provide support to candidates and PAC's as needed.
- Continue to implement website improvements to meet ADA compliance to WCAG standards.
- Research options for Agenda management software to replace IMQ2's outdated software.
- Coordinate with IT and Munis for development of department records archiving software.

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
City Commission Meetings:					
Number agenda items	390	400	400	-	0.00%
Number of items processed within 4 days of meetings	390	400	400	-	0.00%
% of minutes completed in 6 working days	90%	90%	90%	-	0.00%

ACCOMPLISHMENTS:

- Provided administrative support for 22 regular City Commission meetings, 10 City Commission workshops, with agenda packets totaling 330 agenda items, over 24,000 pages, including 199 resolutions and 33 ordinances.
- Provided support to City Commission candidates and administered the 2018 election and County wide Mail Ballot Special Election.
- Provided administrative support for citizen advisory boards.
- Maintained efficient records management program with disposition of 278 cubic feet of records in 2018.
- Processed over 113 public records requests
- Provided administrative support for content updates on City's website
- Coordinated with IT to begin ADA website compliance for City's website.
- Provided support with updating and creating the new commissioner orientation.

CITY ATTORNEY

The Office of City Attorney is responsible for:

- providing legal advice and recommendations to the City Commission, City Department Directors, Division Managers and to the various advisory and quasi-judicial boards
- litigation brought against or on behalf of the City
- handling all legal issues involving or affecting the City
- communicating the City's position on various legislative matters to State and Federal legislative bodies.

The Office of City Attorney coordinates the City's response and strategy regarding general liability insurance claims brought against the City, handles related litigation, and determines if specialized outside legal assistance is needed.

CITY ATTORNEY

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	831,044	769,676	805,651	35,975	4.67%
Total	831,044	769,676	805,651	35,975	4.67%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	703,555	708,099	743,724	35,625	5.03%
Operating	127,489	61,577	61,927	350	0.57%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	831,044	769,676	805,651	35,975	4.67%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
City Attorney	1.00	1.00	1.00	0.00	0.00%
Deputy City Attorney	1.00	1.00	1.00	0.00	0.00%
Assistant City Attorney	1.00	1.00	1.00	0.00	0.00%
Para-Legal	2.00	2.00	2.00	0.00	0.00%
Total	**5.00**	**5.00**	**5.00**	**0.00**	**0.00%**

CITY ATTORNEY

GOALS:

- Keep the City Commission and management staff apprised of new developments in statutory, regulatory, and decisional law.
- Assist the City Commission and management staff in avoiding litigation and claims to the maximum extent possible.
- Successfully defend/prosecute litigation involving the City.
- Provide legal opinions to the City Commission and management staff in a timely manner.
- Keep City laws and policies in compliance with current law.

ACCOMPLISHMENTS:

- Informed the City Commission and management staff apprised of new developments in statutory, regulatory, and decisional law.
- Assist the City Commission and management staff in avoiding litigation and claims to the maximum extent possible.
- Successfully defend/prosecute litigation involving the City.
- Provide legal opinions to the City Commission and management staff in a timely manner.
- City laws and policies are in compliance with current law.

FINANCE

The Department is responsible for maintaining the City's financial accounting system that includes processing of all City financial transactions, maintaining and disseminating financial statements and related reports to City departments, governmental agencies and insurance and bond rating companies, and preparation of the City's bi-weekly payroll.

In addition, this program produces the City's Comprehensive Annual Financial Report (CAFR), provides assistance to the City's external auditing firm, provides pension administration services for retired City employees, oversees the investment of City funds and is responsible for debt administration.

The Department provides support service of City government responsible for coordinating and directing the development of the City's Annual Operating Budget and five-year Capital Improvement Program. In addition, the Budget Office monitors revenues and expenditures, evaluates performance results of all City programs, provides technical assistance to City departments, oversees the performance outcome system, and provides information and technical assistance to the City Manager, elected officials and City staff.

The Department is responsible for overseeing a decentralized purchasing system that reviews and processes purchase orders for commodities and services that exceed $500. The Purchasing Office is also responsible for obtaining price quotes to ensure competitive bidding in accordance with City purchasing thresholds, coordinating and developing formal bids and requests for proposals and ensuring compliance with the City's Purchasing Ordinance and accepted industry standards.

The Department also is responsible for coordinating the City's Risk Management program through the efforts of a full time Risk Manager. This program conducts employee safety workshops and on-site inspections, keeps departments advised of safety issues, recommends loss control measures and conducts investigations on workers' compensation, accidents and general liability claims.

FINANCE

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	853,983	936,611	1,007,418	70,807	7.56%
Total	853,983	936,611	1,007,418	70,807	7.56%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	820,618	873,281	950,088	76,807	8.80%
Operating	33,365	63,330	57,330	(6,000)	-9.47%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	853,983	936,611	1,007,418	70,807	7.56%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Finance Director	0.65	1.00	1.00	0.00	0.00%
Assistant Finance Director	1.00	1.00	1.00	0.00	0.00%
Accountant	1.00	1.00	1.00	0.00	0.00%
Accounting Technician	3.00	3.00	3.00	0.00	0.00%
Purchasing Coordinator	1.00	1.00	1.00	0.00	0.00%
Grants Coordinator	1.00	1.00	1.00	0.00	0.00%
Office Asst. III	1.00	1.00	1.00	0.00	0.00%
Risk Manager	1.00	1.00	1.00	0.00	0.00%
Total	**9.65**	**10.00**	**10.00**	**0.00**	**0.00%**

FINANCE

GOALS:

- Maintain the high standard and level of financial reporting in obtaining GFOA "Certificate of Achievement for Excellence in Financial Reporting".
- Complete publication of the Comprehensive Annual Financial Report (CAFR) and submit to the City Commission no later than February following the end of the prior fiscal year.
- Process 100% of invoice payments within 25 days of approval date.
- Submit the proposed Five-Year CIP and Annual Budget documents to the City Commission five days prior to the respective scheduled budget workshops.
- Complete budget document with 30 days of adoption.
- Achieve a forecast accuracy rate (estimate vs. actual) for undesignated fund balance in the General Fund that is within 5% of audited results.
- Obtain an average of three (3) responses to formal bids and RFP's.
- Reimbursement of remaining funds for hurricane Matthew and Irma.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of A/P checks	7,100	7,350	7,100	(250)	-3.40%
# of Accounts Payable EFT	2,150	2,560	3,000	440	17.19%
# of Purchase orders issued	1,116	1,176	1,350	174	14.80%
# of Payroll checks	-	-	-	-	0.00%
# of Payroll direct deposits	9,110	9,115	9,120	5	0.05%
Effectiveness:					
% participating in direct deposit	90%	91%	91%	-	0.00%
Number of days to issue CAFR	140	140	140	-	0.00%

ACCOMPLISHMENTS:

- Continued maintaining the high standard and level of financial reporting in obtaining the GFOA "Certificate of Achievement for Excellence in Financial Reporting".
- Completed publication of the Comprehensive Annual Financial Report (CAFR) and submitted to the City Commission in early February following the end of the prior fiscal year.
- Maintained participation in the payroll direct deposit program at 85%.
- Processed 100% of invoice payments within 25 days of approval date.
- Completed budget document within 30 days of budget adoptions.
- Submitted proposed Five-Year CIP and Annual Budget to City Commission at least five days before workshops.
- Implemented a new financial operating system.

INFORMATION TECHNOLOGY

Information Technology is a support service operation of City government that provides operating system support, software support and technical assistance for the City's local and Wide Area Networks (WAN). The WAN consists of an IBM AS/400 mini-computer, servers, Local Area Networks (LAN), microcomputers and the electronics that connect them. The primary mini-computer applications supported by MIS include:

- Accounting, Miscellaneous Receivables, Purchasing, and Fixed Assets
- Utility Billing
- Site Plan Review, Building Permits, Occupational Licenses and Code Enforcement
- Computer Aided Dispatch and Records Management
- Work Order/Facility Management
- Payroll and Personnel Management
- Cash Receipts
- Land/Parcel Management.

In addition, there are eight supporting modules which communicate with the primary mini-computer applications which allow both citizens and city staff to conduct business processes and inquiries over the intranet/internet. A Geographic Information System module (Looking Glass) allows the City's users to produce maps from the existing GIS with integrated information from the data base of the primary mini-computer applications.

Networking and telecommunications support are provided for all City departmental systems, which include:

- Leisure Services Registration and Facility Reservation
- Support Services (City Clerk) Document Imaging System and Clerks Index
- Inventory systems for Fleet
- The Police network
- FireHouse (data management) and TeleStaff (scheduling program) for the Fire Department
- The City's internet and e-mail systems.

INFORMATION TECHNOLOGY

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	917,615	995,710	1,029,282	33,572	3.37%
Total	917,615	995,710	1,029,282	33,572	3.37%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	549,521	635,246	606,161	(29,085)	-4.58%
Operating	368,094	360,464	423,121	62,657	17.38%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	917,615	995,710	1,029,282	33,572	3.37%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
IT Manager	1.00	1.00	1.00	0.00	0.00%
IT Supervisor	1.00	1.00	1.00	0.00	0.00%
Information Systems Specialist	3.00	3.00	3.00	0.00	0.00%
Chief GIS Technician	1.00	1.00	1.00	0.00	0.00%
GIS Technician	1.00	1.00	1.00	0.00	0.00%
Total	**7.00**	**7.00**	**7.00**	**0.00**	**0.00%**

INFORMATION TECHNOLOGY

GOALS:

- Maintain data network overall uptime at 99% or better.
- Complete 97% of hardware and software "help desk" support requests within 2 working days.
- Maintain all Servers and Workstations to current vendor service pack levels within 1 month of release.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of workstations	355	365	390	25	6.85%
# of sites maintained	22	22	22	-	0.00%
# of support calls	2,150	2,300	2,600	300	13.04%
Efficiency/Effectiveness:					
Windows Servers uptime	99.99%	99.99%	99.99%	-	0.00%
iSeries HTE system uptime	99.99%	99.99%	99.99%	-	0.00%

Note: Major software implementation scheduled for this Fiscal Year: Tyler Energov Community Development, Tyler Content Management - Clerks Office

Sites

1	City Hall	12	Nova
2	PD	13	SONC
3	Water Plant	14	PAL
4	Waste Water	15	Fleet
5	FD91	16	Public Works
6	FD92	17	Legal
7	FD93	18	Airport
8	FD94	19	Ball Fields
9	PAC	20	Andy Romano
10	The Casements	21	Leeway
11	Discovery	22	HDC

ACCOMPLISHMENTS:

- Data networks overall uptime was at 99.9% or better.
- 97% of hardware and software "help desk" support requests were completed within 2 working days.
- Maintained all Servers and Workstations at current vendor service pack levels within 1 month of release.
- Implementing Tyler/Munis Utility Billing module (with the Finance Department)
- Email System upgrade to latest 2016 version including new virtual servers.
- Replaced the 3 main file storage servers with new Windows 2016 servers with larger storage capacity and enhanced performance features.

HUMAN RESOURCES

The Human Resources Department provides administrative and technical support services to assist in the management of the City's workforce of approximately 400 employees. The core services provided by Human Resources include:

- Recruitment, selection and processing of new employees
- Maintenance of the pay and classification system
- Maintenance of employee personnel records
- Administration of the City's employee benefits program
- Coordination of employee and supervisory training and publishing of employee and supervisory newsletters
- Serve as the liaison with the City's Human Resources Board
- Negotiation and management of collective bargaining agreements with the City's three bargaining units.

HUMAN RESOURCES

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	375,386	398,439	465,061	66,622	16.72%
Total	375,386	398,439	465,061	66,622	16.72%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	227,390	236,544	244,266	7,722	3.26%
Operating	147,996	161,895	220,795	58,900	36.38%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	375,386	398,439	465,061	66,622	16.72%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Human Resources Director	0.00	0.00	0.00	0.00	0.00%
Risk Manager*	0.00	0.00	0.00	0.00	0.00%
Asst. HR Director	1.00	1.00	1.00	0.00	0.00%
HR Generalist	2.00	2.00	2.00	0.00	0.00%
Total	**3.00**	**3.00**	**3.00**	**0.00**	**0.00%**

*Transferred to Finance

HUMAN RESOURCES

GOALS:

- Continue to evaluate strategic health care plan and expand wellness program
- Design and implement employee intranet
- Continue implementation and customization of time keeping, time cards, and HR components of Tyler/Munis software system
- Identify additional areas in which to implement paperless processes using Tyler/Munis
- Continue to revise and develop employee and leadership training program
- Conduct compensation review and update Pay and Classification plan
- Review and update Human Resources and Administrative Policies
- Evaluate other components of Neogov recruiting software system including reporting, training and on-boarding
- Conduct and document updated succession planning for City departments

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Total employee turnover in government/organization	47%	47%	47%	0.00%	0%
Number of individuals hired/placed for period	139	142	145	3	2.11%
Number of new employees that left prior to one full year of service	39	48	55	7	2.11%
Total number of internal HR-sourced training hours				-	14.58%
Number of positions filled from within ranks	45	50	52	2	4.00%
Number of positions filled from outside sources (not promotional)	94	100	110	10	4.00%
Number of requisitions (request-to-fill, job opening, job order, etc.) during period	156	165	170	5	10.00%
Number of requisitions that were filled during period	139	160	162	2	3.03%
Average number of Vacancies	12	25	27	2	1.25%
Average days to fill position	60	60	60	-	8.00%
Average Vacancy Rate	4%	4%	4%	-	0.00%

ACCOMPLISHMENTS:

- Continued implementation of Tyler/Munis time keeping, payroll, and HR module
- Conducted negotiations for collective bargaining of three union contracts
- Expanded strategic health care plan and employee wellness program through additional health and wellness events and HSA incentive options
- Received favorable health insurance premium renewal of 3% for 2019 plan year
- Relocated HR offices to second floor of City Hall
- Streamlined new hire paperwork and transitioned to paperless process for various policies, contracts, and benefit enrollments
- Initiated review of EOC staffing, classification, and role assignments

PLANNING

The Planning Department performs two distinct functions: comprehensive planning and development review.

Comprehensive planning is responsible for monitoring compliance with and administering the City's Comprehensive Plan in accordance with Chapter 163, Florida Statutes, and Chapter 9J-5, Florida Administrative Code. The primary services provided in this program include:

- review of Comprehensive Plan Amendments
- coordination with various regional and State authorities
- review for consistency with the Volusia County Growth Management Commission, City Planning Board, and the City's Official Zoning Map and Land Development Code
- review and updating of the various required elements of the Comprehensive Plan

Development Review is responsible for current planning in general and for administering the City's Land Development Code. Specific activities include:

- site plan review and permitting of proposed development applications
- inspection of all residential and commercial development projects
- staff support and liaison with the Planning Board and the Development Review Board
- interpreting and processing amendments to the Land Development Code
- coordinating the activities of the City's Site Plan Review Committee (SPRC) – this involves interdepartmental cooperation with Engineering, Building Inspection and the City Attorney
- responding to informational requests by the public regarding zoning, flood zone classification, land use information, and development regulations
- reviewing and providing comments to Volusia County for certain applications in the County but located within the Ormond Beach service area
- remaining up-to-date with Federal and State mandates and regulations that will affect development review and procedures (the Unified Mitigation Assessment Methodology, for example).

PLANNING

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Site Plan Review Fees	16,875	30,000	25,000	(5,000)	-16.67%
Zoning Variances/Appeals	65,468	67,500	73,000	5,500	8.15%
General Fund	541,231	554,919	571,253	16,334	2.94%
Total	623,574	652,419	669,253	16,834	2.58%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	507,287	517,444	584,554	67,110	12.97%
Operating	116,287	134,975	84,699	(50,276)	-37.25%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	623,574	652,419	669,253	16,834	2.58%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Planning Director	0.65	1.00	1.00	0.00	0.00%
Senior Planner	3.00	3.00	3.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Civil Engineer	0.60	0.60	0.60	0.00	0.00%
Total	**5.25**	**5.60**	**5.60**	**0.00**	**0.00%**

PLANNING

GOALS:

- 100% of all professionally prepared plans shall be electronic submittal utilizing ProjectDox.
- Reduce by 50% the amount of time devoted to each consecutive SPRC review after the first submittal by using ProjectDox simultaneous review and mark-up features.
- The Site Plan Review Committee shall provide review comments or approval for site plan submittals 14 days from the date of submittal.
- Transition all non-professionally prepared plans from paper to electronic submittal using ProjectDox.
- Develop a master plan for the South Atlantic Avenue corridor.
- Assist Leisure Service in the completion of a Parks & Recreation Master Plan.
- Implement the recommendations of the Downtown Master Plan.
- Transition from the Navi-Line and Project Dox permitting systems into the Tyler/Munis permitting system.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of site plans	20	24	28	4	16.67%
# of Special Exceptions	7	6	6	-	0.00%
# of LDC/City code amendments	10	10	10	-	0.00%
# of planned development amendment	6	6	6	-	0.00%
# Appeal of PD Determination	1	1	1	-	0.00%
# of annexations/annexation agreements	-	-	-	-	0.00%
# of Certificate of Appropriateness	3	3	3	-	0.00%
# of Variances	12	12	20	8	66.67%
# of rezonings	5	5	5	-	0.00%
# of Property Improvement Grants	2	2	1	(1)	-50.00%
# of Volusia/Flagler County Reviews	4	4	4	-	0.00%
# of Utility Easement/ROW Vacations	10	10	10	-	0.00%
# of lot splits	3	3	3	-	0.00%
# of Land Use Plan amendments	4	4	4	-	0.00%
# of Alcohol Zoning Approvals	6	6	6	-	0.00%
# of Zoning Verifications	5	5	5	-	0.00%
# of Preliminary or Final Plats	3	3	3	-	0.00%
# of Nonconforming Determinations				-	0.00%
Bike Plan	-	-	-	-	0.00%
Total:	101	104	115	11	10.58%

ACCOMPLISHMENTS:

- Project management of the EPA Brownfield Cleanup grant in the amount of $400,000 for site investigation and preparation of redevelopment plans for the US 1 North corridor.
- Completed the Downtown Master Plan update.
- Completed the Interlocal Service Boundary Agreement amendment and annexation of the Plantation Oaks development.
- Implementation of the mural program in the Downtown Community Redevelopment Area.

BUILDING MAINTENANCE

Building Maintenance is a support service function of City government that includes:

- repair and maintenance services for City buildings and structures, including routine electrical, plumbing, carpentry, air conditioning, painting and miscellaneous repairs.
- oversight and monitoring service of contracts for janitorial, electrical and air conditioning
- performance of one-time building and minor renovation projects when it is less costly than using an outside contractor.

Direct costs for materials and supplies that cannot be assigned or charged to a department operating budget are charged to the Building Maintenance budget. Otherwise, these costs and HVAC maintenance are charged directly to the department or program where the repair has occurred. All in-house labor costs are charged directly to the Building Maintenance budget regardless of where the work is performed.

In addition, building maintenance personnel are assisting with the maintenance of the Airport Tower and repair of the City's airport runway and taxiway lighting systems. This includes weekly lighting inspections and immediate repair of discrepancies found.

BUILDING MAINTENANCE

Revenue and Expenditure Summaries:

Revenues:					
	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	826,128	778,446	826,057	47,611	6.12%
Total	826,128	778,446	826,057	47,611	6.12%

Expenditures:					
	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	414,062	439,491	476,046	36,555	8.32%
Operating	412,066	338,955	350,011	11,056	3.26%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	826,128	778,446	826,057	47,611	6.12%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Office Assistant II	0.50	1.00	1.00	0.00	0.00%
Contract Manager - Buildings	1.00	1.00	1.00	0.00	0.00%
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Tradesworker	3.00	3.00	3.00	0.00	0.00%
Supervisor	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II	0.50	0.50	0.50	0.00	0.00%
Total	**7.00**	**7.50**	**7.50**	**0.00**	**0.00%**

BUILDING MAINTENANCE

GOALS (Building Maintenance):

- Complete 98% of all non-emergency work orders within five working days of request.
- Create a comprehensive maintenance plan for 25% of the city's 73 facilities.
- Create a mechanism that will respond to work order requestor that work order has been completed and closed.
- Continued refurbishment of Snowflake Christmas decorations

ACCOMPLISHMENTS (Building Maintenance):

- Maintained completion of 98% of all non-emergency work orders within 5 working days with current staffing levels while city has grown and added additional facilities.
- All emergency work orders completed within 24-hours.
- Animated Santa installation and Christmas yard decorations.
- Replenishing Snow Flakes including re-wiring of same.
- Major cleanup of 3 transient encampments at Riverbend Park in support of the new bike trail.
- Weekly Safety training classes instituted
- Ongoing cleaning and reorganization of the maintenance shop

BUILDING MAINTENANCE

GOALS (Facilities R&R Program):

- Receive a composite rating of satisfactory or better on quarterly janitorial service ratings from 90% of respondents.
- Maintain the appearance of City facilities through regular preventative maintenance and repair.
- Manage the successful completion of projects described in the Facilities Renewal and Replacement Fund.
- Work with Finance Department to finalize submittal of Hurricane Irma related repairs and documentation for FEMA reimbursement.
- Work with C.O.B. engineering dept. to identify C.I.P. related projects.
- Update the comprehensive five year H.V.A.C. replacement plan.

ACCOMPLISHMENTS (Facilities R&R Program):

- Managed Janitorial Services Contract with American Janitorial Inc.
- Updated the quarterly janitorial review survey to be more inclusive of specific tasks.
- Managed 18 different miscellaneous crafts and trades vendors, primarily used in completing Facilities Renewal and Replacement projects.
- Managed successfully and completed 100% of the Facilities Renewal and Replacement fund projects.
- Compiled comprehensive spreadsheet of Hurricane Irma damages and provided to Finance for FEMA reimbursement.
- Managed citywide pest control services.

POLICE DEPARTMENT

The Police Department consists of the following divisions:

- Administration
- Operations
- Community Outreach
- Community Service/Animal Control
- Criminal Investigations
- Records
- Neighborhood Improvement

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Special Duty	51,082	70,000	55,000	(15,000)	-21.43%
Fines/Forfeits	41,967	50,000	45,000	(5,000)	-10.00%
Code Violations	363,997	406,575	402,544	(4,031)	-0.99%
General Fund	8,928,553	9,102,425	9,424,659	322,234	3.54%
Total	9,385,599	9,629,000	9,927,203	298,203	3.10%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Administration	827,505	803,089	947,704	144,615	18.01%
Operations	5,951,387	6,055,862	6,093,571	37,709	0.62%
Community Outreach	497,199	526,160	523,971	(2,189)	-0.42%
Criminal Investigations	1,210,923	1,254,432	1,378,597	124,165	9.90%
Community Services	363,250	386,435	380,455	(5,980)	-1.55%
Records	150,597	166,447	172,361	5,914	3.55%
Neighborhood Improvements	384,738	436,575	430,544	(6,031)	-1.38%
Total	9,385,599	9,629,000	9,927,203	298,203	3.10%

POLICE ADMINISTRATION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	827,505	803,089	947,704	144,615	18.01%
Total	827,505	803,089	947,704	144,615	18.01%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	292,966	279,886	319,634	39,748	14.20%
Operating	534,539	523,203	628,070	104,867	20.04%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	827,505	803,089	947,704	144,615	18.01%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Police Chief	1.00	1.00	1.00	0.00	0.00%
Captain	0.00	0.00	0.00	0.00	0.00%
Police Officer (Training)	0.00	0.00	0.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Lieutenant	0.00	0.00	0.00	0.00	0.00%
Accreditation Manager	1.00	1.00	1.00	0.00	0.00%
Total	**3.00**	**3.00**	**3.00**	**0.00**	**0.00%**

POLICE ADMINISTRATION

GOALS:

- Employ strategies to bring the police department's staff to 95% or greater.
- Continue updated and rewriting the Ormond Beach Police Department Directives Manual.
- Ensure the accreditation standards are complied with at 95% or greater.

ACCOMPLISHMENTS:

- Completed the annual audit and inventory of the Property and Evidence Unit to ensure compliance with Accreditation Standards.
- Completed quarterly and annual examinations and inspections throughout the year.
- Completed the quarterly and annual DAVID audits.
- Hired and trained ten (10) new employees.

POLICE OPERATIONS

Operations is the core law enforcement and community policing arm of the Police Department that responds to approximately 60,000 to 65,000 calls for service annually and provides patrol and traditional law enforcement activities such as traffic control and initiates proactive steps to reduce crime and enhance the quality of life in Ormond Beach. Approximately 8% of all calls involve some type of serious crime, whereas all other calls are service-related.

POLICE OPERATIONS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Special Duty	51,082	70,000	55,000	(15,000)	-21.43%
Fines/Forfeits	41,967	50,000	45,000	(5,000)	-10.00%
General Fund	5,858,338	5,935,862	5,993,571	57,709	0.97%
Total	5,951,387	6,055,862	6,093,571	37,709	0.62%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	5,446,491	5,478,031	5,551,287	73,256	1.34%
Operating	504,896	577,831	542,284	(35,547)	-6.15%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	5,951,387	6,055,862	6,093,571	37,709	0.62%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Captain	2.00	2.00	2.00	0.00	0.00%
Lieutenant	2.00	2.00	2.00	0.00	0.00%
Sergeant	6.00	6.00	6.00	0.00	0.00%
Corporal	3.00	3.00	3.00	0.00	0.00%
Police Officer	44.00	44.00	46.00	2.00	4.55%
Total	**57.00**	**57.00**	**59.00**	**2.00**	**3.51%**

POLICE OPERATIONS

GOALS:

- To enhance the quality of life for the residents and visitors in Ormond Beach through effective, efficient, courteous, and responsive police services.
- Maintain an average response time of less than 5 minutes for all priority police calls for service.
- Continue the community policing project program to assist in the deterrence of public order crimes. This program addresses incidents such as code violations, civil infractions, public nuisance crimes, and traffic issues. By continuing this program we will reduce the number of repeat calls and improve the overall quality of life for our citizens and visitors.
- Implement a body worn camera program to enhance the safety of officers and citizens.
- Implement a License Plate Reader program that interacts with the systems used by other agencies within the county.
- Replace current 800MHZ radios with P-25 compliant system.
- Replace current security systems into a single user friendly system that is supported by current technology.
- Replace current scheduling program with a web-based system that is supported by current technology.
- Replace current Field Training Program software with a system that is supported by current technology.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Sworn law enforcement members available for CFS response	66	66	66	-	0.00%
Sworn members assigned to Traffic Enforcement	5	5	5	-	0.00%
Members assigned to Traffic Crash Investigations	5	5	5	-	0.00%
Total patrol districts	6	6	6	-	0.00%
Total mobile computers	77	77	77	-	0.00%
Total # of calls received by agency	66,929	86,000	90,000	4,000	4.65%
Citizen-generated workload; Calls for Service (CFS)	21,883	30,000	32,000	2,000	6.67%
Self-initiated workload; pro-active police actions	45,046	46,000	48,000	2,000	4.35%
Traffic citations issued (moving violations only)	4,909	3,595	4,000	405	11.27%
Traffic crashes	2,502	2,268	2,500	232	10.23%
Pedestrian fatalities	3	1	0	(1)	-100.00%
Total Traffic fatalities	4	6	5	(1)	-16.67%
Adult arrests	1,117	967	900	(67)	-6.93%
Juvenile arrests	22	31	31	-	0.00%
DUI arrests	59	31	50	19	61.29%
Total arrests	1,139	998	981	(17)	-1.70%

POLICE OPERATIONS

ACCOMPLISHMENTS:

- Handled over 65,000 calls for service, a small decrease from the previous year. Calls for service represent dispatched calls, self-initiated calls for service, directed patrol requests, and extra service calls.
- Completed over 6,500 police/crime reports and issued over 9,200 traffic related citations/written warnings, a 40% increase over the previous year.
- Conducted over 10,200 traffic stops, a 31% increase over the previous year.
- 1,498 Part I crimes were reported (down 5.7% from 2017) with a clearance rate of 35.6% (up 9.1% from 2017).
- Investigated 1,235 crashes.
- Hired and trained ten (10) sworn police officers during 2018.
- Completed successful operations during numerous special events in the area to include:
  - Race Week
  - Bike Week
  - Spring Break
  - July 4th fireworks celebration
  - Biketoberfest
  - Home for the Holidays Christmas Parade
- Continued use of Social Media to enhance the Police Department's image and deploy information to the public.

POLICE COMMUNITY OUTREACH

Community Outreach provides several educational and intervention-oriented programs that are designed to enhance life skills and prevent crime including:

- Drug Abuse Resistance Education (DARE)
- Police Athletic League (PAL)
- Explorers
- volunteers and neighborhood and business watches
- DARE program for middle schools

The program is supported in part through grant funding from the National Police Athletic League Youth Enrichment Program (PALYEP) and the Youth Leadership Council (YDC). In addition to City revenues that are the primary source of program funding, a not-for-profit PAL board raises funds for Police Athletic League activities.

POLICE-COMMUNITY OUTREACH

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	497,199	526,160	523,971	(2,189)	-0.42%
Total	497,199	526,160	523,971	(2,189)	-0.42%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	458,988	479,484	477,379	(2,105)	-0.44%
Operating	38,211	46,676	46,592	(84)	-0.18%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	497,199	526,160	523,971	(2,189)	-0.42%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Community Program Coordinator	1.00	1.00	1.00	0.00	0.00%
After School Aide	1.00	1.00	1.00	0.00	0.00%
Recreation Leader	1.00	1.00	1.00	0.00	0.00%
Police Officer	3.00	3.00	3.00	0.00	0.00%
Seasonal:					
Tutors	0.00	0.00	0.00	0.00	0.00%
Total	**6.00**	**6.00**	**6.00**	**0.00**	**0.00%**

POLICE-COMMUNITY OUTREACH

GOALS:

- The Crime Prevention/Outreach unit will continue to create and conduct programs to address the variety of needs of the community.
- The Crime Prevention/Outreach unit will continue to create and conduct events that provide information related to crime prevention. These events should also bring the community and their police department together to enhance the positive relationship already shared.
- The Crime Prevention/Outreach unit will develop and maintain positive relationships with the business owners in the city, neighborhood associations, children and citizens.
- Present Drug Abuse Resistance Education (DARE) educational programs to public and private school students and achieve a "graduation" rate of 100%.
- Provide PAL educational tutoring and reading enhancement programs to 100 at risk youth in the Ormond Beach Community.
- Provide anti-bulling presentations to youth attending 5th grades at schools in the Ormond Beach community.
- Maintain the number of Police Officer hours (excluding time of assigned officers) in PAL activities at 200 annually.
- Maintain and expand community partnerships with Ormond Beach area schools.
- Establish a working relationship with Urban Surf 4 Kids in an effort to establish a relationship with fostered youth within the community.
- Build a relationship with the Ormond Beach Middle School staff and students by using programs that bring officers into the school.

ACCOMPLISHMENTS:

- Outreach attended their first Urban Surf 4 Kids event creating a relationship with the organization.
- "Badges N' Board shorts" 3rd annual event took place in the summer to promote water safety. Several hundred spectators and people participated in the kayaking, paddle boarding and yoga.
- "Back the Blue" Sports Challenge 3rd annual event took place at Riverbend Academy. The sporting exhibitions provided an opportunity for the students, staff, and the police department to strengthen their relationship.
- The 5th Annual "Santa on Patrol" was successful. This year yielded the most toy donations to the program. This resulted in more opportunities to make more stops around the city where around 800 children were contacted at city parks, pre-schools, elementary schools, and retail stores.
- National Night Out was another success. The Hawaiian themed night was held at the Nova Community Park. There were over 2000 attendees.

POLICE-COMMUNITY OUTREACH

ACCOMPLISHMENTS:

- Ormond Beach Outreach Unit partnered with Academy Sports for the holiday season to give 25 students new bicycles and helmets.
- D.A.R.E. Drug Abuse Resistance Education program accomplished a 100% graduation rate among the 9 public and private schools within the city.
- "SLAP" Self-defense for Ladies & Assault Prevention program conducted classes with about 30-35 women per class. The Co-ed Self-defense class was conducted 2 times for Embry-Riddle Aeronautical University's ROTC program.
- "Coffee with a Cop" was conducted 9 times at various locations with about 50-75 attending at each event.
- "Soda Pop with a Cop" was conducted at Chick-fil-A with about 300 attending at each event.
- "Mission PAWSsible" program conducted "Santa Claws for Paws" to create awareness for animal rescues that shelter and care for unfortunate pets.
- "Citizen Police Academy" class was conducted. This five-week course is designed to give the community an inside look at the duties of law enforcement officers.
- "Badges & Brunch" Crimes Against Seniors program was conducted at senior living centers.
- "Mommy, Me & Safety" was conducted at Florida Hospital as part of the Mommy University program. This program is focused on the safety of new mothers and their child. Topics like baby on board safe driving, tips for no baby left behind in a vehicle, securing their residence to prevent the child from leaving unattended and much more is covered.
- The 2nd Annual Unity in the Community event was held in April at the South Ormond Neighborhood Center.
- The 5.0 Club was conducted twice at the Ormond Beach Middle School with approximately 50 students in each class.
- Thirty (30) youth participated in the 2018 R.E.A.D. Reading Exploration Adventure and Discovery program. The goal of R.E.A.D is to increase reading skills in the areas of fluency, vocabulary and comprehension. Based on statistics collected by the school in the majority youth attained learning gains on state tests as a result of participation in the program.
- 24 illustrated stories created by youth in the R.E.A.D. program were exhibited at the Ormond Beach Elementary School Library on May 22, 2018.
- The Tutors Are Us program provided an opportunity for 49 youth (23 fall semester and 26 spring semester) to receive one-on-one instruction geared toward each participant's specific academic needs.
- Science on Patrol 2018 (SOP) provided an opportunity for 28 youth to participate in the program partnership with Ormond Beach Middle School and 11 youth at Ormond Beach Elementary School to increase their skills in math and science. SOP enhances skills through the resolution of crime scene scenarios.
- Ormond Beach PAL was honored during the Ormond Beach Elementary School Volunteer Luncheon in May 2018 as a business partner in youth education.

POLICE-COMMUNITY OUTREACH

ACCOMPLISHMENTS:

- Nine (9) Youth Director's Counsel (YDC) members qualified to attend the 2018 State of Florida Association of Police Athletic League's (SFAPAL) Annual Conference held in Orlando in July 2018.
- YDC member Tiara Glenn received a State of Florida Association of Police Athletic League Tomorrows Future Grant in July 2018.
- In 2018 the Youth Director Council hosted and/or assisted with 20 community service projects in the Ormond Beach community.
- The Ormond Beach PAL boy's 10U Bruins grade basketball team won the championship for their division at the 2018 State of Florida Association of Police Athletic Leagues Tournament. The 10U Bruins placed 2nd at the 2018 Sunshine State Games. The 12U team place 5th at the 2018 Sunshine State Games. A total of 58 youth participated in the 2018 program.
- OBPAL's summer program educational partnership with the South Ormond Neighborhood Center included: Art, Summer Science and Math and Computer Lab instruction. The summer program served approximately 100 children during the two 3 week sessions.
- In partnership with the Ormond Beach Library, OBPAL's Reading with a Cop was offered once a month after school and every other month during the summer in 2018. The program provided an opportunity for police officers to read to 230 children and families about the roles of officers in our community.
- OBPAL provided four fieldtrips to youth in the Department of Leisure Services Summer Connections program partnership. An average of 95 youth attended each field trip. Trips were offered to the Kennedy Space Center, Sea World and two trips to Daytona Lagoon.
- In partnership with the Department of Leisure Services, OBPAL worked with 16 students in a one-day fish cooper-embossing project the Ormond Beach Environmental Learning Center.
- OBPAL partnered with area organizations and schools to provide new toys to at-risk children in the Ormond Beach Community. Approximately 125 children received new toys and bikes during 2018 holiday season.
- The Second Annual Donut Dash 5K was re-located to the Trails Shopping Center for 2018. The event held on May 5, 2018 drew 153 participants for the event.

POLICE-CRIMINAL INVESTIGATIONS

The Criminal Ivestigations program provides follow up investigations on over 1,500 UCR reported crimes annually and conducts pro-active investigations into illegal drug sales and possession.

POLICE-CRIMINAL INVESTIGATIONS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	1,210,923	1,254,432	1,378,597	124,165	9.90%
Total	1,210,923	1,254,432	1,378,597	124,165	9.90%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	1,161,970	1,212,067	1,330,382	118,315	9.76%
Operating	48,953	42,365	48,215	5,850	13.81%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,210,923	1,254,432	1,378,597	124,165	9.90%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Police Officer	7.00	7.00	7.00	0.00	0.00%
Sergeant	1.00	1.00	1.00	0.00	0.00%
Corporal	2.00	2.00	2.00	0.00	0.00%
Victim Advocate Coordinator	1.00	1.00	2.00	1.00	100.00%
Evidence/Crime Scene Supervisor	1.00	1.00	1.00	0.00	0.00%
Evidence/Crime Scene Technician	1.00	1.00	1.00	0.00	0.00%
Office Assistant	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Evidence/Crime Scene Custodian	0.50	0.50	0.50	0.00	100.00%
Total	**14.50**	**14.50**	**15.50**	**1.00**	**6.90%**

POLICE-COMMUNITY SERVICE AND ANIMAL CONTROL

Community Services provides operational and logistical support to other police department functions such as:

- animal control
- police forensics
- alcohol breath testing
- traffic control
- communications

The program's animal control responsibilities include the investigation, documentation and tracking of animal bite complaints and dangerous/vicious animals throughout the city.

The program also serves as a proving ground for employees seeking to become sworn law enforcement officers with the Police Department.

POLICE-COMMUNITY SERVICE AND ANIMAL CONTROL

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	363,250	386,435	380,455	(5,980)	-1.55%
Total	363,250	386,435	380,455	(5,980)	-1.55%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	315,464	325,229	318,039	(7,190)	-2.21%
Operating	47,786	61,206	62,416	1,210	1.98%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	363,250	386,435	380,455	(5,980)	-1.55%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Community Service Officer	4.00	4.00	4.00	0.00	0.00%
Lead Community Service Officer	1.00	1.00	1.00	0.00	0.00%
Total	**5.00**	**5.00**	**5.00**	**0.00**	**0.00%**

POLICE-COMMUNITY SERVICE AND ANIMAL CONTROL

GOALS:

- Promote responsible pet ownership through public awareness speaking at H.O.A. meetings and "Career Days" at schools in the area.
- Double the amount of City Animal Licenses sold to residents through advertising, in the city water bill and social media.
- Expand public awareness and education regarding the availability of Low Cost Spay and Neuter programs.
- Increase the number of animals returned to owners from the Police Department without having to transport to the Humane Society to keep impound fees down.
- Increase training and awareness of animal cruelty and dangerous dog issues.
- Hosting a second Low Cost Vaccination Clinic per month to assist residents.
- Equipping 1 trained CSO with all needed equipment for Chemical Capture

ACCOMPLISHMENTS:

- Hosted twelve (12) successful Low-Cost Pet Vaccination Clinics at the Police Department.
- With the Implementation of the Spay and Neuter Program, the savings have been approximately $3415.00 for the impound fee for 2018.
- Community Service Officers have fitted 80 children with helmets for safe bicycle riding during the Shifters Bike Club, National Night Out or other events.
- Public meetings at the Senior Center with Florida Wildlife Officers on Living with Coyotes in Florida.
- All CSO's are trained in fitting bicycle helmets.

POLICE-RECORDS MANAGEMENT

Records Management provides internal upkeep and management of all Police Department records through a computerized records management system, processing approximately 18,000 to 20,000 reports and citations annually. Records personnel also serve as the point of first contact in person representing the Ormond Beach Police Department to respond to information requests. Records personnel are also first point of contact for many incoming telephone calls.

POLICE-RECORDS MANAGEMENT

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	150,597	166,447	172,361	5,914	3.55%
Total	150,597	166,447	172,361	5,914	3.55%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	138,464	153,522	158,086	4,564	2.97%
Operating	12,133	12,925	14,275	1,350	10.44%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	150,597	166,447	172,361	5,914	3.55%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Records Clerk	3.00	3.00	3.00	0.00	0.00%
Total	**3.00**	**3.00**	**3.00**	**0.00**	**0.00%**

POLICE-RECORDS MANAGEMENT

GOALS:

- Maintain an entry rate of 100% for reports and citations that are continually submitted to the unit on a daily basis.
- Restructure the work flow of the records department.
- Maintain the transfer of Uniform Crime Reports entries between the two separate reporting systems with no more than 5 days of backlog.
- Work towards a completely paperless records management system
- Implement the use of the newly created records manual so that all tasks in the manual are carried out the same way by each clerk.
- Streamline the report submission process.

ACCOMPLISHMENTS:

- The day-to-day backlog of reports has been kept well under 10, normally running less than 5 reports on any given day/time.
- Completed a Record manual that would assist all the clerks if they needed a quick reference guide on how to complete a task they were unfamiliar with. The manual would consist of all the various assignments required within the division.
- Successfully upload the Uniform Crime Report statistics to the Florida Department of Law Enforcement on time as required.
- Continually purge the old report documents that have met the retention schedule. Keeping up to date on the purging will enable the records Unit to have more usable space.
- Streamline the report submission process.

NEIGHBORHOOD IMPROVEMENT

Neighborhood Improvement investigates approximately 5,600 cases annually to ensure compliance with City codes and ordinances through inspections, neighborhood sweeps, and citizen complaints and inquiries. More specifically, Neighborhood Improvement enforces the City's Land Development Code requirements regarding land use and development regulations, sign usage, as well as environmental code requirements. This Division also enforces the regulations contained in the Code of Ordinances with regard to water restrictions, solid waste and various other regulations. In addition, Neighborhood Improvement processes approximately 760-tree removal permits, conducts approximately 940 landscape inspections for new residential construction, and approximately 75 landscape maintenance inspections on existing commercial sites.

Neighborhood Improvement also coordinates a "partnering" effort with neighborhood associations, interested citizens and civic organizations.

NEIGHBORHOOD IMPROVEMENT

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Code Violations	20,741	30,000	28,000	(2,000)	-6.67%
General Fund	363,997	406,575	402,544	(4,031)	-0.99%
Total	384,738	436,575	430,544	(6,031)	-1.38%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	364,301	403,871	397,820	(6,051)	-1.50%
Operating	20,437	32,704	32,724	20	0.06%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	384,738	436,575	430,544	(6,031)	-1.38%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Neighborhood Improvement Manager	1.00	1.00	1.00	0.00	0.00%
Environmental Enforcement Officer	1.00	1.00	1.00	0.00	0.00%
Neighborhood Improvement Officer	3.00	3.00	3.00	0.00	0.00%
Office Assistant III	1.00	1.00	1.00	0.00	0.00%
Total	**6.00**	**6.00**	**6.00**	**0.00**	**0.00%**

NEIGHBORHOOD IMPROVEMENT

GOALS:

- Establish a procedure/process with the Legal Department and Building Division to address occupied structures which are in various stages of disrepair and are unfit for human habitation and have become a public nuisance.
- Expedite the code enforcement notification process with the use of new equipment/technology (Tyler/Munis) as provided by the Information Technology Division.
- Proactive pursuit of outstanding balances related to fine amounts and/or services rendered prior to the lien process.
- Maintain full staffing levels and provide all code related education/training as time and resources allow.

PERFORMANCE MEASURES:

NID ANNUAL REPORT

4/30/2021

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Number of proactive cases	414	253	265	12	4.74%
Number of reactive cases/complaints	1,788	1,982	2,081	99	4.99%
Days from complaint to first inspection	Less than 48 hrs	Less than 48 hrs	Less than 48 hrs	-	-
Total cases brought into compliance **prior to citation**	2,163	2,147	2,255	108	5.03%

NO HEARING CASES MARCH-MAY 2020 DUE TO COVID-19

ESTIMATES BASED ON RECOVERY FROM 2020 COVID-19

ACCOMPLISHMENTS:

- To improve upon effective and efficient enforcement services, the following process improvements have been established:
  - NID has modified its scheduling to include evening hours three times per week which will allow for hand delivery of notices when the property owners are not home between the hours of 8:00 a.m. – 5:00 p.m. The adjusted hours will also allow members of NID to potentially observe violations which have been reported to occur after 5:00 p.m.
  - site maintenance notices will be posted upon the property and mailed by certified mail and regular mail. If the certified mail is not accepted or is returned, the term "notice is received" shall mean ten (10) calendar days after the later of the date the notice of violation was mailed or the property was posted. This action allows NID to expedite the abatement of the nuisance/s and direct the City contractor to resolve the violation
  - new contractor is now providing services to the Neighborhood Improvement Division. Yellowstone Landscaping is currently working for the City and now provides services to NID which allows local and immediate response five days a week; and
  - NID now has a full staff and scheduling weekend hours to address prohibited portable signs placed within the right-of-ways is now possible.

NEIGHBORHOOD IMPROVEMENT

ACCOMPLISHMENTS:

- As a proactive approach to unsafe structures, the unsafe structure abatement team (USAT) has been formed. USAT is compromised of the Chief Building Official, City Engineer, Fire Chief, Neighborhood Improvement Division Manager, and a Police Officer. The purpose of the USAT is to set forth standards to ensure that structures are safe, sanitary and fit for occupancy and use, the closing and vacating of buildings and structures unfit for human occupancy and use, and if necessary, the demolition of such existing structures.
- A community partnership with the Christ Presbyterian Church men's group has been formed. The Christ Presbyterian Church men's group is willing to assist property owners who face various challenges in their lives and may not be able to address code violations in a timely fashion. The Neighborhood Improvement Division will share information between the two parties which may result in a positive connection and outcome. A community partnership with the Rotary Club of Downtown Ormond Beach has just recently been formed and will also provide assistance to property owners who face various challenges in their lives.
- The Neighborhood Improvement Division has significantly reduced the use of paper files except for cases going before the Special Magistrate, cases which have resulted in a City contractor abating the violation, and for new trainees.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

The Fire Department is responsible for providing fire protection, technical rescue, hazardous material response/mitigation and emergency medical services within the city limits of Ormond Beach from four (4) fire station locations. The Department personnel include firefighters many of which are certified as Emergency Medical Technicians (EMT's) and certified as paramedics.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%
Total	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	5,772,443	5,604,884	5,421,854	(183,030)	-3.27%
Operating	862,943	746,421	823,519	77,098	10.33%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Fire Battalion Commander	3.00	3.00	3.00	0.00	0.00%
Captain	12.00	12.00	12.00	0.00	0.00%
Driver Engineer	12.00	12.00	12.00	0.00	0.00%
Firefighters	18.00	18.00	18.00	0.00	0.00%
Fire Chief	1.00	1.00	1.00	0.00	0.00%
Deputy Fire Chief	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Total	**48.00**	**48.00**	**48.00**	**0.00**	**0.00%**

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

GOALS:

- Continue evaluating the fire-rescue system and procedures to improve service.
  - Continue to explore cost savings opportunities without reducing services.
  - Continue to improve service delivery and updating equipment.
- Emergency Preparedness Planning - Evaluate risks, develop and update procedures and exercise operational plans to effectively manage the City's potential emergencies. Continue towards NIMS (National Incident Management System) compliance by ensuring federally mandated courses are completed by City employees.
- Priority Dispatch - Continue on-going communications with Volusia County Public Protection to work through areas of concern to ensure efficiency and continually evaluated for its efficiency and effectiveness.
- Public Fire Safety & EMS Education - Continue delivering public fire safety and EMS education to our citizens and ensure all residents have working smoke detectors. Add new programs such as "Stop the Bleed" program.
- Apparatus Replacement - Evaluate apparatus needs; type and function for current, as well as, future needs.
- Safety - Implement a firefighter fitness standard to reduce the risk of injuries and cost to the City. Maintain a zero tolerance policy for those who willfully violate safe practices.
- Grant Assistance - Continue to seek and apply for grant opportunities that will enhance our service delivery.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

PERFORMANCE MEASURES:

				Change	% Change
	Actual	Estimate	Estimate	FY 2020-21	FY 2020-21
	FY 2019-20	FY 2020-21	FY 2021-22	to FY 2021-22	to FY 2021-22
100- Fires Total number of calls dispatched as building fires	94	95	96	1	1.05%
200- Overpressure Rutures, Explosions	2	3	4	1	33.33%
300- Emergency Medical Services	4,119	4,200	4,500	300	7.14%
400-Hazardous Condition	161	150	165	15	10.00%
500- Service Calls	1,345	1,400	1,450	50	3.57%
600- Good Intent Calls	1,142	1,145	1,200	55	4.80%
700- False Alarmes	310	320	330	10	3.13%
800- Severe Weather	1	2	3	1	50.00%
900- Special Incident Type	10	11	12	1	9.09%
Real Property Value	15,416,150	16,000,000	16,500,000	500,000	3.13%
Fire Loss	894,900	900,000	950,000	50,000	5.56%
Property Saved	14,521,250	15,000,000	15,500,000	500,000	3.33%
Public Education Events	4	50	55	5	10.00%
Total number of people touched by Public Education	5,000	2,500	2,500	-	0.00%

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

ACCOMPLISHMENTS:

- In 2018, Fire Rescue responded to 8,116 incidents.
- Fire Analysis Dollar Value of property responded to was $14,487,576 The property loss due to fire was $1,057,850 with a property save in the amount of $13,429,726
- Deployed two teams to the Florida Panhandled to work the relief efforts after Hurricane Michael. Updated City's EOC procedures to be NIMS compliant. Relocated the existing EOC from the old Police Department building to Fire Station-92.
- Ensured water supply was available for fire suppression by inspecting and acquiring flow readings from city fire hydrants. A second visit was made to the hydrants to paint, grease and apply necessary road reflective markers.
- Reached out to over 3,799 residents for public education. Attended 52 Public Appearance events.
- Provided 3 fire extinguisher demonstrations to local businesses.
- Provided 30 fire station tours to the public.
- Delivered a two successful Child Babysitting and Safety certification courses for our residents and Children of Ormond Beach.
- Delivered quarterly Heartsaver CPR/AED certification course for our residents at no charge.
- Certified City employees from Leisure Services, Public Works, and the Police Department in CPR.
- Attended the Daytona Airport Triennial Drill required by FAA. This is a large mass casualty incident.
- Signed an agreement with Daytona State Collage for students to ride on Ormond Beach units. This EMS skills training is required by the collage to become an EMT or Paramedic and give us a chance to recruit new employees.

BUILDING INSPECTIONS AND SERVICES

Building Inspections provides the following services:

- review of all construction plans for residential, commercial and industrial construction
- issuance of approximately 3,000 building permits annually
- conducts approximately 13,000 building, plumbing, mechanical and electrical inspections for various types of construction within the City limits of Ormond Beach in accordance with the Florida building Code and other State and local laws.

Occcupational Licensing provides the following services:

- issuance of occupational license renewals
- issuance of new occupational licenses
- completion of contractor registrations

BUILDING INSPECTIONS AND SERVICES

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Permit Fees	974,921	945,000	1,101,000	156,000	16.51%
General Fund	60,168	132,529	(22,556)	(155,085)	-117.02%
Total	1,035,089	1,077,529	1,078,444	915	0.08%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	922,971	955,304	946,713	(8,591)	-0.90%
Operating	112,118	122,225	131,731	9,506	7.78%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,035,089	1,077,529	1,078,444	915	0.08%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Chief Building Official	1.00	1.00	1.00	0.00	0.00%
Planning Director	0.35	0.00	0.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Permit Technician	3.00	3.00	3.00	0.00	0.00%
Plans Examiner	1.00	1.00	1.00	0.00	0.00%
Chief Building Inspector	1.00	1.00	1.00	0.00	0.00%
Building Inspector	2.00	2.00	3.00	1.00	50.00%
Engineering Inspector	2.00	2.00	2.00	0.00	0.00%
Total	**11.35**	**11.00**	**12.00**	**1.00**	**9.09%**

BUILDING INSPECTIONS

GOALS:

- Strive to complete permit reviews within streamlined timeframes
- Continue providing time sensitive inspection response (next business day) to contractors and homeowners.
- Continue to look for ways to streamline processes to increase efficiency.

PERFORMANCE MEASURES:

	Actuals FY 2017-18	Estimate FY 2018-19	Estimate FY 2019-20	Change FY 2018-19 to FY 2019-20	% Change FY 2018-19 to FY 2019-20
All inspections for building construction, residential and commercial. Does not include inspections outsourced by the jurisdictions. Exclude Private Providers.	20,000	20,000	20,000	-	0.00%
The percentage volume of building inspections completed by target date of requests for inspection being made. Define on-schedule for your jurisdiction.	99%	99%	99%	-	0.00%
Include re-inspections performed by jurisdiction's licensed inspectors only. Exclude outsourced inspections and inspections performed by Private Providers.	4,800	4,200	4,200	-	0.00%
All plans approved during the designated fiscal year regardless of the number of reviews required prior to approval	4022	3,000	3,000	-	0.00%
All BEMP plan reviews. Exclude Zoning reviews.	100%	100%	100%	-	0.00%
All permits for building construction, residential and commercial.	4022	4800	5500	700	14.58%
Time from electronic date that application for permit is entered into the Permits System to when it is entered as "completed" regardless of when customer picks it up. Count only time when jurisdiction has the plans.	100%	100%	100%	-	0.00%

* Reflects projected year end inspection numbers that are increased due to Hurricane Matthew. Budget was 14,000.

** Reflects projected year end re-inspection numbers that are increased due to Hurricane Matthew. Budget was 1800.

BUILDING INSPECTIONS

ACCOMPLISHMENTS:

- 100% of all building plans shall be electronic submittal
- Maintained 24 hour inspection turnaround for all requests.
- Maintained positions without turnover
- Continued to provide external user training for ProjectDox to Engineers, Architects and builders.
- Added a self-service customer kiosk to the office so that customers can use and be instructed on both online payments/inspection scheduling and Project Dox use
- Revised special event permitting processes that will include training PD and Leisure Services in Project Dox electronic reviews.
- All building inspectors have 1&2 Family Inspector licenses.
- One more building inspector obtained a Fire Safety Inspector certificate.

ROADSIDE AND RIGHT OF WAY MAINTENANCE

The Roadside and Right-of-Way Maintenance program is responsible for the maintenance and repair of City Parks and Properties, 150+ mile network of local roads and related public right of way, including:

- vegetation and debris maintenance of road shoulders, and sidewalks
- right-of-way mowing on a contractual basis
- maintenance and grading of 11 miles of unpaved roads and parking lots that are under the maintenance responsibility of the City
- mowing at the Business Park, Airport and the closed class III Landfill

Program costs are offset in part by the Florida Department of Transportation (FDOT) for road shoulder maintenance and mowing rights-of-way on State roads within the City limits of Ormond Beach. Approximately 98 lane miles of roads are maintained in accordance with an agreement between the City and FDOT for State Road 40, US 1, Nova Road, and A1A (10 lane miles added on Nova Rd). Approximately $99,000 of the $175,000 FDOT contract amount offsets road maintenance costs with the balance dedicated to drainage maintenance.

In-house city personnel provide the services listed above except for right-of-way mowing which is a contracted operation.

ROADSIDE AND RIGHT-OF-WAY MAINTENANCE

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Right of Way Maintenance	137,600	116,000	116,000	-	0.00%
Traffic Signal Maintenance	94,866	95,000	100,000	5,000	5.26%
State Highway Lighting	124,819	125,000	125,000	-	0.00%
General Fund	1,645,547	1,701,494	1,886,185	184,691	10.85%
Total	2,002,832	2,037,494	2,227,185	189,691	9.31%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	936,086	1,023,242	1,086,450	63,208	6.18%
Operating	1,066,746	1,014,252	1,140,735	126,483	12.47%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,002,832	2,037,494	2,227,185	189,691	9.31%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.30	0.00	0.00	0.00	0.00%
Streets Supervisor	1.00	1.00	1.00	0.00	0.00%
Foreman	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	9.00	9.00	9.00	0.00	0.00%
Maintenance Worker III	4.00	4.00	4.00	0.00	0.00%
Maintenance Worker IV	3.00	3.00	3.00	0.00	0.00%
Office Assistant II	0.50	0.00	0.00	0.00	0.00%
Public Works Director	0.25	1.00	1.00	0.00	0.00%
Total	**19.05**	**19.00**	**19.00**	**0.00**	**0.00%**

ROADSIDE AND RIGHT OF WAY MAINTENANCE

GOALS:

- Respond to calls for customer service by the end of business daily and within 1 hour for after hour call-outs.
- Respond to non-Public Works related work orders by end of business for scheduling.
- Incur no more than twelve (12) reported deficiencies on FDOT inspections yearly.
- Complete FDOT deficiencies with 21 working days.
- Assist in providing traffic control for special events.
- Assist with emergency management issues as they arise.
- Work to create greater efficiency in all aspects of street maintenance and repair.
- Continued employee training and certifications.

ACCOMPLISHMENTS:

Street & Right of Way Maintenance

- 17 miles of shell roads were graded. Projected 17 miles in FY 19/20.
- 3,840 maintenance work orders were completed. Projected 3,850 maintenance w/o in FY 19/20.
- 250 maintenance work orders were completed on FDOT roads. 1,967 man-hours were expended assisting other City departments. Projected 1,500 man-hours assisting other departments in FY 19/20.
- 1,098.5 man-hours working for other departments were for maintenance in City Parks. Projected 750 man-hours in FY 19/20.

Asphalt Maintenance

- 132 asphalt work orders were completed repairing city streets, requiring 184 tons of asphalt. Projected 125 asphalt work orders in FY 19/20, 165 tons of asphalt.
- There were 1 asphalt work orders completed on repairing FDOT roads, requiring 2.5 tons of asphalt.

Concrete Maintenance

- 249 work orders were completed for repairs to City sidewalks, curbs, gutters and catch basin aprons, requiring 313 cubic yards of concrete, 178 tons of recycled concrete and 195 tons of limerock base material. Projected 175 concrete work orders, 180 cubic yards of concrete, 150 tons of recycled concrete and 175 tons of limerock base material in FY 19/20.
- There were 145 work orders completed on FDOT walks, curbs, and gutters, requiring 118 cubic yards of concrete. Projected 50 concrete work orders, 80 cubic yards of concrete in FY 19/20.

Sign Maintenance

- There were 835 work orders completed for Traffic Sign installation and repair. Projected 800 work orders for Traffic Sign installation and / or repairs FY 19/20.

Urban Forestry

- There were 229 trees removed from City R/W's or properties and 2 trees were removed from FDOT R/W's.

ENGINEERING

The Engineering Department is responsible for the following functions:

- Liaison with consultant engineers for the design and construction management for airport, road, drainage, water and sewer, recreational facility, beautification and other capital improvement projects.
- Survey and mapping and computer aided design for in-house projects that are not contracted to a consultant engineer.
- Site plan review and permitting of proposed development applications and inspection of all residential and commercial development projects.

ENGINEERING

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Total	962,868	1,192,244	1,088,022	(104,222)	-8.74%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	891,731	1,143,444	1,037,772	(105,672)	-9.24%
Operating	71,137	48,800	50,250	1,450	2.97%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	962,868	1,192,244	1,088,022	(104,222)	-8.74%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.25	0.00	0.00	0.00	0.00%
City Engineer	1.00	1.00	1.00	0.00	0.00%
Civil Engineer	1.00	1.00	1.00	0.00	0.00%
Chief Engineering Technician	1.00	1.00	1.00	0.00	0.00%
Construction Engineer	1.00	1.00	1.00	0.00	0.00%
Engineering Inspector	3.00	3.00	3.00	0.00	0.00%
Engineering Project Manager	1.00	0.00	0.00	0.00	0.00%
Deputy City Engineer	0.00	1.00	1.00	0.00	0.00%
Engineering Project Coordinator	1.00	1.00	1.00	0.00	0.00%
Landscape Architect	1.00	1.00	1.00	0.00	0.00%
Permit Technician	1.00	1.00	1.00	0.00	0.00%
Engineering Technician	1.00	1.00	1.00	0.00	0.00%
Total	**12.25**	**12.00**	**12.00**	**0.00**	**0.00%**

ENGINEERING

GOALS:

- Complete 75% of assigned capital improvement projects within 30 days of the substantial completion date established with the Notice to Proceed.
- Final project costs not to exceed 10% of bid cost for all change orders with the exception of City requested additions to original project scope of work.
- To receive 85% of bids below Engineer's final design cost estimate.

ACCOMPLISHMENTS:

2019 Roadway Rehabilitation – Resurfacing

- Completed the annual road resurfacing contract with approximately 1.3 miles of City streets repaved.

2019 Road Rehabilitation – Microsurfacing

- Completed the annual microsurfacing of approximately 4.1 miles of roadway.

2019 Storm & Sewer Pipe Lining

- Performed restoration improvements to approximately 3,800 linear feet of existing deteriorated and leaking stormdrain and approximately 3,800 linear feet of sewer pipe at various locations throughout the City, using cured-in-place pipe lining.

Breakaway Trails Reclaimed Water Storage & Pumping Station

- Commenced construction of a new pre-stressed concrete reclaimed water storage tank and pump station with variable speed pumps. The project is receiving partial funding from a SJRWMD grant.

Coquina Court Drainage Improvements

- Completed construction of approximately 520 feet of 24-inch stormwater pipe along Coquina Court and Board Avenue, to reduce the extent and frequency of localized flooding in the area.

Cassen Park Pier Replacement

- Repaired damages sustained during Hurricane Irma. Received a FIND Disaster Relief grant to offset a portion of the expense, FEMA funding has been obligated.

Cassen Park Public Dock

- Construction commenced on a public dock adjacent to the fishing pier at Cassen Park. After Hurricane Irma, the original scope of the project was expanded to include expanding a proposed breakwater to better protect City Facility against future storm damage. Received FIND Grants for partial design and construction funding for the project.

CDBG – Ames Park

- Construction of improvements to the parking lot at Ames Park.

ENGINEERING

ACCOMPLISHMENTS:

CDBG – Landscape Renovations

- Installation of new landscaping and irrigation at Ames Park, Cassen Park, and Bailey Riverbridge Gardens. These parks sustained damage to the landscapes during Hurricanes Matthew and Irma, and damaged plant material was removed but not replaced.

Force Main Repairs

- Completed construction of sanitary sewer force main upgrades on A1A/Oceanshore Blvd, Spanish Waters Drive, Granada Blvd/Bovard, and Abby Way. These upgrades will improve the configuration, operational reliability, and redundancy of the force main system.

Forest Hills Trail

- Completed construction of a 3,400 LF multi-use trail, with lighting, connecting the Forest Hills neighborhood to Mayfield Terrace. The project was partially funded by an FDOT Local Agency Participation (LAP) agreement.

Granada Blvd. Landscape Renovations

- Completed design and commenced construction of landscape renovations and irrigation system upgrades in the Granada Blvd. medians from Orchard Street to the I-95 overpass, including the entrance/exit ramps. This project primarily funded by an FDOT Joint Participation Agreement.

Laurel Creek Stream Gauges

- Installed water level detectors/flow meters at three additional locations on Laurel Creek. These monitoring stations will provide additional data and allow City Staff to make better decisions and be more responsive during times of significant rainfall.

North US1 Water Main Improvements (Phase 1)

- Completed construction on a new water main through Ormond Crossings to US1 which will provide increased pressures through the looping with the existing water main and additional reliability.

OBSC Lighting Baseball Field 3 and Soccer Fields 1-3

- Installed lighting fixtures and poles on Wendlestadt baseball field 3 and soccer fields 1, 2, and 3 which were previously unlit. The lighting fixtures installed are LED which are energy efficient, control glare, and provide superior lighting uniformity for better playability.

Outfall Pipe Replacement

- Completed construction for the repair of the damaged Melrose effluent outfall pipe crossing under the Halifax River.

ENGINEERING

ACCOMPLISHMENTS:

WTP Lime Slaker Unit Replacement & Sodium Hypochlorite Generator Replacement

- Commenced construction of 2 replacement lime slaker units and sodium hypochlorite generator, including new generator skids and miscellaneous equipment and minor electrical modifications at the water treatment plant.

WTP Solids Handling Facility Upgrades

- Commenced construction on replacement of solid handling facility dewatering structure and existing centrifuges with a new steel building and vacuum presses.

WWTP Sludge Dewatering & Re-Aeration Basin Improvements

- Commenced construction of improvements to the sludge dewatering process that involves replacement of the two existing centrifuges and polymer blending systems, replacing the bridges and handrails on the two digesters, and structural upgrades within the re-aeration basin.

FLEET OPERATIONS

Fleet Operations is a support service function of city government provides a comprehensive array of repair and preventative maintenance services for a fleet of approximately 229 vehicles and 399 pieces of equipment and other non-rolling stock. Fleet Operations core services include:

- maintaining a parts shop and inventory
- coordination of all sublet repairs
- management of the City's vehicle replacement program
- overseeing operations of the City's central fueling facility
- maintaining management and billing information for all vehicles and equipment

As an "internal service" operation, Fleet Maintenance recovers its labor and overhead through an hourly labor rate billed to user departments and from a 25% surcharge levied on parts and sublet repairs and a 10% surcharge on fuel. The cost of all parts and sublet repairs are charged directly to the user department.

FLEET OPERATIONS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	1,316,960	1,233,777	1,380,289	146,512	11.88%
Total	1,316,960	1,233,777	1,380,289	146,512	11.88%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	355,856	360,643	356,156	(4,487)	-1.24%
Operating	961,104	873,134	1,024,133	150,999	17.29%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,316,960	1,233,777	1,380,289	146,512	11.88%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Garage Supervisor	1.00	1.00	1.00	0.00	0.00%
Fleet System Specialist	1.00	1.00	1.00	0.00	0.00%
Mechanic II	1.00	1.00	1.00	0.00	0.00%
Mechanic III	1.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Courier (part-time)	0.50	0.50	0.50	0.00	0.00%
Total	**4.50**	**5.50**	**5.50**	**0.00**	**0.00%**

FLEET OPERATIONS

GOALS:

- Focus Fleet Operations on rolling stock by limiting subletting of small repairs and maintenance of handheld equipment.
- Maintain vehicle downtime of no more than 7% for all Fire and Police vehicles.
- Maintain an average productivity rate for all mechanics of 83% that generates billable labor rate hours from work orders.
- Achieve ASE Blue Seal of Excellence for 13th consecutive year.
- Continue to provide for efficient, timely and cost effective delivery of repair and maintenance service to the City.
- Pursue options for succession planning within Fleet Operations
- Continue implementation of CIP vehicle in-house builds

ACCOMPLISHMENTS:

- Achieved ASE Blue Seal of Excellence for 12th consecutive year.
- Achieved a downtime rate of lower than 6.8% for all emergency vehicles.
- Completed certification programs for all technicians.
- Continued reduction in parts inventories by Identifying obsolete parts and provide a cost effective recovery and disposal program.
- Continue being a GM Warranty Certified repair facility.

ECONOMIC DEVELOPMENT

The City's Economic Development Department promotes development and redevelopment in Ormond Beach, including the Airport Business Park, downtown, and other areas within the community. In addition, Economic Development works closely with private property owners and City and County officials in the creation and development of a business park in the area along north US1 and Interstate 95. Economic Development also markets the City of Ormond Beach to prospective businesses and visitors.

ECONOMIC DEVELOPMENT

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	413,683	390,128	382,023	(8,105)	-2.08%
Total	413,683	390,128	382,023	(8,105)	-2.08%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	128,140	135,640	153,385	17,745	13.08%
Operating	82,189	100,331	146,931	46,600	46.45%
Capital	-	-	-	-	0.00%
Economic Incentives	203,354	154,157	81,707	(72,450)	-47.00%
Total	413,683	390,128	382,023	(8,105)	-2.08%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Economic Development Dir.	0.90	1.00	1.00	0.00	0.00%
Total	**0.90**	**1.00**	**1.00**	**0.00**	**0.00%**

ECONOMIC DEVELOPMENT

GOALS:

- Retain industrial businesses through visitation program and assist with expansion projects.
- Conduct the first annual Business Retention Survey of target industry in the City in collaboration with the Chamber of Commerce.
- Work with key target businesses in plant expansion and job creation initiatives.
- Collaborate with economic development partners to market & attract out-of-state businesses/visitors to the City.
- Develop/Implement Main Street economic development initiatives.
- Manage City's Business Park including:
  - Prepare marketing material and promote development opportunities at the airport and business park for attraction and expansion of target industry.
  - Work closely with businesses on improvements to the electrical and internet infrastructure.
  - Work with Public Works to develop plans and construct the extension of Signal Avenue and Tower Circle East into the Southwest Quadrant of the Airport.
- Publish and distribute quarterly Economic Development newsletter.
- Update the Economic Development Plan Strategic Plan,
- Work closely with Tomoka Holdings to open up land in the Ormond Crossings master development project.

ACCOMPLISHMENTS:

- Worked with businesses throughout the City to retain and expand their operations and employment base, including, Concentrated Aloe, and Security First Insurance.
- Recruitment of new businesses to the City including Lucky's Market to Downtown CRA.
- Updated economic development marketing material to promote business attraction in the City, Ormond Crossings, Ormond Beach Airport and Business Park.
- In collaboration with the Ormond Beach Chamber of Commerce published the biennial Doing Business in Ormond Beach booklet.
- Provided leadership and consultation to the Ormond Beach Chamber of Commerce, Main Street Inc., and Team Volusia EDC organizations to improve the business climate in the City.

PARKS AND GROUNDS MAINTENANCE

Parks and grounds maintenance program is responsible for:

- routine grounds maintenance
- mowing, general beautification and upkeep of all City's parks and on-site buildings to include:
  - grass mowing
  - flower bed and shrub maintenance
- maintenance and trash collection of the medians along A1A and State Road 40

With the exception of the Memorial Art Gardens, all parks and ground maintenance is performed on a contracted basis.

PARKS AND GROUNDS MAINTENANCE

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	2,087,277	2,177,602	2,326,992	149,390	6.86%
Total	2,087,277	2,177,602	2,326,992	149,390	6.86%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	334,584	326,095	344,846	18,751	5.75%
Operating	1,752,693	1,851,507	1,982,146	130,639	7.06%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,087,277	2,177,602	2,326,992	149,390	6.86%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Contract Manager	1.00	1.00	1.00	0.00	0.00%
Tradesworker	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	1.00	1.00	2.00	1.00	100.00%
Seasonal Positions:					
Maintenance Worker II (1)	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II (4)	2.00	2.00	1.00	-1.00	0.00%
Total	**6.00**	**6.00**	**6.00**	**0.00**	**0.00%**

PARKS AND GROUNDS MAINTENANCE

GOALS:

- Ensure all parks and grounds are inspected bi-weekly to ensure safety, accessibility and cleanliness.
- Quarterly safety meetings with staff.
- Continuation of Hurricane Irma repairs to include replacement of items damaged at Cassen Fishing Pier.
- Quarterly meetings with park staff to discuss progress and course of maintenance.
- To stay on top of additional leaf blowing removal/pressure washing of added concrete and wood paths.
- Work with building maintenance as needed to ensure park buildings are clean, safe and inviting to the public.
- Quarterly budget review to ensure department is staying within budget.
- Work with building maintenance in preparation for Christmas decorations to be placed around the city.
- Continue to develop need assessments to prioritize enhancements and/or replacement projects and relay information in weekly appraisal meetings with building maintenance, landscape contract manager and facilities maintenance contracts manager to address any issues that may need to be addressed.
- Maintain the appearance of City parks and facilities through regular maintenance.

PERFORMANCE MEASURES:

	Actual FY 2019-20*	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Number acres of passive park	80	80	80	-	0.00%
Number of acres of active park	412	412	412	-	0.00%
Number of park acres maintained	492	492	492	-	0.00%
Number of volunteer hours	23,177	23,092	69,500	46,408	200.97%
Number of children registered in summer programs	45	67	200	133	198.51%
Number of available spaces in summer programs (number of registered that are placed)	45	67	220	153	228.36%
Number of children in jurisdiction	6,730	6,730	6,730	-	0.00%

***COVID19**

PARKS AND GROUNDS MAINTENANCE

ACCOMPLISHMENTS:

- Maintained files for photographs and supporting documents for areas of concern
- Major cleanup of 3 transient encampments at Riverbend Park in support of the new bike trail.
- Weekly Safety training classes instituted
- Engraved, constructed and installed new benches and trash receptacles at the new Cassen Park Pier replaced after the hurricane.
- Replaced beach access stairs at ARBP
- Removed and disposed of three antiquated scoreboards at athletic fields.
- Created standard work schedule for all part time and full time people covering all parks for every week.
- Installed concrete posts and tie downs at Rockefeller Gardens to support the movie screen.

  Communicate with Contract Manager any issues found with overall cleanliness of restroom facilities.

LEISURE SERVICES ADMINISTRATION/REGISTRATION

Leisure Services Administration provides the executive leadership and guidance necessary to carry out the mission, goals and policies for recreational, cultural, senior center, special events, special populations, and athletic field's maintenance programs. Leisure Services Administration also processes enrollment and completes registrations for:

- Youth and adult recreation programs
- Contractual instructor classes
- Gymnastics
- Summer camp programs
- Tennis programs
- Field and park rentals

Leisure Services manages recreation center activities held at Nova Community Center, South Ormond Neighborhood Center, Ormond Beach Gymnastics Center and Performing Arts Center.

LEISURE SERVICES ADMINISTRATION/REGISTRATION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Liability Insurance	3,056	13,000	9,100	(3,900)	-30.00%
ARBFP Concession Rental	8,333	10,000	10,000	-	0.00%
General Fund	656,673	671,742	712,373	40,631	6.05%
Total	668,062	694,742	731,473	36,731	5.29%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	477,071	507,880	510,040	2,160	0.43%
Operating	190,991	186,862	221,433	34,571	18.50%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	668,062	694,742	731,473	36,731	5.29%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Leisure Services Director	1.00	1.00	1.00	0.00	0.00%
Asst. Leisure Services Director	1.00	1.00	1.00	0.00	0.00%
Recreation Program Specialist	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Office Assistant III	2.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Office Assistant I	0.63	0.50	0.50	0.00	0.00%
Total	**6.63**	**6.50**	**6.50**	**0.00**	**0.00%**

LEISURE SERVICES ADMINISTRATION/REGISTRATION

GOALS:

- Create a new user friendly Leisure Service website focused on programming and activities.
- Apply for Tree City USA Growth Award, through National Arbor Day Foundation.
- Take over Mayors Health and Fitness Challenge.
- Revamp advertising for summer camps, summer clinics, and yearly programming.
- Partner with engineering to apply for ECHO grant for sports field lighting.
- Develop free lunch and learn programming for the Environmental Discovery Center.
- Provide support to the Community Garden Committee to plan the third community garden in 2018/2019 which may be implemented in fiscal year 2019/2020.
- Promote the existing "Memorial Tree" and "Memorial Bench" programs.
- Ensure the continued use of volunteers.
- Retain Ormond Beach's Tree City USA designation.
- Apply for the NRPA Gold Medal award for the department.
- Achieve all City Commission goals for Leisure Services for FY 2018-19 by the end of the fiscal year.
- Update Master Plan
- Implement Hometown Hero Banner Program

PERFORMANCE MEASURES:

	Actual FY 2019-20*	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of Field/Park/Facility Rentals	276	132	325	193	146.21%
# of Online Registrations	32	10	50	40	400.00%
Efficiency/Effectiveness:					
Achieve City Commission Goals	100%	100%	100%	-	0.00%
Customer Satisfaction %	90%	90%	90%	-	0.00%

*COVID-19

LEISURE SERVICES ADMINISTRATION/REGISTRATION

ACCOMPLISHMENTS:

- Community Partnerships: Several programs, projects and events were completed through new and ongoing community partnerships this year.
- New Activity Guide designed and posted.
- Updated department Facebook and Instagram social media platforms.
- Facilitated the OB Life, Community Conversations program
- Revamped the Adopt a Park program guidelines.
- Increased participation in Adopt a Park program
- Helped facilitate Employee Appreciation Day event.
- Revamped summer camp, summer clinics, and various program flyers.
- Department was once again designated as Tree City USA.
- Nourishing the interest of current volunteers for the possibility of a third Community Garden, and the Environmental Discovery Center.
- Application for NRPA Gold Medal award was submitted.
- Helped facilitate State of City event.
- Expanded involvement with Volusia County Recreation Directors Association by attending monthly meetings.
- Recreation Program Specialist and Assistant LS Director obtained the NAYS Youth Sports Administrators Certifications.
- Three free fishing tournaments were once again held this year as per City Commission goals.

THE CASEMENTS

The Casements is the flagship community enrichment center on the peninsula serving nearly one third of the city's population. Programs that take place at The Casements, in Central Park or as outreach experiences include:

- environmental education such as urban homeowner's landscape conservation
- organic gardening
- safe boating
- manatee and wildlife protection classes and the arts
- Youth-at-Risk programs through story-telling
- computer enrichment classes
- arts and literacy education

Programs and classes offered at Osceola School and the Casements raise confidence and self-esteem to benefit youth, serve families and enhance community values.

As ***a historic facility***, the former home of John D. Rockefeller, Sr., a Great Floridian is on the National Register for Historic Places and is an echo-tourism destination for visitors in Ormond Beach. It serves as an important landmark and symbol of historic preservation for the community within an urban park setting of leisure service facilities.

THE CASEMENTS

Revenue and Expenditure Summaries:

Revenues:					
				Change	% Change
	Actual	Estimate	Budget	FY 2020-21	FY 2020-21
	FY 2019-20	FY 2020-21	FY 2021-22	to FY 2021-22	to FY 2021-22
Casement Fees	26,203	35,000	35,000	-	0.00%
General Fund	245,745	233,779	232,669	(1,110)	-0.47%
Total	271,948	268,779	267,669	(1,110)	-0.41%

Expenditures:					
				Change	% Change
	Actual	Estimate	Budget	FY 2020-21	FY 2020-21
	FY 2019-20	FY 2020-21	FY 2021-22	to FY 2021-22	to FY 2021-22
Personnel Services	150,876	159,598	142,336	(17,262)	-10.82%
Operating	121,072	109,181	125,333	16,152	14.79%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	271,948	268,779	267,669	(1,110)	-0.41%

Staffing Summary:

				Change	% Change
	Actual	Estimate	Budget	FY 2020-21	FY 2020-21
	FY 2019-20	FY 2020-21	FY 2021-22	to FY 2021-22	to FY 2021-22
Full-time Positions:					
Cultural Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker (2)	1.00	1.00	1.00	0.00	0.00%
Recreation Leader (2)	1.25	1.00	1.00	0.00	0.00%
Special Events Tech (1)	0.50	0.50	0.50	0.00	0.00%
Seasonal:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Total	**3.75**	**3.50**	**3.50**	**0.00**	**0.00%**

THE CASEMENTS

GOALS:

- Increase revenue through rentals, events and programming.
- Grow sponsorships with monthly movies, Swing Into Spring, Once Upon a Storytime and other community events.
- Continue partnerships with Ormond MainStreet, Ormond Memorial Art Museum and Gardens, The Ormond Beach Historical Trust, Ormond Beach Chamber of Commerce, The Iranian American Society of Daytona Beach, National Multiple Sclerosis, Runner's High, Run for A Cause, Salty Church, Ormond Beach Rotary, The Antique Automobile Association and The Jewish American Society as it relates to the various community events held on our property.
- Increase sponsorships and partnerships to grow offerings for the summer Enviro Camp.
- Increase attendance at the spring concert series, Swing Into Spring.
- Increase attendance at the monthly "Movies on the Halifax".
- Plan and execute a new weekday lunchtime concert series downtown on The Casements North Lawn.
- Revamp "Rockefeller Revisited" with an updated program for the Fall.
- Update kitchen with new solid surface countertops.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Attendance/Participants:					
Special Events	34,762	50,000	70,000	20,000	40.00%
Tours *	13,777	11,000	14,000	3,000	27.27%
Programs/Classes	182	200	235	35	17.50%
# Rentals:					
Rentals/Groups - Casements	134	100	120	20	20.00%
Rentals/Groups - Riverbridge	68	50	75	25	50.00%
Efficiency/Effectiveness:					
Overall "satisfied/very satisfied" %	95	95	95	-	0.00%

*Includes Oncell App Tours

THE CASEMENTS

ACCOMPLISHMENTS:

- The Casements continues to be the only beachside cultural center that offers fitness, cooking, art and various educational opportunities.
- The Casement partnered for the first time with Ormond Beach Rotary to offer a craft beer festival in Rockefeller Gardens.
- Casements staff attended "Hooked on Fishing, Not on Drugs" workshop to learn new fishing techniques to teach during summer Enviro Camp.
- Casements staff attended a "Social Media" conference to learn updated techniques in marketing various programs.
- Casements staff added a "Christmas Through the Years" page to the virtual Oncell tour.
- Casements staff posted a weekly Instagram story "Tidbit Tuesday" throughout this fiscal year.
- The Casements has grown their Facebook page with over 1500 followers.
- The Casements has 980 followers on their Instagram page.
- Secured a new partnership with Tomoka Outpost to offer kayaking during Enviro Camp.
- Offered two offsite field trips during Enviro Camp.
- Filled Enviro Camp during the first day of registration
- Offered 4 Full Session Scholarships for Enviro Camp through the Joyce Ebbets Scholarship Fund.
- Worked with various community partners to offer Echo Rangers, Starry, Starry Night, Taste of Ormond, Celtic Festival, MS Family Fun Run, Ormond LIVE, Riverfest, The Gaslight Parade, The Antique Car Show, Salty Church Celebration, Tomoka Marathon, Tomoka Triathlon, Persian Festival, King of the Grill, Craft Beer Fest, International Yoga Day in Rockefeller Gardens, Fortuanto Park and The Casements North Lawn.
- Worked with The Casements Guild to offer their 40th anniversary Christmas Gala during the holidays and celebrated their 40 years of service during National Volunteer Week.
- Worked with The Casements Guild to prepare for the Carriage House Expansion Project.

PERFORMING ARTS CENTER

The Ormond Beach Performing Arts Center (OBPAC) consists of an auditorium, rehearsal room, studio and music rooms for City-sponsored groups, professional theater and musical productions. The Center has a seating capacity for 627 people and is built in a fan-shaped, stadium-style configuration.

The Center is also used for many activities, to include:

- Youth dance classes
- Recitals
- Senior shows
- Music events
- Children's theater
- Workshops
- Additional dance classes
- Acting classes
- Voice and piano lessons
- Children's choir
- Cultural arts classes
- Activities seminars

PERFORMING ARTS CENTER

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Tickets/Concessions	86,925	36,000	79,000	43,000	119.44%
General Fund	332,668	232,580	194,166	(38,414)	-16.52%
Total	419,593	268,580	273,166	4,586	1.71%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	135,183	155,281	146,862	(8,419)	-5.42%
Operating	284,410	113,299	126,304	13,005	11.48%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	419,593	268,580	273,166	4,586	1.71%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
P.A.C. Supervisor	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker (2)	1.00	1.00	1.00	0.00	0.00%
Recreation Leader (1)	0.75	0.50	0.50	0.00	0.00%
Box Office Attendant (2)	1.00	1.00	1.00	0.00	0.00%
Total	**3.75**	**3.50**	**3.50**	**0.00**	**0.00%**

PERFORMING ARTS CENTER

GOALS:

- Achieve a 90% or better satisfaction rating from show producers, classes and instructors.
- Seek business partnerships to generate grants/donations.
- Achieve 80% or better of return contracts/rentals.
- Maintain total visits at over 40,000 for shows.
- Produce a (12) day children's summer theatre/production camp through partnership with local theatre/children's arts group.
- Produce a (9) day summer dance camp through local partnerships.
- Increase rental/facility revenue by partnering with local producer to bring in national performers.
- Work with internal show groups to improve ticket sales.
- Seek alternative revenue by increasing daily event rentals for studios/dance rooms.
- Increase day-to-day volunteerism with internal show groups.
- Increase online ticket sales by 2% over last year's numbers through public awareness campaign.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Actual FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Rentals	717	-	297	297	-
Shows/Rentals Attendance	17,220	-	8,280	8,280	-
New Contracts	4	-	1	1	-
Not for Profit Shows	13	-	7	7	-
For Profit Shows	20	-	6	6	-
Efficiency/Effectiveness:					
Returning Contracts	15	-	8	8	-
Customer Satisfaction %	95%	0%	95%	95%	-

PERFORMING ARTS CENTER

ACCOMPLISHMENTS:

- Services expanded to local businesses by incorporating business meetings and training sessions in addition to facility rentals.
- Served as a shelter and food distribution site for City emergency crews and employees during peacetime emergencies.
- Created new relationships with community based not-for-profit service organizations and faith based groups, hosting successful fundraising events.
- Network with other area theatre professionals and attended the InfoComm Conference.
- 30% of total PAC ticket sales are internet based which is a 5% increase over last fiscal year.
- The PAC has over 220 total volunteers who donate approximately 3,000 hours annually.

SENIOR CENTER

The Senior Center program coordinates the activities of a multi-purpose center that includes programs for persons over 55 years of age in the following areas:

- Health
- Arts
- Languages
- Nutrition
- Theater
- Personal finance
- Technology
- Music

The Center also offers classes and activities for physically and mentally challenged citizens and those with other special needs.

In addition, the Center hosts the Ormond Senior Games and maintains the Mainland Council on Aging Senior Congregate Dining and Meals on Wheels programs.

SENIOR CENTER

Revenue and Expenditure Summaries:

Revenues:	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Senior Center	3,981	5,000	5,000	-	0.00%
General Fund	83,940	89,157	92,399	3,242	3.64%
Total	87,921	94,157	97,399	3,242	3.44%

Expenditures:	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	10,478	14,923	13,985	(938)	-6.29%
Operating	77,443	79,234	83,414	4,180	5.28%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	87,921	94,157	97,399	3,242	3.44%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Part-time Positions:					
Maintenance Worker (1)	0.50	0.50	0.50	0.00	0.00%
Total	**0.50**	**0.50**	**0.50**	**0.00**	**0.00%**

SENIOR CENTER

GOALS:

- Monitor the management agreement with Council on Aging to ensure terms of the contract are met.
- Expand evening and weekend rentals to increase revenue wherever possible.

ACCOMPLISHMENTS:

- Continued the Council on Aging Lease Agreement.
- Partnered with long time facility rentals Tomoka Duplicate Bridge and Granada Squares Dancers.
- Expanded rentals and usage to include:
  - Dance Classes
  - Concerts
  - Sunday Church Service
  - Homeowners Association Meetings
  - Sports Association Meetings
  - Seminars

COMMUNITY EVENTS

Community Events coordinates and produces community and City-sponsored holiday and cultural events such as the Fireworks on the Halifax & Independence Day Celebration, Santa Land, Holiday Parade, Art in the Park and the Birthplace of Speed Celebration. This division also coordinates various celebrations, dedications, remembrances, groundbreakings, historical celebrations and various other official City events. Assistance is also provided to other City departments, boards and committees, outside agencies and community service clubs with the presentation of their event schedules.

COMMUNITY EVENTS

Revenue and Expenditure Summaries:

Revenues:	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Sponsorship	202	15,000	15,000	-	0.00%
General Fund	126,944	187,910	191,649	3,739	1.99%
Total	127,146	202,910	206,649	3,739	1.84%

Expenditures:	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	85,053	105,410	94,509	(10,901)	-10.34%
Operating	42,093	97,500	112,140	14,640	15.02%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	127,146	202,910	206,649	3,739	1.84%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Community Events Coordinator	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Community Events Leader (2)	1.25	1.00	1.00	0.00	0.00%
Total	**2.25**	**2.00**	**2.00**	**0.00**	**0.00%**

COMMUNITY EVENTS

GOALS:

- Staff continued development of the Art in the Park event, which was very well received due to the greater quality of the art and craft vendors, a variety of music, and event logistics. The Art in the Park event is a partnership endeavor with the Ormond Memorial Art Museum.
- The Girl Scouts Art Exhibit was added in The Casements showcasing over 300 pieces of arts & crafts from Girl Scout Troops from Volusia County and all over Central Florida.
- Staff added amenities to the "Children's Craft Zone" for the Art in the Park event.
- The Community Events staff with the Memorial Day Committee held the annual Memorial Day Remembrance Service in Rockefeller Gardens. The support of local businesses, civic organizations, and sponsors, we provided the community with a memorable and honorable service.
- Planned and presented three successful kids fishing tournaments. New and return sponsors have contributed prizes, fishing poles, tackle, and refreshments for the participants.
- Produced and organized a successful Veteran's Day Celebration for over 80 local veterans.
- Assisted The Senior Games Board with the 2018 Senior Games Olympics, which had 300 participants, playing in 20 games/activities.
- Presented Summer Sounds Free Concert Series. 3 Concerts.
- Staff assisted Parade Board to increase sponsorships, attendance, and overall presentation of the Home for the Holidays Parade and prizes awarded at a city commission meeting. All three objectives were met and exceeded.
- Staff programmed and facilitated several successful holiday events including Santa on the Go, Holiday Concert, Breakfast with Santa, Letters to Santa, and decorating City Hall tree with students from PACE Center.
- Hosted the Arbor Day Celebration and partnered with EDC Coordinator to add new elements to this event that included an arts and crafts project.
- Continued with community partnerships with many non-profits and civic groups including: Kiwanis Club, Lions Club, Boy & Girl Scouts, Ormond Beach Historical Society, The Casements Guild, Ormond Main Street, Ormond Beach Chamber of Commerce, American Legion Post 267, Civil Air Patrol, Disabled American Veterans, PACE, and Seabreeze High School.
- Increase volunteer and community service worker participation for: July 4th, AITP, Memorial Day, Holiday Parade, kids fishing tournaments, and Veterans Day.

COMMUNITY EVENTS

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Community Events					
Workload:					
Events Total	5	15	100	85	566.67%
Non-annual events	6	12	85	73	608.33%
Efficiency/Effectiveness:					
Customer Satisfaction % - Events	94%	94%	94%	-	0.00%

ACCOMPLISHMENTS:

- Assisted with many cross-departmental events: Earth Day, National Night Out, Mayor's Health & Fitness Challenge, Employee Appreciation Day Luncheon, Police Awards Ceremony, and Ormond Chamber Leadership program.
- Assisted with the monthly "Walk with the Manager" program.
- Assisted Human Resources with workshop food, beverages, and lunches for ongoing training classes.
- Assisted with City Commission workshops and shade meetings, and State of the City.
- Assisted with the OB Life Series for seven months.
- Assisted with water tank ground breaking at Break A Way Trails.
- Assisted with Cassen Pier Ribbon Cutting and naming of the pier.
- Assisted with Rick Boehm softball field ground breaking
- Assisted with Costello stage dedication.
- Assisted with Forest Hills Trail ribbon cutting.
- Coordinator served as the department liaison to the Ormond Beach Chamber's bi-monthly Economic Prosperity Meeting.

ENVIRONMENTAL DISCOVERY CENTER

The Environmental Discovery Center's mission is to foster an awareness and appreciation of the natural environment by providing stimulating environmental education programs that inspire participants to be active stewards of their surrounding natural resources.

The City of Ormond Beach's Environmental Discovery Center (EDC) provides visitors with a glimpse into the diverse ecosystems of Ormond Beach, specifically Central Park. This 2,000 square foot facility is designed to be self-guided. The building serves as a hub for the programming and special events that will immerse visitors in these ecosystems and provide hands-on education.

ENVIRONMENTAL DISCOVERY CENTER

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	115,988	160,814	155,789	(5,025)	-3.12%
Total	115,988	160,814	155,789	(5,025)	-3.12%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	61,907	96,056	89,351	(6,705)	-6.98%
Operating	54,081	64,758	66,438	1,680	2.59%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	115,988	160,814	155,789	(5,025)	-3.12%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Rec Leader (2)	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Total	**2.00**	**2.00**	**2.00**	**0.00**	**0.00%**

ENVIRONMENTAL DISCOVERY CENTER

GOALS:

- Continue to increase overall attendance numbers (walk-ins, program participants, events, etc.) 10% each quarter
- Increase number of meetings, workshops, lectures, classes, and field trips held on Tuesdays, Wednesdays, and Thursdays
- Create adult programs to be held weekdays (ex. craft group, guided nature walks, exercise classes)
- Create children's nature-themed puppet show programs to be held on a monthly basis
- Create day camp curriculum in order to offer day camps during the next fiscal year
- Create birthday party programs to offer renters
- Increase number of field trips by 20% each quarter
- Continue to market field trips to teachers, scout leaders, homeschool parents
- Develop adult field trip curriculum and market adult field trips
- Develop preschool field trip curriculum and market to day cares, preschools, etc.
- Host four community events minimum per year
- Continue to provide Project WILD workshops at least once per quarter
- Continue to update current exhibits and display items seasonally
- Send donation request to US Fish & Wildlife Services for exhibit materials
- Continue to increase volunteer force by 20% each quarter
- Organize EDC Volunteer field trips and workshops
- Increase social media presence – create Instagram account; increase followers, post regularly (three or more times per week)
- Increase & expand partnerships between EDC & other environmental agencies (ex. Project Learning Tree, Save the Manatees, Green Volusia, Reptile Discovery Center, etc.)
- Increase & expand partnerships between EDC & local civic clubs, adult communities, organizations
- Increase & expand partnerships between EDC & local schools (pre-K, elementary schools, middle schools, high schools, colleges, universities)
- Form a committee with sister facilities and meet quarterly (Marine Science Center, Lyonia Environmental Center, Marine Discovery Center, etc.)
- Attend outreach events (ex. Lagoonacy, Earth Day Picnic on the Plaza, Kids Day America)
- Work with Landscape Architect and Landscape Contracts Manager to update the EDC Grounds
- Apply for the Florida Wildflower Foundation's Viva Florida Wildflower Grant
- Collaborate with Girl Scout Troop 1251 to update the EDC Butterfly Garden and create butterfly signs

ENVIRONMENTAL DISCOVERY CENTER

ACCOMPLISHMENTS:

- Increased overall attendance numbers (walk-ins, program participants, events, etc.) 28.48% compared to the previous fiscal year
- Increased overall number of programs 89.66% compared to the previous fiscal year
- Increased number of meetings, workshops, lectures, and classes, particularly on Fridays and Saturdays
- Held an estimated 153 programs, field trips, meetings, and rentals total during the fiscal year
- Created reoccurring, monthly children's programs for K-5 grade ("Elementary Explorers")
- Created reoccurring, monthly children's program for ages 3-5 ("Little Learners")
- Created kids' holiday crafts program which occurs on a monthly basis (i.e. December Holiday Crafts, February Valentine's Day Crafts, etc.)
- Continued partnership with Volusia County ECHO Rangers Program.
- Created new field trip curriculum for grades K-5, Girl Scouts, homeschool groups, and youth organizations
- Increased number of field trips by 75% compared to the previous fiscal year
- Held field trips for homeschool groups, scout troops (Girl Scouts, Navigators USA), youth organization (i.e. Great Kids Learning Center), public elementary schools (Pathways, Osceola), and private schools (Calvary Christian Academy, UBIC Academy).
- Held The Casements' Enviro Camp at the facility during the summer
- Held Community Gardens Volunteer Board and EDC Volunteers meetings in the EDC Classroom on a monthly basis
- Partnered with Riverbend Academy and the Parks Division for a Central Park clean up
- Partnered with Ormond Beach Police Department to hold Strategic Planning Meeting in the EDC Classroom.
- Partnered with Ormond Beach Planning Department and Engineering Department to hold the FFMA Conference field trip in Central Park and the EDC
- Partnered with Bethune-Cookman University and Stetson University to provide the Coastal Science Research Workshop event in October with an estimated 60 people in attendance
- Partnered with Community Events Division to provide the Arbor Day Event at Ormond Beach Elementary School in January
- Partnered with Halifax River Audubon to provide the second annual Great Backyard Bird Count community event in February with an estimated 200 people in attendance
- Provided Project WILD workshops for educators at least once per quarter
- Updated current exhibits and display items; exhibit materials now rotate seasonally, include more hands-on, interactive materials
- Created EDC Classroom activity stations with coloring pages, puzzles, microscope observations, etc. that rotate seasonally with exhibits

ENVIRONMENTAL DISCOVERY CENTER

ACCOMPLISHMENTS:

- Increased active volunteer participation numbers an anticipated 44% compared to previous fiscal year.
- Steered volunteers to create a program binder with pop-up programs (brief presentations about specific topics), self-guided Central Park scavenger hunts, etc.
- Created EDC volunteer group committees – committees include Field Trips, Children's Programs, Outreach & Marketing, Meetings & Socials, Community Events, Programs, Orientation & Training
- Updated Facebook page and posted regularly (three times per week)
- Created EDC Email Subscriber List and contact lists; sent email blasts on a monthly basis
- EDC Coordinator forged new partnerships with the Tomoka Marsh Aquatic Preserve, St. Johns Water Management District, Captain James Ormond Chapter of the Daughters of the American Revolution, Rotary Club of Downtown Ormond Beach
- Expanded partnerships with UF/IFAS Extension (Master Gardener Program), Volusia County Environmental Management, Florida Fish & Wildlife, Florida Wildflower Foundation, Lyonia Environmental Center, and Museum of Arts & Sciences
- EDC attended outreach events such as Tomoka Fest, MOAS Natural History Festival, Lyonia Wildlife Festival
- EDC Coordinator attended LEEF environmental education conference and represented the City of Ormond Beach
- EDC Coordinator participated in a Project Learning Tree workshop and received curriculum books

COMMUNITY GARDENS ACCOMPLISHMENTS:

- Added a new member to the Community Garden volunteer board
- Assigned all empty (abandoned or relinquished) garden spaces before new planting season
- Collaborated with Master Gardeners to host workshops, lectures, and classes at Community Gardens & EDC
- Community Gardens representatives attended an outreach event
- Held two business meetings and socials per term

NOVA COMMUNITY CENTER

The Nova Community Center is a totally air-conditioned facility, which includes:

- Gymnasium
- family game room
- fitness room
- restrooms
- classroom
- multi-purpose activity room

There are ongoing classes and activities for both children and adults throughout the year.

Outdoor facilities located at the Nova Community Park include:

- Basketball court
- Tennis & racquetball courts
- Jogging trail
- Skateboard court
- Playground
- Baseball fields
- Wide sidewalks

NOVA COMMUNITY CENTER

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Fees	16,721	18,500	10,500	(8,000)	-43.24%
General Fund	267,894	308,343	310,910	2,567	0.83%
Total	284,615	326,843	321,410	(5,433)	-1.66%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	178,245	213,088	204,905	(8,183)	-3.84%
Operating	106,370	113,755	116,505	2,750	2.42%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	284,615	326,843	321,410	(5,433)	-1.66%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Recreation Leaders (4)	2.00	2.00	2.00	0.00	0.00%
Therapeutic Aide (1)	0.75	0.50	0.50	0.00	0.00%
Total	**3.75**	**3.50**	**3.50**	**0.00**	**0.00%**

NOVA COMMUNITY CENTER

GOALS:

NOVA COMMUNITY CENTER:

- Effectively promote summer and teen activities as well as open gym for basketball and pickleball offered at the Nova Community Center using improved flyers and social media.
- Increase usage of newly expanded exercise room by 5%.
- Create a noncompetitive sports program for children ages 7-12 years old who want to play sports but are not focused on one sport.
- Continue and promote beginning sport skills programs for children ages 3-7 years old to increase participants.
- Create inclusive preview day for upcoming programs including Explore the Arts, Sport Skills Development, 5K Wanderers etc.

SPECIAL POPULATIONS:

- Maintain existing programs and events for special populations while increasing participant numbers by using improved flyers, gaining community contacts through health fairs and community days and increase social media presence.
- Continue to offer Camp T Rec for those special needs participants who need more individualized care adding more opportunities to learn job skills.
- Continue to offer The Lunch Bunch program for adults with special needs to provide time to socialize within a safe environment and expand program to invite guest speakers.
- Create a support group where parents can socialize and get advice while offering an opportunity for their children with special needs to socialize as well.
- Hold 5K Wanderers in different parks to introduce participants to more of the City.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Total Visits (inside only) Attendance	43,948	18,817	54,025	35,208	187.11%
Special Populations					
Workload:					
Special Needs Division Programs/Events	21	12	34	22	183.33%
Special Needs Division Community Partners	2	-	6	6	600.00%
Efficiency/Effectiveness:					
Customer Satisfaction %	95%	95%	95%	-	0.00%

NOVA COMMUNITY CENTER

ACCOMPLISHMENTS:

NOVA COMMUNITY CENTER:

- Coordinator received CYSA certification with NAYS.
- Improved the pickleball program by expanding the hours by 2.5 hours, created a better rotation system for players and continued pickleball lessons to teach the game to new players.
- Continued rental programming with Jazzercise being offered six days a week and Dance and Acting classes four days a week.
- Offered Tennis Shack monthly rentals.
- Hosted teen summer program offering organized competitive basketball games.
- Offered free meals for children ages 18 and under throughout the summer.
- Hosted a successful Cat Fancier's Cat Show, Embry Riddle Basketball Camp, Girl Scout Event, Basketball League and Volleyball League.
- Created an inclusive sports skills development program for ages 3-7 years old.

SPECIAL POPULATIONS:

- Had a successful season of special needs sports including, but not limited to, soccer, baseball, basketball, sports of all sorts, 5K Wanderers.
- Camp T-Rec was successfully planned and executed for those with special needs who need more individualized care.
- Offered programming and event participation for partnership programs with Special Populations Activity and Recreation Council (SPARC) and City of Port Orange
- Continued to offer the Lunch Bunch Program, a drop in program for adults with special needs to provide time to socialize and participate in recreational activities with a safe environment.
- Continued to offer Explore the Arts to offer an opportunity for participants to express themselves creatively.
- Began the "Caps for Benches" program which recycles bottle caps and creates a bench for the park.
- Created an inclusive sports skills development program for ages 3-7 years old.
- Planned and hosted a successful Shining STARS Pageant.

SOUTH ORMOND NEIGHBORHOOD CENTER

The South Ormond Neighborhood Center is an air-conditioned facility with an indoor gymnasium, weight and game room, full service kitchen, concession stand, small theatrical stage for special events, multipurpose room, and computer and learning center.
Recreational programs include:

- Arts and crafts
- Ceramics
- Dancnes
- Tutoring classes
- Teen programs
- Progressive young men's club
- Boys & Girls club
- Young ladies club
- Chess club
- Sports
- Occasional field trips

SOUTH ORMOND NEIGHBORHOOD CENTER

Revenue and Expenditure Summaries:

Revenues:	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Fees	8,273	700	700	-	0.00%
General Fund	237,533	271,473	278,269	6,796	2.50%
Total	245,806	272,173	278,969	6,796	2.50%

Expenditures:	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	148,887	180,234	182,450	2,216	1.23%
Operating	96,919	91,939	96,519	4,580	4.98%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	245,806	272,173	278,969	6,796	2.50%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Recreation Leaders (3)	1.50	1.50	1.50	0.00	0.00%
Total	**2.50**	**2.50**	**2.50**	**0.00**	**0.00%**

SOUTH ORMOND NEIGHBORHOOD CENTER

GOALS:

- Further expand the South Ormond Sports Club programs to include elementary school aged children. (4th and 5th graders)
- Continue to offer mentoring/life skills teaching programming with the desired outcome of having at least 150 children involved in "education through recreation" and positive behavior type activities.
- Obtain a total of 2500 clients.
- Partner with Ormond Beach YMCA to expand programming opportunities and water safety instruction.
- Continue to promote lifetime health activities as well as prevention and/or elimination of obesity.
- Continue to promote diversity and fellowship through varied youth programming.
- Hold at least three (3) Neighborhood Festivals.
- Hold at least two (2) intergenerational events.
- Add one (1) more event involving nutritional education to promote the healthy life style movement. (similar to our "lunch and learn" programs)
- Develop a youth summer basketball program /league as part of a new crime prevention movement. (Halifax Youth Basketball Association)

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Total Visits/Attendance	60,000	75,000	124,500	49,500	66.00%
Efficiency/Effectiveness:					
Customer Satisfaction %	90%	90%	90%	-	-

ACCOMPLISHMENTS:

- Hosted successful Boys' Youth Basketball Season.
- Continued implementation of programs and additional tutoring in SONC Computer & Learning Center through partnership with Ormond Beach PAL.
- Continued the partnership with the Ormond Beach PAL in providing Arts & Crafts Programs and additional funding to promote health and positive life styles programs.
- Continued to partner with the Ormond Beach YMCA to provide opportunities for underprivileged children at the YMCA and to aid in cross utilization of facilities.
- Reconnected with NYSCA to provide educational opportunities to staff and volunteer coaches.
- Provided support to local families in need during the holidays.

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

Athletic Fields Maintenance is responsible for turf maintenance and related athletic field repairs at the Nova Community Park, Ormond Beach Sports Complex and the South Ormond Neighborhood Center. Additional responsibilities include general maintenance and clean-up of various hard courts and playgrounds. Current maintenance responsibilities include the following:

- 9 playgrounds
- 4 major league baseball fields
- 9 softball fields
- 11 youth baseball fields
- 8 soccer fields
- 8 handball/racquetball courts
- 10 tennis courts
- 3-1/2 basketball courts
- 4 football fields
- Skateboard park
- Shuffleboard courts

City-Sponsored Sports coordinates and schedules an array of activities for City sponsored sports, parent run sports, local high schools, colleges, and outside rentals. Games and practices take place at Ormond Beach Sports Complex, Nova Community Park, Nova Community Center and South Ormond Neighborhood Center Gymnasiums.

Youth sports programs include flag football, cheerleading, volleyball, a basketball training league, girls basketball leagues, softball sports camps, and golf clinics.

Adult sports consist of men and women's softball, coed softball, church leagues, senior softball, coed volleyball, men's basketball and various softball tournaments.

Parent Run Sports-The City acts as the facilitator by providing topnotch athletic facilities for children to play baseball, softball, basketball, and soccer. In addition to providing facilities, the Athletic Supervisor schedules all games, practices, and offers NYSCA Coaching clinics for all sports.
Outside user groups also use City facilities such as Seabreeze High School, Father Lopez High School, ERAU, BCC, and local churches.
The Athletic Supervisor provides assistance to groups renting fields for tournaments.

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Fees	37,457	42,000	48,000	6,000	14.29%
General Fund	1,307,987	1,365,479	1,416,924	51,445	3.77%
Total	1,345,444	1,365,479	1,416,924	51,445	3.77%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	409,571	394,622	367,473	(27,149)	-6.88%
Operating	935,873	1,012,857	1,097,451	84,594	8.35%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,345,444	1,407,479	1,464,924	57,445	4.08%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Athletic Field Maint Supervisor	1.00	1.00	1.00	0.00	0.00%
Contract Manager - Grounds	0.00	0.00	0.00	0.00	0.00%
Maintenance Worker IV	0.00	0.00	0.00	0.00	0.00%
Maintenance Worker III	0.00	0.00	0.00	0.00	0.00%
Maintenance Worker II	3.00	3.00	3.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II (4)	2.00	2.00	2.00	0.00	0.00%
Athletic Coordinator (3)	1.50	1.50	1.50	0.00	0.00%
Total	**7.50**	**7.50**	**7.50**	**0.00**	**0.00%**

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

ATHLETIC FIELD MAINTENANCE:

GOALS:

- Achieve a customer satisfaction rating of "satisfactory or better" from 90% of surveyed participants regarding facility maintenance.
- Continue bi-annual laser grading of clay infields at Nova Community Park fields and Ormond Beach Sports Complex.
- Work with Public Works on mutual projects.
- Track true costs to City for tournaments.
- Increase use of volunteers.
- Work with the sports associations in an effort to better manage practices and games to reduce wear on athletics fields.
- Continue to develop preventive maintenance program by partnering with Fleet to train ball field maintenance employees to perform a daily maintenance program with each machine.
- Improve playing surfaces and pitching mounds at all baseball fields.
- Continue a successful partnership with Yellowstone
- Add wood bordering to SONC softball field to maintain clay from running off of the field

ACCOMPLISHMENTS:

- Due to usage demand, increased the amount of hours dedicated to the maintenance of South Ormond Neighborhood Center and Osceola Elementary.
- Added crimson stone to fence lines, warning tracks, front of dugouts, behind backstops, & at Shuffleboard to assist with appearance, drainage and weed control.
- Hosted the Harry Wendelstedt Umpire School for six weeks.
- Hosted more than (30) tournaments on the weekends.
- Assisted in many City special events, including July 4th, as well as various events at The Casements.
- Maintain shuffleboard courts at Sports Complex.
- Wendelstedt Fields 1-2 - clay infields laser graded, with staff laying turface and additional clay.
- Added clay and turface to infields at Nova Community Park.
- Added clay to baselines at Wendelstedt Fields.
- Cut out all baselines at Nova to 6 feet.
- Replaced carpet & hitting mats in Nova cages 1 & 4.
- Took over edging of all infields at Nova, SC, S.O.N.C, & Osceola
- Set up Soccer Fields at S.O.N.C. for YMCA Leagues.

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

CITY SPONSORED SPORTS:

GOALS:

- Revamp participant and coaches surveys.
- Increase player participation.
- Increase rentals by a minimum of 10%.
- Achieve a customer service rating of higher than 90%.
- Hold Summer Youth Sports Camps for children in baseball, soccer, softball, golf, basketball, and volleyball.
- Hold yearly officiating clinics to focus on handling of coaches/parents, as well as on-field play.
- Promote lifetime healthy activities as well as prevention and/or elimination of obesity.
- Schedule Athletic Field Maintenance Department to ensure seamless preparation for daily activities.
- Work hand-in-hand with the Associations (Baseball/Softball, Soccer Basketball and Football) for better utilization of fields/gyms through scheduling.
- Strive to decrease light costs at the Sports and Nova complexes.
- Use volunteers for varied tasks and responsibilities.
- Serve as City liaison to the Convention and Visitors Bureau Sports Committee.
- Increase rentals through partnership with Convention and Visitors Bureau Sports Committee and Central Florida Sports Commission.

ACCOMPLISHMENTS:

- Continued the reduction of electricity for utilizing overhead field lights at the Ormond Beach Sports Complex and the Nova Community Complex.
- Increased outside rentals with additional adult and youth sports tournaments.
- Increased high school athletic rentals.
- Added WPFB and MCFB Adult Football, as well as FTB, USSSA, NSA, USSSA and USFA tournaments for additional rentals.
- Hosted MEAC/NCAA Tournament Championships through Bethune Cookman University.
- Hosted successful youth flag football and youth volleyball programs, as well as summer youth sports camps.
- Increased spring, summer and fall volleyball program participation again.
- Scheduled all OBYBA & OBYBSA basketball and baseball games.
- Re-elected as a member of Convention and Visitors Bureau Sports Community.
- Successfully managed the Athletic Field Maintenance division and City Sponsored Sports division.
- Increased rentals by bringing in Women's & Men's football, senior softball tournaments and Youth

CONTRIBUTIONS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	94,615	91,528	203,710	112,182	122.57%
Total	94,615	91,528	203,710	112,182	122.57%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	94,615	91,528	91,528	-	0.00%
Contingency	-	-	112,182	112,182	0.00%
Total	94,615	91,528	203,710	112,182	122.57%

TRANSFERS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	1,173,450	1,306,965	2,861,337	1,554,372	118.93%
Total	1,173,450	1,306,965	2,861,337	1,554,372	118.93%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Transfers	1,173,450	1,306,965	2,861,337	1,554,372	118.93%
Total	1,173,450	1,306,965	2,861,337	1,554,372	118.93%

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DOWNTOWN REDEVELOPMENT TRUST FUND

Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	924,490	718,686	718,686	-	0.00%
Miscellaneous	7,301	1,500	1,500	-	0.00%
Transfers	454,102	456,518	524,246	67,728	14.84%
Use of Fund Balance	-	142,811	885,169	742,358	519.82%
Total	1,385,893	1,319,515	2,129,601	810,086	61.39%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	399,276	419,515	459,601	40,086	9.56%
Capital	1,146,754	600,000	1,570,000	970,000	161.67%
Contributions and Transfers	-	200,000	100,000	(100,000)	-50.00%
Contingency	-	100,000	-	(100,000)	-100.00%
Total	1,546,030	1,319,515	2,129,601	810,086	61.39%

ORMOND CROSSINGS TRUST FUND

Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	47,427	128,224	128,224	-	0.00%
Miscellaneous	1,457	-	-	-	0.00%
Transfers	38,500	104,309	127,237	22,928	21.98%
Use of Fund Balance	-			-	0.00%
Total	87,384	232,533	255,461	22,928	9.86%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	232,533	255,461	22,928	9.86%
Total	-	232,533	255,461	22,928	9.86%

STORMWATER DRAINAGE UTILITY FUND

Stormwater Maintenance is responsible for maintaining the drainage systems along City-maintained roads in an effort to reduce flooding and impacts to water quality of receiving streams associated with stormwater runoff. The program responds to public concerns and needs by investigating and resolving complaints of localized flooding. Routine inspections of facilities are scheduled to ensure that all swales, ditches, drains, creeks, rivers, water retention areas and drainage structures are functioning as intended.

In accordance with a formal agreement with FDOT, the City also maintains drainage ways along US 1, SR 40, A1A and Nova Road. .

Maintenance operations are supported through a monthly stormwater utility fee of $8.00 per "equivalent residential unit" which is charged to all residential and commercial units within the City limits of Ormond Beach. The balance of all revenue generated by the fee that is not applied to maintenance operations is dedicated to the ten-year stormwater improvements program approved in FY 96-97.

STORMWATER DRAINAGE UTILITY FUND

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	195,461	-	-	-	0.00%
Charges for Service	2,539,581	2,525,000	2,525,000	-	0.00%
Miscellaneous	33,482	6,000	6,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	2,768,524	2,531,000	2,531,000	-	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	612,529	639,590	590,104	(49,486)	-7.74%
Operating	848,557	563,215	560,362	(2,853)	-0.51%
Capital	1,121,144	804,000	854,100	50,100	6.23%
Contributions and Transfers	224,820	212,088	197,307	(14,781)	-6.97%
Contingency	-	312,107	329,127	17,020	0.00%
Total	2,807,050	2,531,000	2,531,000	-	0.00%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.20	0.00	0.00	0.00	0.00%
Office Manager	0.50	1.00	1.00	0.00	0.00%
System Mnt. Supervisor	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker IV	3.00	3.00	3.00	0.00	0.00%
Maintenance Worker III	1.00	1.00	1.00	0.00	0.00%
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	3.00	3.00	3.00	0.00	0.00%
Public Works Director	0.20	0.00	0.00	0.00	0.00%
Total	**9.90**	**10.00**	**10.00**	**0.00**	**0.00%**

STORMWATER DRAINAGE UTILITY FUND

GOALS:

- Receive less than twelve (12) maintenance-related complaints annually.
- Perform 3,875 catch basin inspections annually.
- Perform 175 outfall inspections annually.
- Maintain 8.5 million square feet (sf.) of ditches within the City and 11.5 million sf. in the FDOT contract area.
- Clean a minimum of 70,000 linear feet of storm sewer annually.
- Sweep 5,249 curb miles
- Divert 2,000 cubic yards of debris from the storm drain line system

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Linear Ft. of lines cleaned **(City)**	52,958	55,000	57,000	2,000	3.64%
Sq footage of ditch maintenance **(City)**	6,350,983	7,000,000	7,250,000	250,000	3.57%
Sq footage of ditch maintenance (FDOT)	4,937,580	5,500,000	5,500,000	-	0.00%
Pump station inspections	175	200	200	-	0.00%
Outfall inspections	104	225	225	-	0.00%
Catch basin inspections	27,180	35,000	35,000	-	0.00%
Miles of street sweeping	5,029	5,029	5,029	-	0.00%
Efficiency/Effectiveness:					
Diverted Debris Cubic Yards	2,115	2,125	2,125	-	0.00%
Maintenance Related Downtime Days	21	14	12	(2)	-14.29%

Linear Ft. of Line cleaned (City) VacCon downtime excessive

ACCOMPLISHMENTS:

- Performed more than 3953 catch basin inspections.
- Performed 192 outfall inspections.
- Maintained more than 8.855 million sq. ft. of ditches and 18 million sq. ft. of ditches within the FDOT MOA
- Completed 4,623 curb miles of street sweeping
- Diverted 2,110 cubic yards of debris from the storm drain line system

MUNICIPAL AIRPORT FUND

The Municipal Airport is located on 1,164 acres of land that was granted to the City in 1959 by the Federal Government. The Airport facility includes two (2) active runways and six (6) taxiways that are fully lighted. Aviation management and other flight support services are provided through private operations including two (2) full service Fixed Based Operators, an automated weather observation system and ten (10) specialty FBOs that include an aircraft paint shop, maintenance facilities, aircraft sales and flight instructors. In addition, there are two (2) non-precision instrument approaches and an FAA Vortac facility.

There are approximately 140 aircraft based at the airport including three (3) flight schools that are based at the airport and two (2) other flight schools that use the airport extensively for training.

MUNICIPAL AIRPORT FUND

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	64,137	472,500	2,335,159	1,862,659	394.21%
Miscellaneous	204,373	192,000	192,000	-	0.00%
Transfers	66,396	66,390	66,390	-	0.00%
Use of Fund Balance	-	133,247	63,691	(69,556)	-52.20%
Total	334,906	864,137	2,657,240	1,793,103	207.50%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	130,694	137,089	116,445	(20,644)	-15.06%
Operating	139,438	137,569	142,580	5,011	3.64%
Capital	70,833	574,855	2,382,816	1,807,961	314.51%
Contributions and Transfers	13,872	14,624	15,399	775	5.30%
Contingency	-	-	-	-	0.00%
Total	354,837	864,137	2,657,240	1,793,103	207.50%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Airport Manager	1.00	1.00	1.00	0.00	0.00%
Economic Development Director	0.10	0.00	0.00	0.00	0.00%
Total	**1.10**	**1.00**	**1.00**	**0.00**	**0.00%**

MUNICIPAL AIRPORT FUND

GOALS:

- Complete the design and construction of the extension of Signal Avenue and East Tower Circle from the Airport Business Park into the Southwest Quadrant of the airport.
- Commence construction of the extension of Runway 9 and Taxiway Alpha.
- Execute an amended and restated lease agreement between the City and the Riverbend Golf Course.
- Commence design of new perimeter fencing and airport access systems, to include additional lighting and surveillance technology.
- Complete the construction of new directory signage at the airport.
- Assist Scoda Aeronautica and Super Petrel USA with their plans to expand and establish advanced aircraft assembly and testing operations at the airport.
- Assist Aircraft Charter & Logistics with their plan to develop new hangar and service facilities at the airport.
- Assist K & G Aviation with their plan to establish a new aircraft maintenance facility at the airport.
- Market and lease available properties at the Southeast Quadrant.
- Secure all FDOT and FAA grants necessary to complete airport capital improvement projects.

ACCOMPLISHMENTS:

- Completed the construction of improvements to the public use heliport.
- Completed the construction of the rehabilitation of Runway 9/27.
- Managed the review of airport design and construction projects, for which staff secured the maximum available FAA and FDOT funding.
- Implemented the City's Voluntary Noise Abatement program for the airport.
- Conducted public outreach programs in the local community.
- Conducted an airport tenant relations campaign to gain user input about airport operations and facility needs.
- Completed a comprehensive security assessment of the airport, working in concert with consultants from FDOT.
- Completed a comprehensive pavement condition analysis for the airport, working in concert with consultants from FDOT.
- Assisted the Civil Air Patrol with developing and implementing an aerospace education outreach program for local middle schools.

LOCAL LAW ENFORCEMENT TRUST FUND

This fund accounts for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Fines and Forfeits	14,820	-	-	-	0.00%
Miscellaneous	848	-	-	-	0.00%
Use of Fund Balance	-	100,000	65,800	(34,200)	0.00%
Total	15,668	-	65,800	65,800	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	19,028	100,000	65,800	(34,200)	-34.20%
Capital	115,898	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	134,926	100,000	65,800	(34,200)	-34.20%

ECONOMIC DEVELOPMENT FUND

This fund accounts for the City's proceeds of land sales and development costs associated with the City's airport business park.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	-	1,644,000	-	(1,644,000)	-100.00%
Miscellaneous	2,720	411,000	-	(411,000)	-100.00%
Use of Fund Balance	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Total	2,720	2,055,000	-	(2,055,000)	-100.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personal Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	48,306	2,055,000	-	(2,055,000)	-100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	48,306	2,055,000	-	(2,055,000)	-100.00%

FEDERAL LAW ENFORCEMENT TRUST FUND

Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Fines and Forfeits	-	-	-	-	0.00%
Miscellaneous	32	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	32	-	-	-	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

PENSION CONTRIBUTION PASS THROUGH

Used to account for State contributions to the Police and Fire pension funds.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	670,572	850,000	800,000	(50,000)	-5.88%
Total	670,572	850,000	800,000	(50,000)	-5.88%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	670,572	850,000	800,000	(50,000)	-5.88%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	670,572	850,000	800,000	(50,000)	-5.88%

RECREATIONAL FACILITY FEE FUND

This fund accounts for impact fees assessed against users of recreation and cultural facilities within the City. Use of these funds is limited to expansion of those facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Miscellaneous (Impact Fees)	15,574	41,600	41,600	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	15,574	41,600	41,600	-	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	11,351	34,490	12,454	(22,036)	-63.89%
Capital	-	-	10,000	10,000	100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	7,110	19,146	12,036	169.28%
Total	11,351	41,600	41,600	-	0.00%

GRANT FUND

This fund accounts for proceeds of federal and state financial assistance and related capital expenditures.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	830,704	25,000	-	(25,000)	-100.00%
Miscellaneous	451	-	-	-	0.00%
Transfers	-	-		-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	831,155	25,000	-	(25,000)	-100.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	987,349	-		-	0.00%
Contributions and Transfers	22,512	25,000	-	(25,000)	-100.00%
Contingency	-	-	-	-	0.00%
Total	1,009,861	25,000	-	(25,000)	-100.00%

FINANCING DEBT SERVICE FUND

This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Miscellaneous	-	-	-	-	0.00%
Transfers	616,448	706,111	730,798	24,687	3.50%
Use of Fund Balance	-	-	-	-	0.00%
Total	616,448	706,111	730,798	24,687	3.50%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	559,350	704,112	725,123	21,011	2.98%
Contingency		1,999	5,675	3,676	183.89%
Total	559,350	706,111	730,798	24,687	3.50%

2002 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2002 General Obligation Bonds. Revenues include ad valorem property taxes and interest on investments.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	1,517	-	-	-	0.00%
Miscellaneous	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,517	-	-	-	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

2003 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2003 General Obligation Bonds. The proceeds of this debt issue were utilized to construction Fire Station #92. Revenues include ad valorem property taxes and interest on investments.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	116,818	116,208	114,934	(1,274)	-1.10%
Miscellaneous	55	-	-	-	0.00%
Transfer	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	116,873	116,208	114,934	(1,274)	-1.10%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	111,417	115,688	113,000	(2,688)	-2.32%
Contingency	-	520	1,934	1,414	271.92%
Total	111,417	116,208	114,934	(1,274)	-1.10%

2004 REVENUE BOND

This fund records principal and interest payments on Series 2004 Revenue Bonds. The proceeds of this bond issue were used to construct Fire Station #91.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Transfers	158,004	156,000	157,000	1,000	0.64%
Use of Fund Balance	-	-	-	-	0.00%
Total	158,004	156,000	157,000	1,000	0.64%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	156,544	156,000	157,000	1,000	0.64%
Contingency	-	-	-	-	0.00%
Total	156,544	156,000	157,000	1,000	0.64%

2010 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2010 General Obligation Bonds. The proceeds of this bond issue are for a beachfront park.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	353,648	348,623	352,747	4,124	1.18%
Miscellaneous	165	-	-	-	0.00%
Total	353,813	348,623	352,747	4,124	1.18%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	367,982	345,689	349,000	3,311	0.96%
Contingency and Transfers	-	2,934	3,747	813	27.71%
Total	367,982	348,623	352,747	4,124	1.18%

CAPITAL IMPROVEMENT FUND

This fund is used to account for capital asset acquisitions and construction from general government resources and intergovernmental grants.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	408,201	401,104	404,272	3,168	0.79%
Intergovernmental	334,020	879,803	129,803	(750,000)	-85.25%
Miscellaneous	160,090	125,000	-	(125,000)	-100.00%
Transfers	929,996	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	0.00%
Total	1,832,307	1,405,907	534,075	(871,832)	-62.01%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	25,188	-	-	-	0.00%
Capital	2,267,084	1,129,803	357,611	(772,192)	-68.35%
Contributions and Transfers	20,292	21,830	22,618	788	3.61%
Contingency	-	254,274	153,846	(100,428)	-39.50%
Total	2,312,564	1,405,907	534,075	(871,832)	-62.01%

EQUIPMENT RENEWAL AND REPLACEMENT FUND

This fund accounts for replacement of existing capital assets provided by general government resources.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	426,596	431,093	202,136	(228,957)	-53.11%
Miscellaneous	12,085	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Lease Financing	1,377,155	-	-	-	0.00%
Use of Fund Balance	-	21,270	219,227	197,957	930.69%
Total	1,815,836	452,363	421,363	(31,000)	-6.85%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	378,416	270,000	374,000	104,000	38.52%
Contributions and Transfers	160,000	182,363	47,363	(135,000)	-74.03%
Contingency	-	-	-	-	0.00%
Total	538,416	452,363	421,363	(31,000)	-6.85%

PUBLIC SAFETY VEHICLE AND EQUIPMENT FUND

This fund accounts for replacement of public safety vehicles and equipment.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	-	-	626,225	626,225	0.00%
Miscellaneous	-	-	-	-	0.00%
Transfers	-	-	1,522,000	1,522,000	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	-	-	2,148,225	2,148,225	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	420,000	420,000	0.00%
Contributions and Transfers	-	-	218,971	218,971	0.00%
Contingency	-	-	1,509,254	1,509,254	0.00%
Total	-	-	2,148,225	2,148,225	0.00%

TRANSPORTATION IMPROVEMENTS FUND

This fund is used to account for transportation related capital infrastructure acquisition and construction from general government resources.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	507,324	502,317	503,358	1,041	0.21%
Other Taxes	1,170,586	910,000	910,000	-	0.00%
Intergovernmental	-	411,300	411,300	-	0.00%
Miscellaneous	254,048	-	-	-	0.00%
Bond Proceeds	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	463,471	1,011,019	547,548	118.14%
Total	1,931,958	2,287,088	2,835,677	548,589	23.99%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	127,476	235,445	191,731	(43,714)	-18.57%
Capital	619,493	1,337,000	1,963,000	626,000	46.82%
Contributions and Transfers	792,336	714,643	680,946	(33,697)	-4.72%
Contingency	-	-	-	-	0.00%
Total	1,539,305	2,287,088	2,835,677	548,589	23.99%

RECREATION IMPACT FEE FUND

This fund accounts for impact fees assessed and collected against new construction activities. Use of funds is restricted for expansion of existing recreational facilities or construction of new recreational facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Miscellaneous (Impact Fees)	179,273	125,000	125,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	179,273	125,000	125,000	-	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	800,000	-	-	-	0.00%
Contingency	-	125,000	125,000	-	0.00%
Total	800,000	125,000	125,000	-	0.00%

FACILITIES RENEWAL AND REPLACEMENT FUND

This fund accounts for dedicated tax revenues and corresponding facilities maintenance expenditures.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	504,594	502,317	503,358	1,041	0.21%
Miscellaneous	5,887	-	-	-	0.00%
Intergovernmental	10,951	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	189,642	189,642	100.00%
Total	521,432	502,317	693,000	190,683	37.96%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	181,553	106,500	68,500	(38,000)	-35.68%
Capital	713,771	282,500	624,500	342,000	121.06%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	113,317	-	(113,317)	-100.00%
Total	895,324	502,317	693,000	190,683	37.96%

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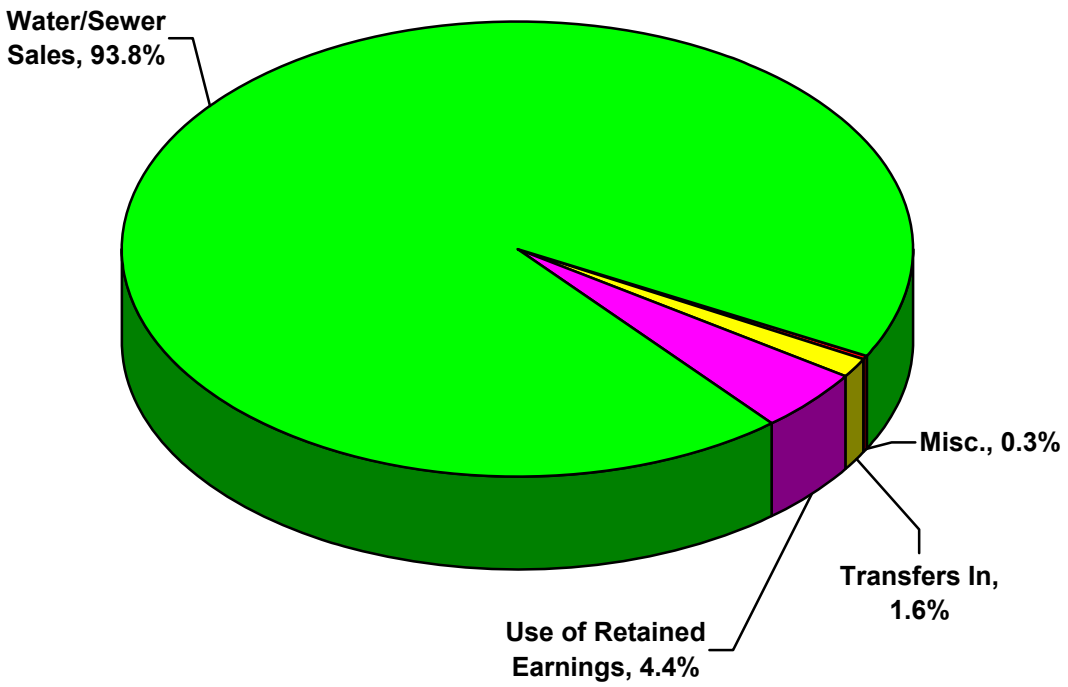
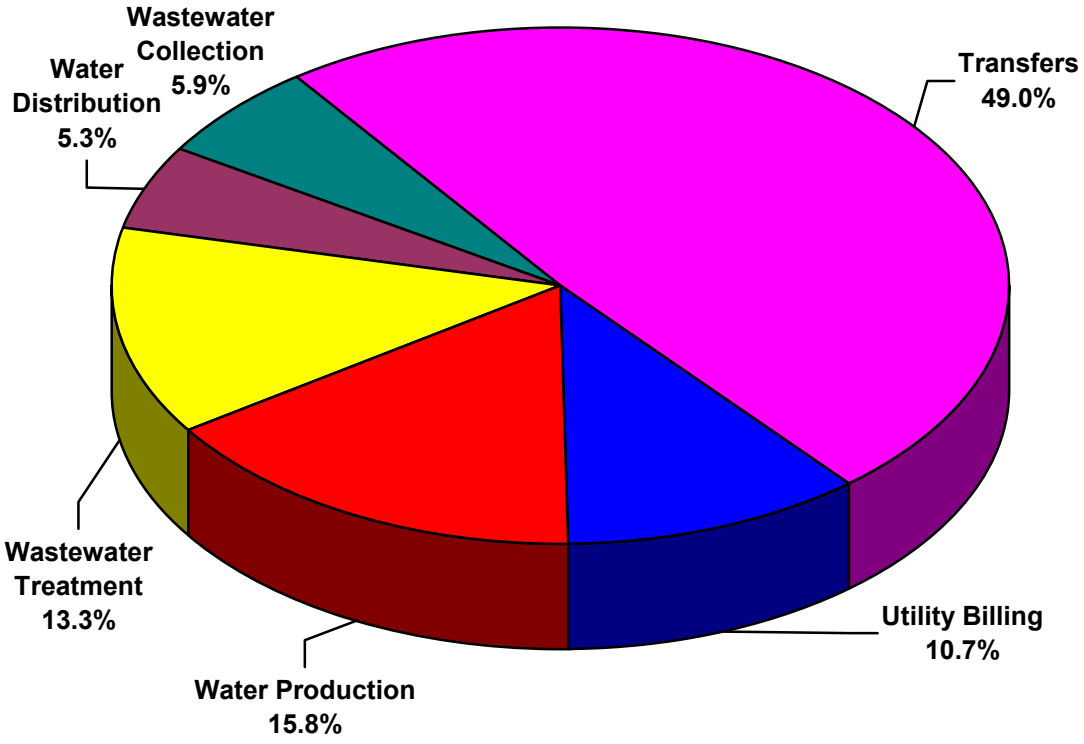
WATER AND SEWER SUMMARY

Description	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Revenues					
Water/Sewer Sales	19,946,223	20,093,000	20,455,000	362,000	1.80%
Intergovernmental	(1,751)	-	-	-	0.00%
Misc Revenue	213,787	55,000	55,000	-	0.00%
Transfers In	463,048	429,919	350,055	(79,864)	-18.58%
Use of Retained Earnings	-	2,353,976	950,000	(1,403,976)	-59.64%
Total Net Revenues	**20,621,307**	**22,931,895**	**21,810,055**	**(1,121,840)**	**-4.89%**
Expenditures					
Utility Billing	1,582,768	1,663,677	2,340,003	676,326	40.65%
Water Production	2,927,055	2,981,866	3,455,063	473,197	15.87%
Wastewater Treatment	2,868,092	2,890,767	2,893,201	2,434	0.08%
Water Distribution	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%
Wastewater Collection	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%
Non-Departmental	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%
Total Net Expenditures	**20,793,689**	**22,931,895**	**21,810,055**	**(1,121,840)**	**-4.89%**

WATER & WASTEWATER FUND REVENUES



WATER & WASTEWATER FUND EXPENDITURES



UTILITY BILLING AND CUSTOMER SERVICE

Utility Billing and Customer Service administers the City's utility billing system, which includes meter reading, billing and collection, and customer service support. This program produces bills annually for water and wastewater service, stormwater utility, solid waste collection and recycling and performs approximately 260,000 meter readings per year.

UTILITY BILLING AND CUSTOMER SERVICE

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Water & Wastewater	1,582,768	1,663,677	2,340,003	676,326	40.65%
Total	1,582,768	1,663,677	2,340,003	676,326	40.65%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	867,694	844,617	729,005	(115,612)	-13.69%
Operating	715,074	819,060	1,610,998	791,938	96.69%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,582,768	1,663,677	2,340,003	676,326	40.65%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Finance Director	0.35	0.00	0.00	0.00	0.00%
Accounting Clerk II	2.00	2.00	2.00	0.00	0.00%
Accounting Technician	3.00	3.00	3.00	0.00	0.00%
Senior Accountant	1.00	1.00	1.00	0.00	0.00%
Customer Serv. Supervisor /Acct.	1.00	1.00	1.00	0.00	0.00%
Meter Reader Supervisor	1.00	1.00	1.00	0.00	0.00%
Meter Reader	4.00	4.00	4.00	0.00	0.00%
Part-time Positions:					
Account Clerk II	0.00	0.00	0.00	0.00	0.00%
Total	**12.35**	**12.00**	**12.00**	**0.00**	**0.00%**

UTILITY BILLING AND CUSTOMER SERVICE

GOALS:

- Complete the ninth phase of the City-wide meter replacement program.
- Maintain generation of 90% of all utility bills within forty-eight hours of the meter read date.
- Maintain the active participation rate for bank drafting utility account payments at 20% of the customer base.
- Increase the active participation rate for customers paying by Internet credit card method.
- Complete 98% of utility work orders within three business days of request.
- Continue working with the utilities distribution program staff replacing commercial meters with radio read meters.
- Increase customer usage of the Interactive Voice Response System by 5%, currently 10%.
- Increase customer usage of the Online Payment Portal by 5%, currently 18%.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-2021	Estimate FY 2021-22	Change FY 2020-2021 to FY 2021-22	% Change FY 2020-2021 to FY 2021-22
Workload:					
Number of utility bills	296,000	301,000	302,000	1,000	0.33%
Customers participating in bank drafting	6,650	6,700	6,850	150	2.24%
Total Number of work orders	19,668	19,750	20,000	250	1.27%
Number of work orders - delinquent cut-offs	4,306	4,450	4,500	50	1.12%
Number of work orders - reconnects	4,306	4,450	4,500	50	1.12%
Efficiency/Effectiveness:					
% customers using bank draft payment	28%	35%	35%	-	0.00%

ACCOMPLISHMENTS:

- Completed the eighth phase of the City-wide meter replacement program.
- Maintained generation of 90% of all utility bills within forty-eight hours of the meter read date.
- Maintained the active participation rate for bank drafting utility account payments.
- Maintained the active participation rate for customers using the Internet account charge and consumption inquiry at 18% of the customer base.
- Completed 98% of utility work orders within three business days of request.
- Navigated through Covid related impact to customers by removing fees and disconnections.
- Obligated by FEMA for each hurricane Matthew project.

WATER PRODUCTION

The City's Water Production section is responsible for providing a reliable source for safe drinking water to customers contained within the City's 57-square mile service area which includes the incorporated city limits and adjacent unincorporated areas.

The Water Production program is responsible for licensed operation and maintenance of all equipment associated with the City's twelve (12) million gallons per day (mgd) Water Treatment Facility. The treatment facility includes an 8 mgd lime softening process and a 4 mgd low pressure reverse osmosis (LPRO) process. Water is blended from both treatment processes prior to distribution. The LPRO concentrate serves as an irrigation source water source as it is blended with reclaimed water for public access irrigation.

The water production section operates and maintains five (5) wellfields that withdraw groundwater from the Upper Florida aquifer through 38 existing wells to meet current and future water demands. The five wellfields, starting in the west and continuing easterly toward the city, include the Rima Ridge, Hudson, Breakaway Trails, State Road 40, and Division Avenue wellfields. Additionally, two elevated storage tanks & 2 ground storage tanks (total storage @ 4.7 mg) and five booster pumping stations are contained within the distribution system to further assist the delivery of finished water to customers.

The program also maintains the water system in conformance with the requirements of the Safe Drinking Water Act, the regulations of the Florida Department of Environmental Protection, Florida Department of Health (DOH) and the Consumptive Use Permit conditions issued by the St. Johns River Water Management District.

WATER PRODUCTION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Water & Wastewater	2,927,055	2,981,866	3,455,063	473,197	15.87%
Total	2,927,055	2,981,866	3,455,063	473,197	15.87%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	1,409,571	1,414,901	1,794,848	379,947	26.85%
Operating	1,517,484	1,566,965	1,660,215	93,250	5.95%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,927,055	2,981,866	3,455,063	473,197	15.87%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	1.00	1.00	0.00	0.00%
Utilities Engineer	0.50	2.00	2.00	0.00	0.00%
Office Assistant II	0.25	1.00	1.00	0.00	0.00%
Chief Treatment Plant Oper. "A"	1.00	1.00	1.00	0.00	0.00%
Supervisor of Equipment Mnt.	1.00	1.00	1.00	0.00	0.00%
Utility Mnt. Foremen	1.00	1.00	1.00	0.00	0.00%
Lead WTP Operator	1.00	1.00	1.00	0.00	0.00%
Treatment Plant Operator	7.00	8.00	8.00	0.00	0.00%
Plant/Pump Mechanic	1.00	1.00	1.00	0.00	0.00%
Utility Electrician	0.25	1.00	1.00	0.00	0.00%
Enviro. Regulatory Compl. Coord.	1.00	1.00	1.00	0.00	0.00%
Sludge Hauling Tech	1.00	1.00	1.00	0.00	0.00%
SCADA Tech.	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Treatment Plant Operator (1)	0.50	0.50	0.50	0.00	0.00%
Total	**16.80**	**21.50**	**21.50**	**0.00**	**0.00%**

* Indicates primary department

WATER PRODUCTION

GOALS:

- Maintain compliant and reliable water production activities meeting customer use demands and regulatory standards to include 4 log Removal Disinfection Certification Status for 12 MGD Water Treatment Facility (8 MGD Lime Softening / 4 MGD LPRO Processes) which requires a 0.7 mg/L Free Chlorine in all three Clearwells and a Combined Filter Effluent (CFE) turbidity of less than or equal to 1 NTU.
- Maintain compliant and reliable water production activities for control of lead and copper, specifically through the use of corrosion inhibitor, to include triennial lead and copper sampling of the distribution system and maintaining an LSI in the finished water of +/- 0.20.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Begin input of plant equipment inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Maintain accurate records and submit regulatory reports on schedule.
- Enhance record keeping and tracking practices for water loss prevention and audit purposes.
- Continue to assess well field, in-plant and distribution system operations to identify all groundwater and finished water use.
- Maintain accurate database for recording well pumping, water distribution system flushing, leak detection, main break and fire hydrant flushing activities for quantifying water use and for adherence to regulatory permit standards.
- Promptly and efficiently address recommendations made during periodic Florida Dept. of Health (FDEP/ FDOH) inspections.
- Complete the integration and efficiently utilize the VT SCADA/ RTU systems for in-plant and remote wellfields and storage tanks and booster pumping stations.
- Continue to repaint aboveground yard piping to coincide with FDEP regulations.
- Consistently monitor the status of the new LPRO Membranes by utilizing the normalization software provided by the membrane manufacturer.
- Improve plant equipment efficiency reduce downtime through timely maintenance and replacement.
- Maintain a ZERO loss of work record by way of continuously implementing plant safety measures.
- Begin implementation of Western Service Area improvements including site evaluations of Airport Road Utility facility properties.
- Begin Consumptive Use Permit Renewal Process.
- Initiate study to site and permit additional production wells.
- Complete design and refurbishment of the aeration tank, blowers, clear well and splitter box project.
- Complete design of filters 5 and 6 replacement.
- Complete design of Leeway tank refurbishment.

WATER PRODUCTION

GOALS:

- Add VFD motor control to the production wells to increase efficiency and save energy.
- Use cellular technology for RTU/SCADA communications to replace radios where signal strength is no longer acceptable.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Volume of water (in MG) processed during reporting period	2,503	2,542	2,542	-	0.00%
Volume of wastewater (in MG) processed during reporting period	1,566	1,806	1,806	-	0.00%
Volume of Reclaimed Water (in MG) distributed during reporting period	1,591	1,735	1,735	-	0.00%
Total volume of raw sewage collected for treatment (MGD AADF) from retail customers	4.35	4.95	4.95	-	0.00%
Total number of manhole failures in collection system	201	180	180	-	0.00%
Total number of leaks in distribution system	211	146	146	-	0.00%
Total number of pipeline breaks in distribution system	34	42	42	-	0.00%
Total number of leaks in reclaimed water system	27	12	12	-	0.00%
Total number of pipeline breaks in reclaimed water system	7	12	12	-	0.00%
Sum of all qualified formal training hours completed by all employees	700	700	700	-	0.00%
Number of calendar days utility was in full compliance with all drinking water quality and treatment technique requirements contained in National Primary Drinking Water Regulations	365	365	365	-	0.00%
Number of calendar days utility was in full compliance with all drinking water quality and treatment technique requirements contained in National Secondary Drinking Water Regulations	365	365	365	-	0.00%
Total number of standard non-compliance days	-	-	-	-	-
Total water treatment plant effluent flow distributed to distribution system	2,033	2,150	2,200	50	2.33%

WATER PRODUCTION

ACCOMPLISHMENTS:

- Maintained compliant Consumptive Use Permit (CUP) operating and reporting requirements and annual groundwater withdrawal allocations. Current year groundwater withdrawal allocation at 7.795 MGD. Current year annual average day groundwater withdrawals for FY 2019-20 at 6.86 MGD. Reporting includes semi-annual EN-50 Groundwater Withdrawal & Annual Wetlands Monitoring reports along with other groundwater conditions sampling, monitoring and reporting.
- Completed 2020 Annual Water Quality "Consumer Confidence" Report.
- Recorded Zero Distribution Bacteriological failures.
- Maintained compliant and reliable water production activities meeting customer use demands and regulatory standards. Current year water plant average day production is 5.57 Million Gallons per Day (MGD) with 7.89 MGD max day demand during recent 12 month period.
- Provide necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Maintained the distribution system through consistent monthly flushing programs.
- Replaced the Water Treatment Plant static mixer. Along with a new static mixer, this project included the needed upgrade of the chemical injection points and a shade structure.
- Completed the implementation of VTSCADA system for all Water, Wastewater, and Reuse facilities including Water Treatment Plant, Raw Water Wells, Storage Tanks, Booster Stations, Waste Water Treatment Plant, Lift Stations and Reuse Facilities. Team member completed advanced training course for VTSCADA.
- Replaced LPRO membranes at the water plant.
- Continued implementing the Tour Trax Asset management system to ensure that quality inspections on vital equipment are done consistently around the plant.
- Installed security surveillance equipment around the facility
- Continued the Water Plant beautification project. This project includes the remediation of rust and corrosion on the plant infrastructure, the addition of planters, shrubbery and trees, as well as painting the pipes and the interior of the Administration building.
- Completed installation of new Static Mixer.
- Completed western service area water distribution system improvements model and project alternatives for promoting improved level of service and reliability and for developing effective options for developer considerations.
- Completed Lime Slaker replacement and MCC project.
- Completed sludge Centrifuge Replacement project.
- Replaced non-operational pump/ motor assemblies at Rima 35, 36, 37, & 38.
- Replaced the underground Electric Service between Hudson wells 30 and 29.
- Complete preparation of bid documents and award for multi-year contracts for Pump and motor repair, Well Repair and Rehabilitation, and Instrumentation and Programming.

WASTEWATER TREATMENT

The City's Wastewater Treatment section is responsible for the compliant operation and maintenance of an advanced domestic wastewater treatment facility having an annual average day capacity of 8.0 million gallons per day (mgd). The treatment process utilized at the City's WWTP consists of influent pumping with odor control, primary screening, five-stage Bardenpho™ (fermentation, first anoxic, aeration, second anoxic, and re-aeration), clarification, media filtration, and disinfection. The wastewater section is also responsible for the reliable operation of over eighty (80) remote lift stations contained within the sanitary sewer service area.

The wastewater treatment facility serves as the source of water for the City's public access reclaimed water system. The reclaimed water system generally consists of two reclaimed water storage tanks (one with a capacity of 3.0 million gallons and one with a capacity of 4.0 million gallons, one high service pump station with a total installed pumping capacity rated at 9800 gpm (14.1 mgd) at 85 psi. This program produces approximately 840 million gallons of reuse water annually, providing an available alternative water source for irrigation needs for 2,345 reuse customers in addition to two golf courses. Treated effluent not reused for irrigation is discharged to the City's permitted surface water discharge, the Halifax River. De-watered residuals (or biosolids) are transported from the wastewater treatment facility and treated to Class AA residual standards by a State-licensed contractor.

Competent, State-licensed operators are responsible for operating the plant in conformance with the requirements of the Clean Water Act, the operating permit and NPDES (National Pollution Discharge Elimination System) permit issued by the Florida Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA).

WASTEWATER TREATMENT

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Water & Wastewater	2,868,092	2,890,767	2,893,201	2,434	0.08%
Total	2,868,092	2,890,767	2,893,201	2,434	0.08%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	1,112,220	1,169,983	925,158	(244,825)	-20.93%
Operating	1,755,872	1,720,784	1,968,043	247,259	14.37%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,868,092	2,890,767	2,893,201	2,434	0.08%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	0.00	0.00	0.00	0.00%
Utilities Engineering Manager	0.50	0.00	0.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mnt. Foreman	1.00	1.00	1.00	0.00	0.00%
Plant/Pump Mechanic	2.00	2.00	2.00	0.00	0.00%
Chief Treatment Plant Operator	1.00	1.00	1.00	0.00	0.00%
Lead Operator	1.00	1.00	1.00	0.00	0.00%
Treatment Plant Operator	7.00	7.00	7.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Total	**13.30**	**12.00**	**12.00**	**0.00**	**0.00%**

WASTEWATER TREATMENT

GOALS:

- Execute Grit Removal contract and complete annual grit removal.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Complete input of plant equipment inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Continue to maintain reliable WWTP operations monitoring and reporting standards and operation parameters for reuse and surface water discharges and Class AA residuals sludge disposal in accordance with regulatory conditions contained in the City's current FDEP Operating Permit.
- Continue optimizing reuse disposal system operations and expansion to further reduce surface water discharges to Halifax River and to promote water conservation.
- Complete the annual reporting requirements for the following topics and activities: Capacity Analysis, Reuse Summary and Correlation, Pretreatment DMR, Primary and Secondary Drinking Water Standards, Summary of Water Quality and Residuals.
- Continue enhancements to SCADA monitoring and reporting program for plant and remote lift station and reuse pumping and storage systems
- Provide necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Improve plant equipment and Lift Stations through maintenance and replacement.
- Permit commercial industries identified as having the capability to contribute contaminants to the sewer collection system that may exceed allowable limits.
- Complete inventory and documentation for backup meters and probes.
- Perform repairs to all concrete reclaimed water ground storage tanks.
- Complete preparation of bid documents and award for multi-year contracts for annual chemical supplies for water and wastewater treatment facilities and wastewater residuals hauling treatment and disposal contract services.
- Complete modifications to chlorine contact chamber to reduce and eliminate permit exceedances.
- Award and complete improvements to Master Lift Station, sludge decant and polymer injection, and post anoxic mixer.
- Complete SWD CBOD investigation and corrective actions to reduce and eliminate permit exceedances.
- Complete Rehabilitation of Sand Filter 1.
- Complete rehabilitation of Clarifier and Weir Covers.

WASTEWATER TREATMENT

ACCOMPLISHMENTS:

- Completed the reporting requirements for the following topics and activities: Reuse, Pretreatment DMR, Primary & Secondary Drinking Water Standards, Priority Pollutants, EPA 503 Biosolids, Reuse Summary and Correlation, Summary of Water Quality & Residuals, Bi-annual Giardia and Cryptosporidium, Semi-annual SWD Toxicity, quarterly Groundwater Monitoring and monthly Discharge Monitoring Reports.
- Plant processed 1,566 million gallons of influent flow (4.29 MGD annual avg. day) and distributed 1,591 million gallons of reuse product (4.36 MGD annual avg. day) during the annual period.
- Completed WWTP Operating Permit Renewal and approval through FDEP. This renewal included revised permit conditions for a Holly Hill Reclaim Water Interconnection to allow more flexibility with reclaimed water use during times supply shortages, conversion of an Equalization Basin into a 3rd Chlorine Contact Basin with baffle installation to improve disinfection and increase permit compliance, the elimination of chronic SWD toxicity testing and reduced frequency and the removal of the Annual Average Total Nitrogen and Total Phosphorus requirement.
- Accurately monitored and reported operation parameters for reuse and surface water discharges and Class AA residuals sludge disposal in accordance with regulatory conditions contained in the City's current FDEP Operating Permit.
- Optimized reuse disposal system operations and expansion to further reduce surface water discharges to Halifax River and to promote water conservation.
- Updated City's Industrial Pretreatment Program (IPP) Enforcement Response Plan to concur with current Sewer Use Ordinance and permit renewal provisions.
- Completed Industrial Pretreatment Program (IPP) annual permitting, sampling, inspection and reporting activities.
- Provided necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Completed VT SCADA system, software and integration.
- Completed project to install new centrifuges and modify the reaeration basin.
- Replace the three variable frequency drives at the influent pump station.
- Completed construction of the Reuse pumping and storage facility at Break Away Trails.
- Complete rehabilitation of Lift Stations 3M, Ashford Lakes and Tomoka Meadows.
- Complete Electrical and Lift Station upgrades at Break Away Trails.
- Completed design plans and specifications to replace the three variable frequency drives at the influent pump station.

WATER DISTRIBUTION

The Water Distribution Section is responsible for reliable operation of the water distribution system.

State–licensed operators and experienced technicians operate and maintain over 400 miles of potable and 25 miles of raw water mains comprised of several material types to include nearly 2000 fire hydrants and thousands of various sized valves and miscellaneous appurtenances.

In addition, this section is responsible for the installation of all new water meters, testing, calibration and/or replacement of existing water meters, enforcement of the cross connection control program and backflow prevention device maintenance. The water distribution crews also self-perform leak detection reconnaissance of the distribution system and respond to all customer requests for assistance and perform any repairs necessary to maintain system service reliability.

WATER DISTRIBUTION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Water & Wastewater	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%
Total	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	826,833	914,995	755,336	(159,659)	-17.45%
Operating	509,742	368,781	391,993	23,212	6.29%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	0.00	0.00	0.00	0.00%
Utilities Engineering Manager	0.50	0.00	0.00	0.00	0.00%
Supervisor of Water Distribution	1.00	1.00	1.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mapping/Locate Tech.	0.50	1.00	1.00	0.00	0.00%
System Maintenance Foreman	2.00	2.00	2.00	0.00	0.00%
Water Distribution Operators	7.00	7.00	7.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Water Quality Control Tech	1.00	1.00	1.00	0.00	0.00%
Partl-time Positions:					
Utility Mapping/Locate Tech.	0.50	0.50	0.50	0.00	0.00%
Total	**13.30**	**12.50**	**12.50**	**0.00**	**0.00%**

WATER DISTRIBUTION

GOALS:

- Maintain reliable water distribution system operations for meeting customers use and quality demands.
- Continue to search for sources of unaccounted for water with emphasis on leak detection program, frequent large meter testing and maintenance of accurate flushing record database to detect all usage throughout City's distribution system. Perform leak detection with in-house personnel for distribution system annually.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Ensure main breaks and service interruptions are repaired in a timely manner and noticed in accordance with pertinent Florida Dept. of Health Regulations.
- Test and inspect all City owned backflow preventers on an annual basis.
- Complete 100% of all service work orders prepared for fire hydrants as identified by Utilities and Fire Department inspections.
- Complete maintenance of all fire hydrants in Ormond by the Sea per yearly contract condition with Volusia County.
- Complete input of asset inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Continue enhancements to City's Cross Connection Control Program and compliance rating.
- Modify for efficiencies and continue to improve current distribution system monitoring, sampling and flushing programs to promote better understanding of system operating conditions and improve water quality.
- Install all new meter requests received due to new development or new customer requests for service.
- Perform accuracy testing on water meters in accordance with or exceeding AWWA standards as referenced in the Water Meter Testing and Repair Manual.
- Complete the Phase IV design for the water main replacement project.
- Construct a parallel water main to improve service and redundancy to the north US1 corridor.
- Construct a secondary 24" raw water main along SR40 from Hunters Ridge to Williamson Boulevard.
- Award bid and complete Leeway Storage Tank and Pump Station Rehabilitation and Improvements project.
- Complete installation of N. US 1 water main expansion project.
- Begin implementation of Western service area improvements including completion of SR 40 / Airport Road water main loop project.

WATER DISTRIBUTION

ACCOMPLISHMENTS:

- Maintained reliable water distribution system operations for meeting customer water use demands and water quality concerns.
- Continued activities and focus to minimize unaccounted water with emphasis on large meter testing, leak detection, flushing database records, small meter replacement and raw water metering accuracy and reporting.
- Repaired all water main breaks and service interruptions in a timely manner and notified affected customers in accordance with pertinent FDEP/ FDOH regulations. Water distribution system returned to service within 12 hours of widespread distribution main ruptures due to extensive tree uprooting during Hurricane Matthew.
- Inspected and/ or repaired all city owned backflow prevention devices (BFPD). Continue installation of BFPD on city owned irrigation systems lacking protection.
- Installed new or exchanged approximately 800 water meters.
- Serviced approximately 283 fire hydrants in Ormond-by-the-Sea that are under a maintenance contract with Volusia County Fire Dept., performed maintenance activities on 195 fire hydrants within city limits located between Beach St and US1 starting from south city limits.
- Responded to and performed repairs on approximately 34 main breaks and 211 service laterals and prepared the necessary Precautionary Boil Water Notices.
- Tested and repaired 100% of all meters within City sized 3" and larger scheduled for this fiscal year. Continue scheduling four to six-year testing program on 2" and 1 ½" water meters
- Replaced approximately 15 non-operable isolation valves of various sizes throughout distribution system.
- Performed scheduled valve maintenance activity on approximately 300 water main valves and as necessary in support of scheduled system shutdowns associated with capital projects or water distribution main and services breaks.
- Flushed water mains for Cl2 residual and overall water quality maintenance from US1 to west City Limits.
- Serviced 26 automatic flushing devices in various locations throughout distribution system.
- Replaced a leaking GSP water main causing low pressure to residents on Rocky Ridge Trail.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

The City's wastewater collection system section is responsible for maintaining reliable operating characteristics throughout the City's wastewater customer service area for:

- 182 miles of gravity sewer main
- 54 miles of force mains
- 24 miles of reuse water mains
- 23 miles of low-pressure sewer mains

The Wastewater Collections program services and maintains over 1,600 Pretreatment Effluent Pumping (PEP) systems serving the low pressure sewer collection needs at the Hunter's Ridge and Breakaway Trails development areas.

The wastewater collection and reuse distribution program performs various preventative maintenance functions to include televising sewer mains for determination of repair needs and identifying inflow-infiltration areas of concern, root control, and periodic pigging of force mains due to main pressure fluctuations affecting operational reliability.

This program also provides round the clock piping and manhole repair activities and response to customer requests for assistance in the event of a sewer backup or reuse irrigation service interruption.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Water & Wastewater	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%
Total	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	1,015,857	1,006,287	821,957	(184,330)	-18.32%
Operating	490,478	468,197	461,198	(6,999)	-1.49%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	0.00	0.00	0.00	0.00%
Utilities Engineering Manager	0.50	0.00	0.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mapping/Locate Tech	0.50	0.00	0.00	0.00	0.00%
System Mnt. Foremen	2.00	2.00	2.00	0.00	0.00%
Supervisor of Collection/Reuse	1.00	1.00	1.00	0.00	0.00%
Plant/Pump Mechanic	2.00	2.00	2.00	0.00	0.00%
Maintenance Worker II	5.00	3.00	3.00	0.00	0.00%
Maintenance Worker III	1.00	3.00	3.00	0.00	0.00%
Maintenance Worker IV	2.00	2.00	2.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Total	**14.80**	**13.00**	**13.00**	**0.00**	**0.00%**

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

GOALS:

- Maintain reliable wastewater collection system (gravity and force main) and reuse storage and distribution operations for customers.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Continue sanitary sewer lining projects citywide.
- Prioritize multi-year lining contract scope of work and renewal to correct known defects or deteriorated portions of sewer mains to ensure the integrity of the system and reduce inflow and infiltration.
- Clean and televise approximately 10,000 feet of gravity sewer main and 200 each sewer laterals. PM activities are performed to prioritize and correct defects in deteriorated portions of sewer mains/ service laterals to reduce likelihood of overflows, inflow and infiltration.
- Begin input of asset inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Rehabilitation of 50 PEP Systems in Hunter's Ridge and Breakaway Trails Areas.
- Construct a parallel force main to improve service and redundancy to the north US1 corridor.
- Complete construction for Lift Station Rehabilitation Projects including station piping, valves and controls upgrades.
- Perform root control services on gravity sanitary sewer as necessary.
- Support Reuse Service area expansion and service to include recent priority to serve south peninsula area customers.
- Develop a Fats, Oils and Grease (FOG) program plan to assist in reducing the amount of the FOG clogging the sewer transmission lines. Initiate records database for development of inspection program for grease interceptors installed at commercial restaurants within the City's sewer collection service area.
- Review best practices concerning flushable items with all Daycare and Senior care facilities to enhance awareness of potentially harmful disposal methods.
- Repair settled manholes on A1A.
- Complete reclaimed water interconnection with City of Holly Hill.
- Begin implementation of western service area improvements related to wastewater collection and conveyance including extension of SR 40 Force main and site evaluation of Airport Road Utility Parcels.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

ACCOMPLISHMENTS:

- Successfully operated City-wide reuse system for annual period delivering reuse product to over 3,200 residential and 2 golf course customers having demand in excess of 1.3 Billion Gallons.
- Submitted the Annual Reuse Report 2019 per FDEP WWTF permit requirements illustrating 4.2 MGD of the 4.43 MGD annual average day flow received at the City's treatment facility is utilized for land application irrigation purposes.
- Maintained Standard Operating Procedures for Reuse Distribution System including responses to extended dry and wet weather conditions and notification to customers regarding service interruptions or other changes.
- Identified locations for additional meters and valves to provide better operational control and water accounting. Installation commenced.
- PEP System PM Activities: Completed rehabilitation of 27 units, replacement of 2 units, performed installation of 2 new units and performed electrical upgrades to 227 PEP System units replaced in West Ormond Low Pressure Sewer Service area.
- Cleaned approximately 7,500 feet of gravity sewer main and 141 each sewer laterals. Televised approximately 750 feet of gravity sewer main and 201 each sewer laterals. Performed root control program activities on approximately 99 each sewer laterals.
- Completed monthly and annual scheduled preventative maintenance service calls for 90 sewage lift stations throughout the collection system which includes reassembly of each duplex configured pump and motor. Responded to all emergency call outs from SCADA and WIN911 Lift Station monitoring system after hours calls for service alarms (annual average 3 calls per week). Ongoing accomplishment
- Completed approximately 888 repairs to collection system (gravity, force main, services and manhole) service calls and 328 reuse system leaks and main breaks.
- Completed a variety of lift station and motor replacements and repairs at various lift stations throughout the sanitary sewer collection system.
- Maintained reliable wastewater collection system (gravity and force main) and reuse storage and distribution operations for customers.
- Assisted reuse system installation project for North US Hwy 1 Median Landscape Project.
- Completed master developer service agreement for Hunter's Ridge – DRI – Flagler Co. to include approval of an overall water and sewer master plan and model.
- Prepared bid specifications for upgrades to PEP System components and awarded a contract for replacement pumps.
- Completed construction for Breakaway Trails Yard Electrical and Pump Upgrades project.
- Prepared design plans and specifications for bidding Lift Station Rehabilitation Project to include 4M and 5M lift station piping, valves and controls upgrades.
- Prepared design plans and specifications and completed construction for the Shadow Crossings Reuse Pump Facility Upgrades Project.
- Assisted in SR-40 Sanitary Sewer pipe collapse repair.
- Assisted in subaqueous reclaimed main repair.
- Constructed North US 1 force main improvements project for promoting improved level of service and reliability and for developing options for developer considerations.

WATER AND WASTEWATER TRANSFERS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Water & Wastewater	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%
Total	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contingency	-	-	100,546	100,546	100.00%
Contributions and Transfers	10,572,864	12,637,325	10,590,758	(2,046,567)	-16.19%
Total	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%

WATER AND WASTEWATER VEHICLE AND EQUIPMENT REPLACEMENT FUND

This fund accounts for replacement of existing vehicles and equipment for the benefit of Water and Wastewater.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Miscellaneous	6,646	-	-	-	0.00%
Transfer	114,996	150,000	150,000	-	0.00%
Use of Fund Balance	-	14,000	50,000	36,000	257.14%
Total	121,642	164,000	200,000	36,000	21.95%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	208,015	164,000	200,000	36,000	21.95%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	208,015	164,000	200,000	36,000	21.95%

WATER AND WASTEWATER RENEWAL AND REPLACEMENT FUND

This fund accounts for replacement of existing capital assets for the benefit of Water and Wastewater.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Bond Proceeds	-	-	-	-	0.00%
Intergovernmental	(37,568)	-	4,935,000	4,935,000	100.00%
Charges for Services	117,146	107,000	107,000	-	0.00%
Miscellaneous	10,896	-	-	-	0.00%
Transfers	2,678,208	4,700,000	2,500,000	(2,200,000)	-46.81%
Use of Retained Earnings	-	-	85,865	85,865	100.00%
Total	2,768,682	4,807,000	7,627,865	2,820,865	58.68%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	281,989	642,376	595,365	(47,011)	-7.32%
Capital	5,017,798	4,082,500	7,032,500	2,950,000	72.26%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	82,124	-	(82,124)	-100.00%
Total	5,299,787	4,807,000	7,627,865	2,820,865	58.68%

WATER AND WASTEWATER CONSOLIDATED DEBT SERVICE FUND

Used to account for principal and interest payments resulting from the issue of revenue bonds and debt financing.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Bond Proceeds		-	-	-	0.00%
Transfer	5,223,000	5,220,000	5,228,000	8,000	0.15%
Total	5,223,000	5,220,000	5,228,000	8,000	0.15%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	5,208,777	5,215,534	5,228,000	12,466	0.24%
Contributions and Transfers	(4,178,919)	-	-	-	0.00%
Contingency	-	4,466	-	(4,466)	-100.00%
Total	1,029,858	5,220,000	5,228,000	8,000	0.15%

WEST ORMOND REUSE IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of West Ormond irrigation facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	2,242	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total	2,242	-	-	-	0.00%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

WATER SYSTEM IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of water facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	686,869	460,000	460,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Retained Earnings	-	1,924,175	60,000	(1,864,175)	-96.88%
Total	686,869	2,384,175	520,000	(1,864,175)	-78.19%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	397,723	2,384,175	520,000	(1,864,175)	-78.19%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	397,723	2,384,175	520,000	(1,864,175)	-78.19%

WASTEWATER SYSTEM IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of wastewater facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Intergovernmental	256,531	-	-	-	0.00%
Miscellaneous (Impact Fees)	614,600	400,000	400,000	-	0.00%
Bond Issue	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total	871,131	400,000	400,000	-	0.00%

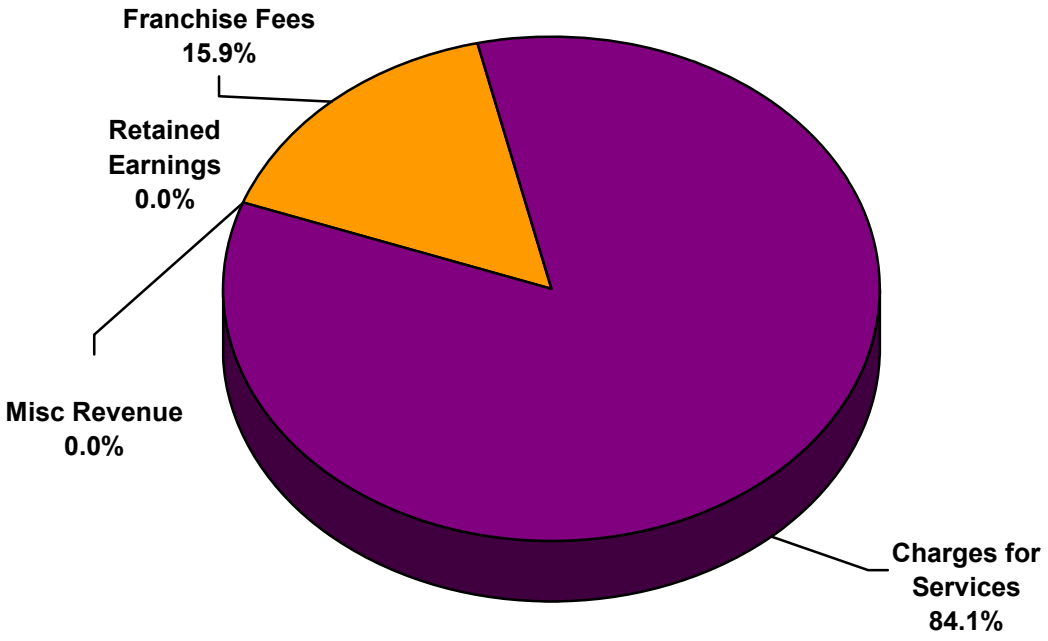
Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	1,434,564	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	400,000	400,000	-	0.00%
Total	1,434,564	400,000	400,000	-	0.00%

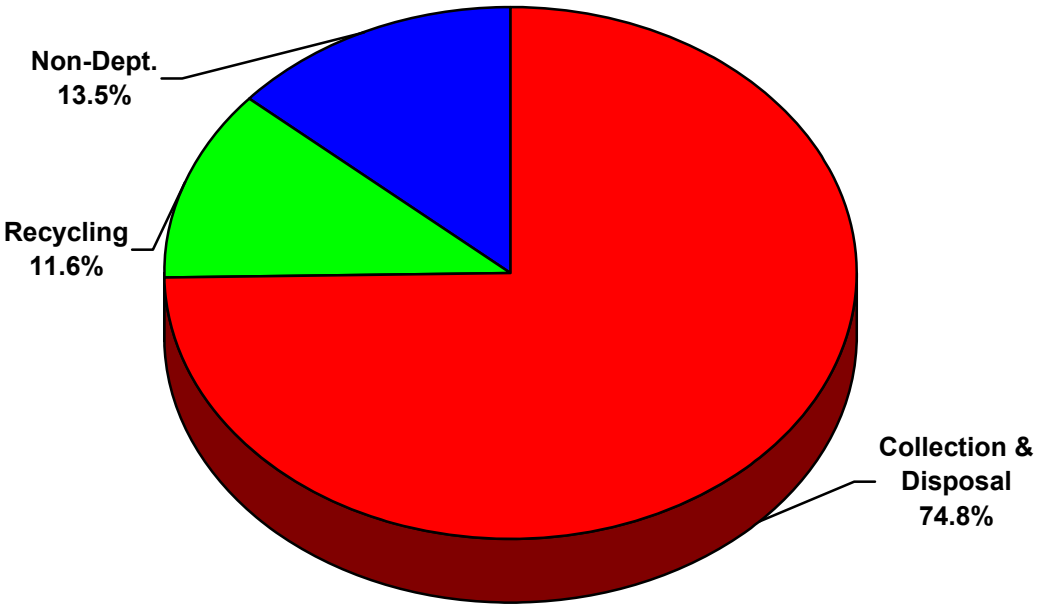
SOLID WASTE FUND SUMMARY

Description	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Revenues					
Franchise Fees	1,543,786	1,500,000	1,500,000	-	0.00%
Intergovernmental	(209,613)	-	-	-	0.00%
Other Charges for Services	7,525,384	7,410,000	7,940,000	530,000	7.15%
Misc. Revenue	9,783	1,000	1,000	-	0.00%
Transfers In	-	-	-	-	0.00%
Use of Retained Earnings	-	159,267	3,232	(156,035)	-97.97%
Total Net Revenues	**8,869,340**	**9,070,267**	**9,444,232**	**373,965**	**4.12%**
Expenditures					
Collection & Disposal	6,767,013	6,701,528	7,068,712	367,184	5.48%
Recycling	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%
Non-Departmental	1,284,628	1,255,167	1,278,742	23,575	1.88%
Total Net Expenditures	**9,144,346**	**9,070,267**	**9,444,232**	**373,965**	**4.12%**

SOLID WASTE FUND REVENUES



SOLID WASTE FUND EXPENDITURES



SOLID WASTE COLLECTION AND DISPOSAL

Through an exclusive franchise with a private contractor, the Collection and Disposal program provides for curbside collection of Class I residential solid waste twice per week and yard once per week. The contractor also collects solid waste from all commercial businesses a minimum of three (3) days per week to a maximum of six (6) days per week.

The contractor disposes of all Class I solid waste at the Volusia County solid waste facility. Residential customers pay a monthly fee to cover the costs of collection and disposal. Commercial customers are presently charged per cubic yard of solid waste disposed in two, four, six and eight cubic yard containers.

Approximately 28,000 tons of solid waste consisting of residential (15,000 tons) and commercial (13,000 tons) is collected annually (excludes 8,300 tons of yard waste).

SOLID WASTE COLLECTION AND DISPOSAL

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Solid Waste	6,767,013	6,701,528	7,068,712	367,184	5.48%
Total	6,767,013	6,701,528	7,068,712	367,184	5.48%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	101,036	101,476	178,587	77,111	75.99%
Operating	6,665,977	6,600,052	6,890,125	290,073	4.40%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	6,767,013	6,701,528	7,068,712	367,184	5.48%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.40	1.00	1.00	0.00	0.00%
Office Manager *	0.25	0.00	0.00	0.00	0.00%
Total	**0.65**	**1.00**	**1.00**	**0.00**	**0.00%**

* Indicates primary department

SOLID WASTE COLLECTION AND DISPOSAL

GOALS:

Collection & Disposal:

- Complete 100% of daily residential and commercial collections no later than 7:00 p.m. each day.
- Achieve an on-time daily collection rate of at least 95% (collections time variance of no more than four (4) hours from original time).

Recycling:

- Achieve a monthly participation rate for residential customers of 93%.
- Divert a total of 33% from all solid waste (includes C/D, yard waste tires, etc.) generated within the City from being disposed at a certified Class I Landfill (includes commercial recycling).
- Maintain the amount of recyclables collected per residential unit at an average of five point eighty five (5.85) pounds.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Actual FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Residential collections	17,650	17,750	17,810	60	0.34%
Commercial collections	550	555	560	5	0.90%
Recycling customers	18,125	18,130	18,145	15	0.08%
Miles of street sweeping	5,150	5,150	5,150	-	0.00%
Efficiency/Effectiveness:					
Inquiries-Residential collections monthly average	73	75	78	3	4.00%
Inquiries-Commercial collections monthly average	17	18	20	2	11.11%

ACCOMPLISHMENTS:

Collection & Disposal:

- Completed 100% of solid waste collections on time (residential/commercial).
- Achieved a 100% on-time daily collection rate.
- Received compliments for excellence in service provided.
- No liquidated damages (complaints over 15/mo.) for the Fiscal year.

Recycling:

- Achieved a monthly participation rate of 93.0%.
- Achieved a diversion rate of 31.50% (elimination of glass 5/19)
- Maintained 12 recyclable items collected curbside.
- Maintained a 100% compliance with daily recycling bin delivery.
- Maintained an average 5.85 pounds per household of recyclables collected curbside.
- Successfully promoted recycling program changes, elimination of glass from recycling collection to the community

SOLID WASTE RECYCLING

The Recycling program provides curbside collection of fourteen (14) different recyclable products for all residential customers on a once per week basis through a private contractor. The program was initiated on a citywide basis on July 1, 1991 in order to meet the requirements of the 1988 Solid Waste Management Act, which requires cities and counties in the State of Florida to reduce the amount of solid waste disposed at landfills by 30%.

Approximately 3,500 tons of recyclable materials are collected annually. Residential customers pay a monthly fee to cover the costs of recycling.

In addition, the program provides educational classes and materials through publications, trade shows and in-school presentations.

SOLID WASTE RECYCLING

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Solid Waste	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%
Total	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	33,389	49,230	-	(49,230)	-100.00%
Operating	1,059,316	1,064,342	1,096,778	32,436	3.05%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.10	0.00	0.00	0.00	0.00%
Office Manager	0.25	0.00	0.00	0.00	0.00%
Total	**0.35**	**0.00**	**0.00**	**0.00**	**0.00%**

SOLID WASTE TRANSFERS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Solid Waste	1,263,592	1,255,167	1,278,742	23,575	1.88%
Total	1,263,592	1,255,167	1,278,742	23,575	1.88%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Debt Service	-	-	-	-	0.00%
Contributions and Transfers	1,263,592	1,255,167	1,278,742	23,575	1.88%
Contingency	-	-	-	-	0.00%
Total	1,263,592	1,255,167	1,278,742	23,575	1.88%

WORKERS COMPENSATION FUND

This fund is used to account for expenditures associated with providing workers compensation coverage to employees.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Internal Service Charges	1,139,616	1,139,612	781,612	(358,000)	-31.41%
Miscellaneous	268,786	20,000	20,000	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,408,402	1,159,612	801,612	(358,000)	-30.87%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	797,174	1,085,500	727,500	(358,000)	-32.98%
Capital	-	-	-	-	0.00%
Contributions and Transfers	74,112	74,112	74,112	-	0.00%
Total	871,286	1,159,612	801,612	(358,000)	-30.87%

GENERAL LIABILITY INSURANCE FUND

This fund is used to account for expenditures associated with providing general liability coverage to employees.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Internal Service Charges	1,183,853	1,183,853	1,260,253	76,400	6.45%
Miscellaneous	65,622	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,249,475	1,183,853	1,260,253	76,400	6.45%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	1,357,400	1,146,000	1,222,400	76,400	6.67%
Capital	-	-	-	-	0.00%
Contributions and Transfers	25,000	37,853	37,853	-	0.00%
Total	1,382,400	1,183,853	1,260,253	76,400	6.45%

CAPITAL IMPROVEMENTS
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CAPITAL IMPROVEMENTS

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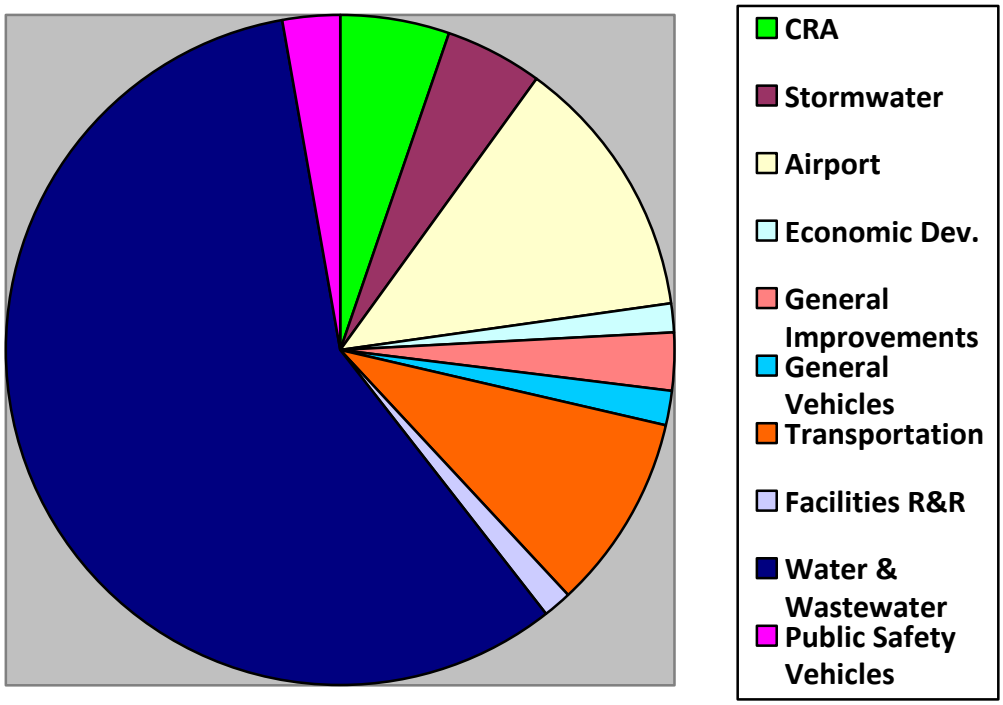
Overview

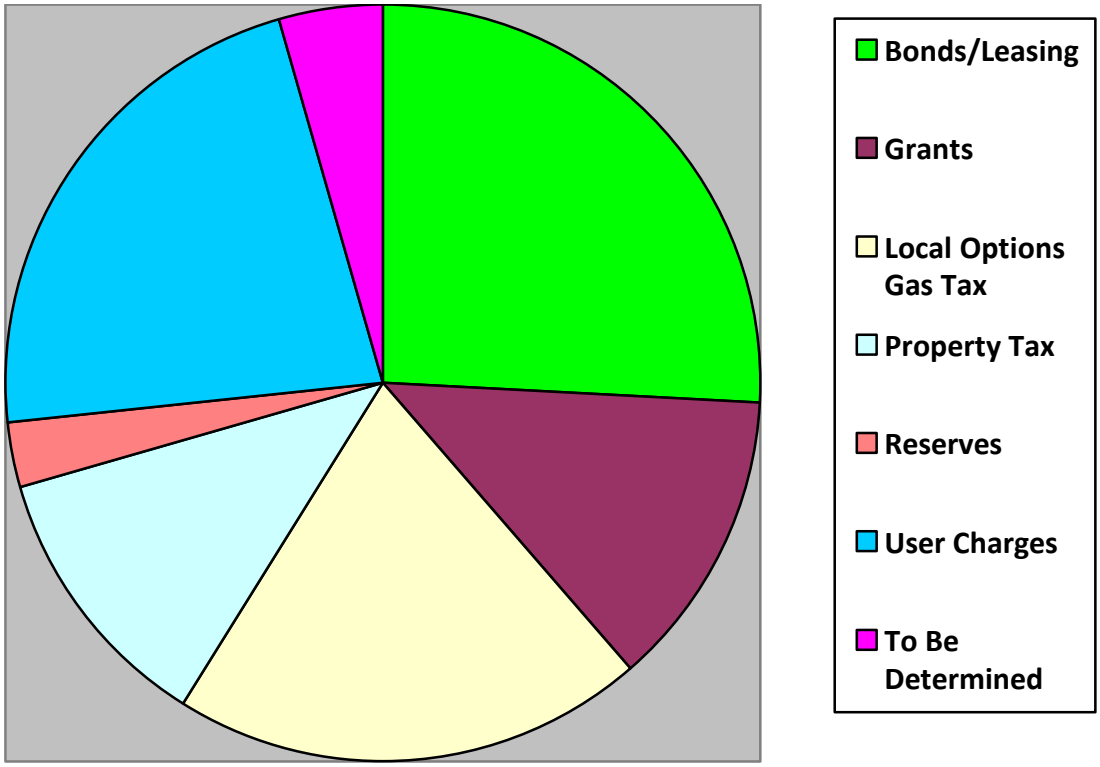
The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year period complete with a project description and justification, as well as recommended financing for each project. The CIP reflects projects that have been identified as being essential to the organization.

Expenditures



Category	Total
Community Redevelopment	$3,886,500
Stormwater	3,345,100
Airport	9,305,596
Economic Development	1,002,000
General Improvements	2,016,561
General Vehicles	1,174,000
Public Safety Vehicles	2,025,000
Transportation	6,904,940
Facilities Renewal and Replacement	985,000
Water & Wastewater	41,724,400
TOTAL	$72,369,097

Funding



Category	Total
Bonds/Leasing	$22,349,000
Grants/Donations	10,920,089
Local Options Gas Tax	1,750,000
Property Tax	12,500,015
Reserves	2,279,493
User Charges	19,300,500
To Be Determined	3,720,000
TOTAL	$72,369,097

FY 2021-22 CIP Projects

Fund 104-Community Redevelopment

Downtown improvements are funded through property tax revenue which is expendable only within the downtown area. For FY 2021-22 the primary focus is Sidewalk Improvements ($1,400,000), Transportation Alternatives ($50,000), and East Granada Utility Undergrounding ($120,000).

Fund 107-Stormwater Drainage Improvements

FY 2021-22 projects include the continuation of the Stormwater Piping Replacement project ($500,000), Stormwater Construction ($250,000) and Vehicle Replacements ($95,100).

Fund 108-Airport Improvement

Reconstruct Taxiway B ($483,848) and Rehabilitation/Realign Taxiway D ($1,898,968) are scheduled for FY 2021-22 and will be largely funded by FDOT and FAA grants.

Fund 301-General Improvement Fund

Projects included for FY 2021-22 includes Washington Street Sidewalks funded by CDBG funds ($114,611) and continuation of the HVAC-Chiller Replacement ($225,000).

Fund 302-General Vehicle and Equipment Replacement

The FY 2021-22 plan includes the replacement of five General Fund vehicles ($344,000) including two Streets Maintenance vehicles, two Leisure Service vehicle, and one Building Inspection vehicle.

Fund 305-Public Safety Vehicle and Equipment Replacement

The FY 2021-22 plan includes the replacement of six Patrol Vehicles, two Special Unit vehicles and one motorcycle.

Fund 308-Transportation

Transportation projects include Neighborhood Traffic Calming ($50,000), Railroad Crossings ($100,000), Road Rehabilitation ($750,000), Street Light and Traffic Signal Maintenance ($99,000), Sidewalk Repairs & Replacements ($112,000), Doug Thomas Way Extension ($792,000) and Opticom Equipment ($60,000).

For FY 2021-22, projects include Central Park II Gazebo Replacement ($60,000), Police Department Access Control ($268,000), and Shell Parking Lot Refurbishment ($56,000). ***Projects below the CIP threshold of $25,000 will be included as part of the annual operating budget.***

Fund 408-Water & Wastewater Vehicle and Equipment Replacement

The FY 2021-22 plan includes the replacement of one vehicle ($200,000).

Fund 409-Water and Wastewater System Improvements

Projects proposed for FY 2021-20 include City-wide Meter Replacement ($301,000), Filter Structure Repurposing Design ($50,000), General Facility and System Upgrades ($980,000), Lift Station Rehabilitation ($300,000), Meter Installation ($90,000), PEP Tank Replacement ($150,000), Relocation of SCADA Radios ($30,000), Sanitary Sewer Inflow Infiltration ($300,000), Water Reclamation Facility ($1,680,000), Water Storage Tank Repairs ($200,000), Williamson Boulevard Pipe Replacement ($127,000), WTP Aeration Replacement & Clearwell Rehab ($2,220,000), WTP Filter Media Replacement ($126,000), WTP Lime Softening Filter Replacement ($200,000), WTP Thickener Wetwell ($34,500) and WWTP Screw Pump Roof Modifications ($200,000).

Fund 434 & 435-Water & Wastewater Impact Fees

The FY 2021-22 plan includes Hudson Wellfield Expansion Design ($300,000) and Utility Master Plan Update ($220,000).

Operating Expenditures

During the capital improvement process, additional staffing requirements and ongoing operating expenses are identified for inclusion in the appropriate department's operating budget. No significant increases in operating revenue or expenditures are anticipated as a result of capital projects. Below is a matrix, by fund, detailing the additional annual operating expenditures anticipated if the identified capital projects were not funded.

Category	Total
Community Redevelopment	$250,000
Stormwater	350,000
Airport	198,000
Economic Development	45,000
General Improvements	250,000
General Vehicles	0
Transportation	256,000
Facilities Renewal and Replacement	53,000
Water & Wastewater	442,000
Solid Waste	12,000

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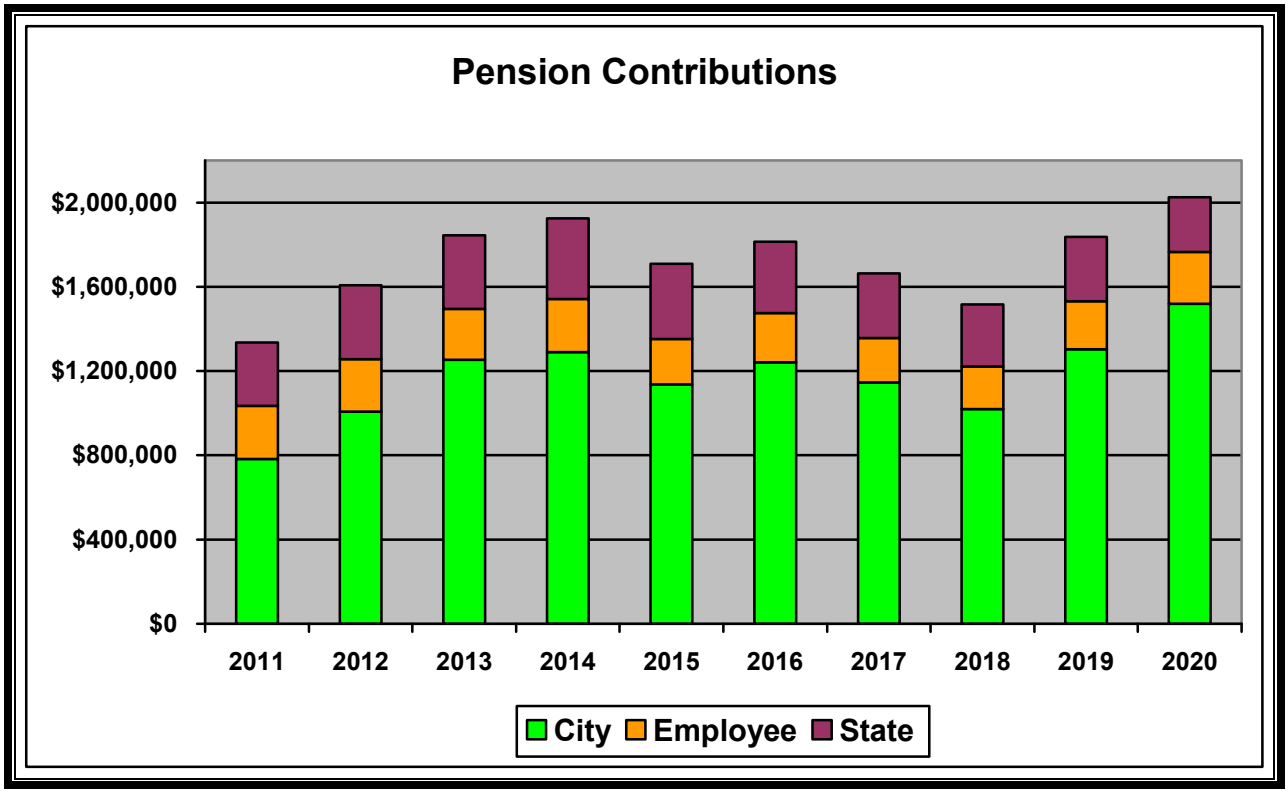
CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL FIREFIGHTERS' RETIREMENT TRUST
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source

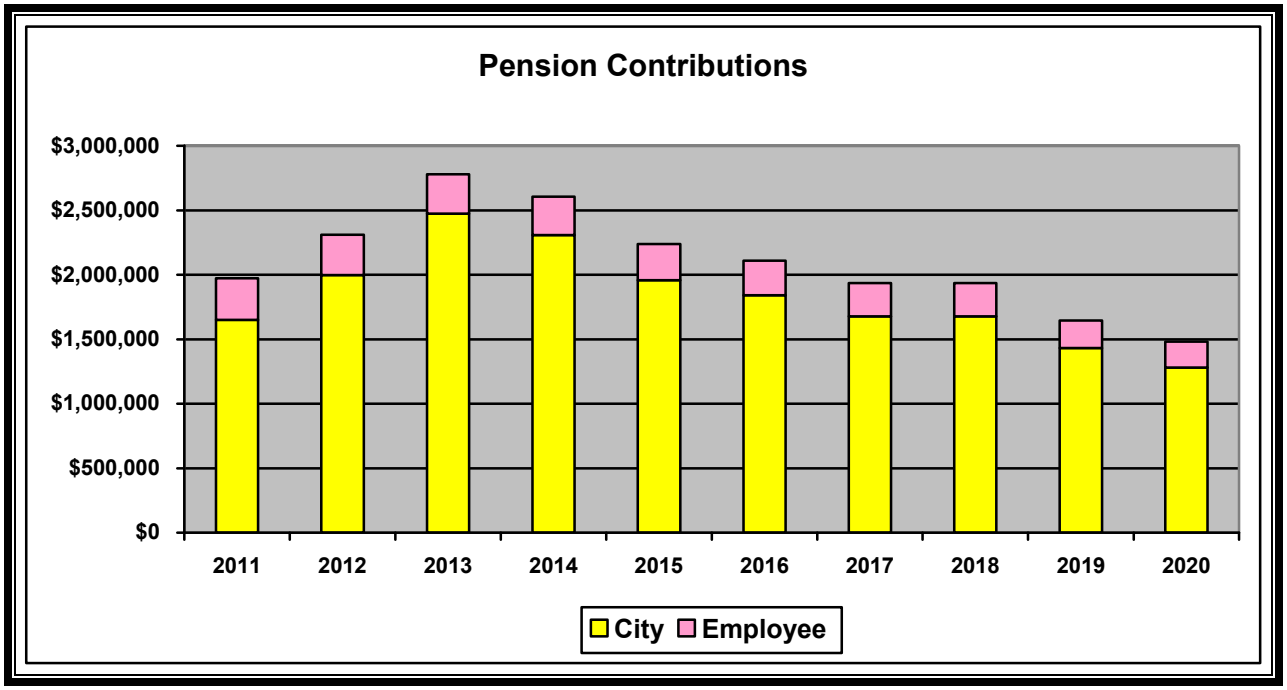
Fiscal Year Ended	Employee Contributions	Employer Contributions	State Contributions	Investment Income	Other	Total
2011	251	783	301	(97)	-	1,238
2012	250	1,007	351	3,027	-	4,635
2013	241	1,254	349	2,505	-	4,349
2014	252	1,290	383	2,473	-	4,398
2015	216	1,136	358	(399)	-	1,311
2016	235	1,241	338	2,036		3,850
2017	212	1,145	306	3,046	-	4,709
2018	203	1,019	295	3,046	-	4,563
2019	228	1,303	306	921	-	2,758
2020	246	1,520	259	2,423	-	4,448



CITY OF ORMOND BEACH, FLORIDA
GENERAL EMPLOYEES PENSION
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source

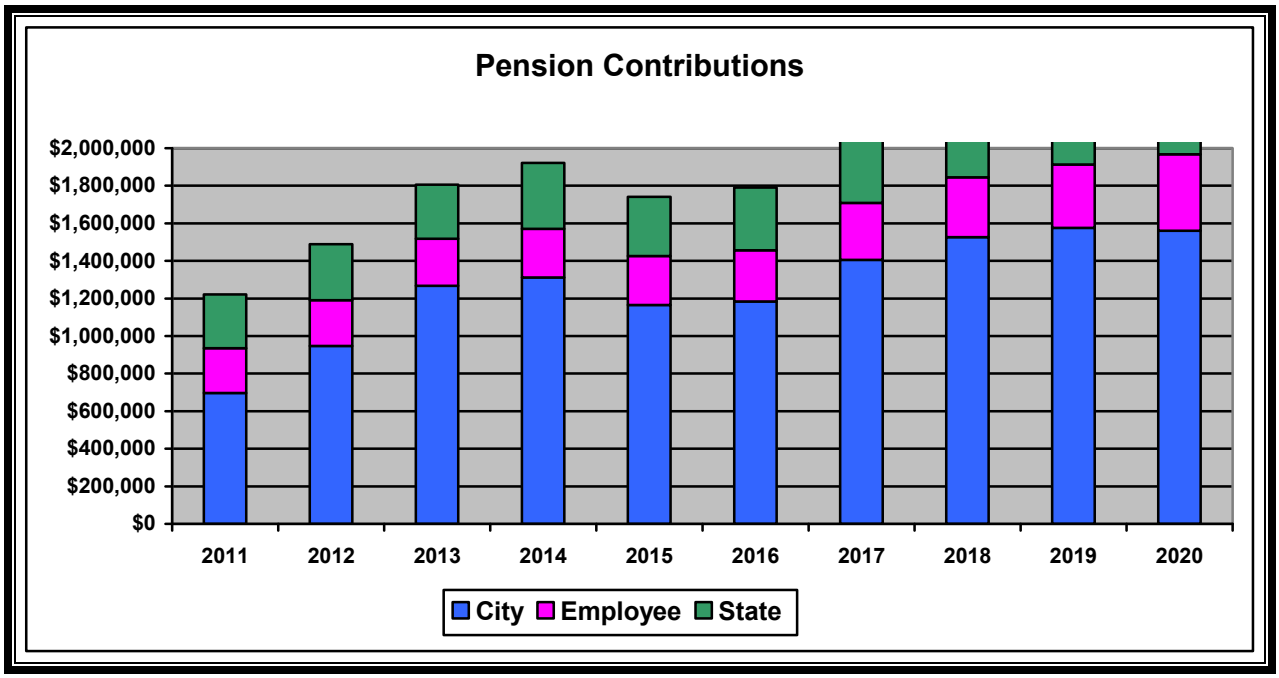
Fiscal Year Ended	Employee Contributions	Employer Contributions	Investment Income	Total
2011	323	1,650	(174)	1,799
2012	313	1,998	5,430	7,741
2013	307	2,473	4,484	7,264
2014	298	2,308	4,408	7,014
2015	280	1,958	(584)	1,654
2016	268	1,842	3,480	5,590
2017	258	1,677	5,035	6,970
2018	258	1,677	5,035	6,970
2019	212	1,433	1,501	3,146
2020	201	1,280	3,775	5,256



CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source

Fiscal Year Ended	Employee Contributions	Employer Contributions	State Contributions	Investment Income	Total
2011	240	696	285	(141)	1,080
2012	243	948	298	3,878	5,367
2013	251	1,267	288	3,080	4,886
2014	258	1,312	351	3,049	4,970
2015	260	1,166	315	(472)	1,269
2016	272	1,184	334	2,355	4,145
2017	302	1,406	343	5,432	7,483
2018	318	1,527	379	3,475	5,699
2019	338	1,575	407	978	3,298
2020	406	1,561	411	2,849	5,227



CITY OF ORMOND BEACH, FLORIDA					
DEMOGRAPHIC AND ECONOMIC STATISTICS					
LAST TEN FISCAL YEARS					
SEPTEMBER 30, 2020					
Fiscal Year	**Population[1]**	**Personal Income** *(In thousands)*	**Per Capita Personal Income[2]**	**Median Age[3]**	**Unemployment Rate[5]**
2010	40,625	1,276,559	31,423	46.6	10.50%
2011	38,137	1,246,050	32,673	45.4	9.30%
2012	38,376	1,284,637	33,475	45.8	7.40%
2013	38,557	1,336,424	34,661	46.1	5.50%
2014	39,455	1,376,980	34,900	46.3	5.00%
2015	40,013	1,447,230	36,169	46.6	5.00%
2016	40,366	1,541,860	38,197	46.6	5.20%
2017	40,722	1,591,660	39,086	47.0	3.70%
2018	42,816	1,427,314	33,336	51.0	3.20%
2019	43,475	1,503,322	34,579	51.5	3.20%
2020	43,759	1,523,645	34,819	50.8	5.90%

Sources: (1) Bureau of Economic and Business Research, University of Florida
Beach Metropolitan Statistical Area
(3) Volusia County, Florida
(4) Bureau of Labor Statistics

Source: City of Ormond Beach Finance Department

CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2020

Fiscal Year 2020			Fiscal Year 2010		
Employer	**Number of Employees**	**Percent of Total Employment**	**Employer**	**Number of Employees**	**Percent of Total Employment**
Volusia County School Board	7,503	2.49	Board	8,273	3.26
Halifax Community Health	4,709	1.56	Halifax Community Health	4,232	1.67
County of Volusia	3,341	1.11	County of Volusia	3,519	1.39
Florida Hospital - All Divisions	3,256	1.08	Divisions	3,717	1.46
Daytona State College	1,568	0.52	State of Florida	2,423	0.95
Embry Riddle Aeronautical University	1,423	0.47	Walmart	2,139	0.84
Florida Health Care Plans	916	0.30	Incorporated	2,415	0.95
Frontier Communications	800	0.27	Daytona State College	1,589	0.63
Department of Transportation	700	0.23	U.S Government	1,434	0.56
Bert Fish Medical Center	700	0.23	Embry Riddle Aeronautical University	1,198	0.47
Total	**24,916**	**8.26**	**Total**	**30,939**	**12.18**
Estimated total workforce	301,341		Estimated total workforce	253,875	

Note: No statistics are kept on primary employers within the City of Ormond Beach, Florida

Sources: County of Volusia, Department of Economic Development (Latest Available Data)
Labor Market Statistics, Florida Research and Economic Database

CITY OF ORMOND BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police										
Number of traffic citations issued	7,626	8,906	9,281	6,803	7,551	8,237	7,509	9,814	7,475	7,925
Number of offense reports	5,923	6,713	6,568	8,834	7,326	7,501	7,064	7,025	6,956	6,791
Number of calls for service	75,266	54,949	65,390	83,083	83,098	87,867	93,102	84,485	82,713	64,325
Fire										
Emergency fire responses	3,065	2,790	3,045	5,600	2,120	2,025	2,120	2,090	1,750	1,820
Emergency rescue responses (ALS/BLS)	4,119	4,411	4,796	6,800	5,300	5,424	5,227	4,577	4,872	4,157
Education classroom presentations	5	50	64	86	98	75	47	61	102	154
Education (not included in reporting entity)										
Kindergarten-Grade 5 students	298	2,940	2,892	2,931	2,899	2,899	2,857	2,857	2,836	2,913
Grades 6-8 students	126	1,054	1,006	1,048	1,022	1,022	1,108	1,108	1,100	1,076
Airport										
Fixed based operator	13	13	12	11	10	10	10	10	12	11
Flight School	3	3	2	2	5	2	3	2	3	3
Based aircraft	140	142	175	163	140	180	177	169	171	169
Total 12 hour, operations	112,677	100,877	100,173	116,165	109,000	108,689	118,929	124,769	130,770	133,183
Water treatment plants										
Jefferson Street Plant:										
Design capacity	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD
Current production rate	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.73 MGD	5.29 MGD	5.27 MGD	5.38 MGD	5.54 MGD
Number of water utility connections	23,638	23,465	22,793	21,905	21,905	21,661	21,444	21,248	21,162	21,138
Solid waste system										
Number of solid waste disposal customers	17,214	17,501	17,284	17,066	16,868	16,672	16,457	16,333	16,262	16,246
Number of active participating recycling program (units)	16,704	16,667	17,017	16,302	16,105	17,321	17,126	16,998	16,905	16,893
Water pollution control plants										
Orchard Street Plant:										
Design capacity	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	6.00 MGD	6.00 MGD
Current treatment rate	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.94 MGD	4.57 MGD	4.67 MGD	4.63 MGD	4.50 MGD
Number of collection system connections	18,117	17,440	16,882	16,874	16,424	16,227	16,029	15,891	15,823	15,811
Number of effluent reuse connections	3,080	3,073	3,053	2,603	2,345	2,495	2,472	2,459	2,447	2,437

Note: Number of positions are full time equivalents

Source: City of Ormond Beach Finance Department

GLOSSARY

Accounting Basis- Method used to determine when revenues and expenses (with associated assets and liabilities) are recognized in the accounts of a firm, and reported in its financial statements. In accrual basis accounting, for example, revenues are recognized when earned and expenses are recognized when incurred, whether or not any cash is received or paid. In cash basis accounting, however, revenues and expenses are recognized only when cash is received or paid, irrespective of the timing of actual sales or purchases.

Accrual- A basis of accounting in which revenues are recognized when they are measurable and earned and expenditures are recorded when incurred.

Appropriation- Authorization by the City Commission that allows expenditures to be made on behalf of the City against governmental resources.

Audit- An examination of internal controls and financial statements.

Balance Sheet- A statement which presents the financial position of an entity as of a specified date.

Budget- A financial plan or proposed revenues and expenditures for a specified period of time (usually one year).

Budgetary Accounting- Used by governments where a formal budget is adopted through an extensive approval process as an expression of public policy. The budget is a statement of financial intent indicating how the government plans to raise revenue and expend its resources.

Budget Calendar- The schedule of key dates or milestones, which the City follows in the preparation and adoption of the budgets.

Budget Deficit- A budget in which expenditures exceed the projected funds available.

CAFR- (comprehensive annual financial report) a standard accounting requirement followed by local and state governments to show how tax money is spent. The report serves several purposes which also help explain various aspects of government activity for taxpayers.

Capital Expenditures- Expenditures for items which exceed $25,000 in value and have a useful life of 1 year or more.

Capital Projects- Have long range returns, useful life spans, are relatively expensive, and have physical presence such as buildings, roads, sewage systems, water systems, etc.

CIP- (capital improvement project) New or continued and approved capital projects for the maintenance or improvement of city assets.

Committed- Fund balance classification that can only be used for a specific purpose pursuant to constraints imposed by formal action of the government's highest level of decision making authority.

Debt Service- The City's obligation to pay principal and interest according to a predetermined schedule.

Debt Service Fund- The funds created to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Department- A major organizational unit that indicates management responsibility for a group of related operations.

DEP- (Florida Department of Environmental Protection) Florida agency devoted to environmental management and stewardship. Florida's environmental priorities include achieving regulatory certainty, consistency and protection, and achieving the highest water quality.

Depreciation- The periodic expiration of an asset's useful life. Depreciation is a requirement in proprietary-type funds, such as enterprise and internal service funds. It is not used in any other fund. Depreciation is a non-cash expense and while it is recorded in the annual financial statements, it is not budgeted.

Encumbrances- Commitments against an appropriation.

EPA- (Environmental Protection Agency) an independent federal agency, created in 1970, that sets and enforces rules and standards that protect the environment and control pollution.

Enterprise Fund- The funds established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Estimated Revenues- Projections of funds to be received during the fiscal year.

FAA- (Federal Aviation Administration) is a component of the U.S. Department of Transportation that sets standards for the air-worthiness of all civilian aircraft, inspects and licenses them and regulates civilian and military air traffic control centers.

FDOT- (Florida Department of Transportation) a decentralized agency charged with the establishment, maintenance, and regulation of public transportation in the state of Florida.

Franchise Fees- Fees levied on a corporation in return for granting privilege, sanctioning a monopoly, or permitting the use of public property, usually subject to regulation.

Fund Balance- The amount by which assets exceed liabilities.

GIS- (geographic information system) allows the city's users to produce maps from the existing GIS with integrated information from the data base of the primary mini-computer application.

Impact Fees- A connection's contribution toward its equitable share of the cost of capital improvements required to serve new customers.

Interfund Transfers- Amounts transferred from one fund to another.

Intergovernmental Revenues- Revenues received from another government.

Internal Service Funds- The funds established for the financing of goods or services provided by one department to other departments within the City on a cost reimbursement basis. Examples are the Data Processing Fund and the Insurance Fund.

LAN- (local area network) a computer network covering a small local area, such as a home or office.

Levy- Imposed taxes, special assessments, or service charges.

MGD- (million gallons per day) a measurement standard for city owned water treatment pumps.

Modified Accrual Method- Method under which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the associated liability is incurred. Most government accounting follows this method.

NPDES- (national pollution discharge elimination system) a national program under Section 402 of the Clean Water Act for regulation of discharges of pollutants from point sources to waters of the United States. Discharges are illegal unless authorized by an NPDES permit.

OBPAC- (Ormond Beach Performing Arts Center) consists of an auditorium, rehearsal room, studio and music rooms for city sponsored groups, professional theater and musical productions.

Operating Expenditures- Ongoing expenditures that are not wages, benefits or capital in nature.

Ordinance- A formal legislative enactment by the governing board of a municipality.

Personal Property- Livestock, commercial equipment and furnishings, attachments to mobile homes, railroad cars, and similar possessions that are taxable under State law.

Real Property- Land and the buildings and other structures attached to it that are taxable under state law.

Reserved- Indicates that a portion of fund balance is restricted for a specific purpose.

Roll back tax rate- The tax rate that generates the same amount of revenue as the prior year exclusive of gains from new construction.

SOH- (save our homes) an amendment to the Florida Constitution that mandates that the assessed value of your Homestead property can increase by no more that 3% above last years assessed value (or the consumer price index, whichever is less).

Special Revenue Fund- Account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

State Revenue Sharing- Allocations to municipalities from a trust fund primarily supported by State cigarette and motor fuel taxes.

Taxable Value- Assessed value of property minus any exceptions, which may be applicable.

Tax Base- The total property valuations on which each taxing agency levies its tax rates.

Tentative Millage- The tax rate adopted at the first public hearing of a taxing agency. Under State law, the agency may reduce, but not increase, the tentative millage during the second budget hearing.

Truth in Millage- State law establishing mandatory procedures, including advertising requirements and the holding of public hearings, for adoption of budgets and tax rates.

Unassigned- Fund balance classification that has not been assigned to other fund balance classifications.

Utility Tax- Municipal charges levied by the City in each and every purchase of a public service within the corporate limits of the City. Public service is electricity, gas, fuel oil, water, and telephone service.

WAN- (wide area network) a large, integrated computer network with multiple access points and users. An example would be the World Wide Web.

Cost Allocation Plan FY 2021-22

Allocation of General Fund Costs to Other Funds through interfund transfer

	General Fund Administration Budget (Commission, City Manager, Legal, Support Services) Allocation based on % of agenda items		General Fund Finance and Human Resources Budget Allocation based on # of employees		General Fund Information Technology Munis/Energov	General Fund Police Department Budget Allocated based on estimated cost to secure assets 0.5%	General Fund Fire Department Budget Allocated based on estimated time spent on flow testing & hydrant maintenance 2.0%	General Fund Planning Department Budget Allocated based on estimated cost of development review plus Avolve 15.0%	Total General Fund Costs Allocated to Other Funds
Amount to be allocated		**$ 2,261,831**		**$ 1,472,479**	**$ 1,359,595**	**$ 9,927,203**	**$ 6,245,373**	**$ 754,253**	
Allocation of costs to:									
Stormwater	4.0%	90,473	2.2%	32,722	0.0% -	NA	NA	NA	**123,195**
Airport	0.5%	11,309	0.3%	4,090	0.0% -	NA	NA	NA	**15,399**
General Capital Improvements	1.0%	22,618	0.0%	-	0.0% -	NA	NA	NA	**22,618**
Transportation	8.0%	180,946	0.0%	-	0.0% -	NA	NA	NA	**180,946**
Water/Wastewater Operating	15.0%	339,275	17.8%	261,774	35.0% 475,858	49,636	124,907	113,138	**1,364,588**
Solid Waste	1.0%	22,618	0.6%	8,180	0.6% 7,553	NA	NA	NA	**30,799**

Allocation of Engineering Costs to Other Funds through department charge

	General Fund Engineering Budget Allocation based on average CIP budget	
Amount to be allocated		$ 1,088,022
Planning	2.00%	**21,760**
Streets	2.00%	**21,760**
Parks	2.00%	**21,760**
Building	2.00%	**21,760**
Leisure Services	2.00%	**21,760**
Airport	1.00%	**10,880**
		119,682
Allocation of costs to:		
Downtown Redevelopment	13.81%	**133,751**
Stormwater	7.43%	**71,995**
Transportation	17.27%	**167,231**
Water/Wastewater R&R	61.48%	**595,362**
Solid Waste	0.00%	**-**
		968,340
	11,366,600	**1,088,022**

Allocation of Water/Wastewater Utility Billing Costs to Other Funds through interfund transfer

	Water/Wastewater Utility Billing Costs (Excluding Meter Reading Costs) Allocation based on Fund Revenues to Total Revenue	
Amount to be allocated		$ 988,650
Allocation of costs to:		
Stormwater	7.50%	**74,112**
Solid Waste	27.91%	**275,943**

Cost Allocation for Utility Billing Services

Budget 401-0304	1,394,894.00	
Less: Meter Reading Personnel Costs	(370,000.00)	
Less: Vehicle Costs	(26,044.00)	
Less: Equipment Repairs	(8,700.00)	
Less: Uniforms/Clothing	(1,500.00)	
Total to Allocate	988,650.00	
Stormwater Revenue	2,530,000.00	7.50%
Solid Waste Revenue	9,420,000.00	27.91%
Water/WW Revenue	21,800,000.00	64.59%
	33,750,000.00	
Transfer from Stormwater to Water/Wastewater	74,112.13	
Transfer from Solid Waste to Water/Wastewater	275,943.20	

Investment Policy
City of Ormond Beach, Florida

Approved By City Council
April 16, 2013

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ATTACHMENT A: Glossary of Cash and Investment Management Terms
ATTACHMENT B: Investment Pool/Fund Questionnaire

Investment Policy
of the
City of Ormond Beach, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of the funds of the City of Ormond Beach, Florida, (hereinafter the "City"). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statues, this Policy applies to all cash and investments held or controlled by the City and shall be identified as "general operating funds" of the City with the exception of the City's Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the adviser utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The

core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Manager(s) may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

In accordance with the City's Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City's Manager. Responsibility for the administration of the investment program is hereby delegated by the City Manager to the Finance Director, who shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. The Finance Director shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the City's staff involved with the investment program. The City may employ an Investment Advisor(s) to assist in managing some of the City's portfolios. Such Investment Advisor(s) must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City,

and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director, management designee and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisor(s) shall only purchase securities from financial institutions, which are Qualified Institutions by the City or institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York. Authorized City staff and Investment Advisor(s) shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Securities Dealers as designated by the Federal Reserve Bank of New York.

The City's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

The Finance Director and/or the management designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
2) Capital of no less than $10,000,000;
3) registered as a dealer under the Securities Exchange Act of 1934;
4) member of the National Association of Dealers (NASD);
5) registered to sell securities in Florida; and
6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. .

Investments shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or management designee and the Investment Advisor(s) has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Telerate Information System

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the City's custodian or their correspondent institutions

The Finance Director and the Investment Advisor(s) shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director and the Investment Advisor(s), competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City's depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or management designee may direct the Investment Advisor(s) to sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this Policy are prohibited.

In the event of a ratings downgrade of a security, the Investment Advisor(s) shall notify the Finance Director within five business days of such a decline in the required rating. The Investment Advisor(s) and the Finance Director will review the individual facts and circumstances of the situation and determine an appropriate course of action.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).*	N/A	5 Years	80%	40%
Mortgage-Backed Securities (MBS) *	N/A	5 Years	20%	15%
Non-Negotiable Interest Bearing Time Certificates of Deposit	N/A	1 Years	50%	25%
Repurchase Agreements	N/A	60 Days	50%	25%
Commercial Paper	P-1/A-1	270 Days	25%	15%
Corporate Notes	single "A" category by any two NRSROs	5 Years	25%	5%
Bankers' Acceptances	P-1/A-1	180 Days	35%	20%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs	5 Years	20%	20%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
Intergovernmental Investment Pool	AAA	N/A	25%	N/A
Florida PRIME	AAAm	N/A	25%	N/A

*The combined total of available funds invested in Federal Instrumentalities and Mortgage- Backed Securities cannot be more than 80%.

A. United States Government Securities

1. Purchase Authorization

Authorized Staff may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities – State and Local Government Series (SLGS)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

B. United States Government Agencies (full faith and credit of the United States Government)

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

Government National Mortgage Association (GNMA)
United States Export – Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
Certificates of beneficial ownership
Federal Financing Bank
Discount notes, notes and bonds
Federal Housing Administration Debentures
General Services Administration
New Communities Debentures
United States Government guaranteed debentures
United States Public Housing Notes and Bonds
United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

C. Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by Untied States Government Sponsored Enterprises (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its District banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Instrumentalities and Mortgage-Backed Securities cannot be more than 80%.

3. Limits on Individual Issuers

A maximum of 40% of available funds may be invested in any one issuer.

4. Maturity Limitations

The length to maturity for an investment in any Federal Instrumentality is five (5) years from the date of purchase.

D. Mortgage-Backed Securities (MBS)

1. Purchase Authorization

Authorized Staff may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits of Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is five (5) years from the date of purchase.

The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

E. Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Purchase Authorization

Authorized Staff may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in non-negotiable interest bearing time certificates of deposit or savings accounts.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F. Repurchase Agreements

1. Purchase Authorization

a. Authorized Staff may invest in repurchase agreements comprised of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms with whom the City enters into repurchase agreements will have in place an executed Master Repurchase Agreement with the City.

b. A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value at a minimum of 102 percent during the term of the repurchase agreement.

Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Authorized Staff.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution with the exception of one (1) business day agreements and overnight sweep agreements.

4. Maturity Limitations

The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

G. Commercial Paper

1. Purchase Authorization

Authorized Staff may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least single "A" category by any two Nationally Recognized Statistical Rating Organizations ("NRSROs").

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. Corporate Notes

1. Purchase Authorization

Authorized Staff may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum single "A" category by any two NRSROs.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

I. Bankers' Acceptances

1. Purchase Authorization

Authorized Staff may invest in bankers' acceptances which are issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" by Moody's or "A-1" by Standard & Poor's.

2. Portfolio Composition

A maximum of 35% of available funds may be directly invested in bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for bankers' acceptances shall be 180 days from the date of purchase.

J. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

Authorized Staff may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at the time of purchases, at a minimum single "A" category by any two NRSROs, or rated at least "MIG-2" by Moody's or "SP-2" by Standard & Poor's for short-term debt.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

K. Registered Investment Companies (Money Market Mutual Funds)

1. Purchase Authorization

Authorized Staff may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must be equal to $1.00.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with any one money market fund.

4. Rating Requirements

The money market funds shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

L. Intergovernmental Investment Pool

1. Purchase Authorization

Authorized Staff may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01, F.S.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Rating Requirements

The Intergovernmental Investment Pool shall be rated “AAA” by Standard & Poor’s or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool.

M. The Florida PRIME

1. Purchase Authorization

Authorized Staff may invest in the Florida PRIME.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in the Florida PRIME.

3. Rating Requirements

The Florida PRIME shall be rated "AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of the Florida PRIME is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use. If the City Council approves the use of derivative products, the Finance Director or management designee shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Finance Director or management designee has sufficient resources and expertise to manage them.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the return on the S&P Rated GIP Index Government 30 Day Yield. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio's total rate of return will be compared to this benchmark. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios' total rate of return. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XV. REPORTING

The Finance Director, management designee and/or Investment Advisor(s) shall provide the City Manager with a "Quarterly Investment Report" that summarizes but not limited to the following:

A. Recent market conditions, economic developments and anticipated investment conditions.

B. The investment strategies employed in the most recent quarter.

C. A description of all securities held in investment portfolios at month-end.

D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.

E. Any areas of the Policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the City Manager designee shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director or management designee with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVII. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by City resolution. The Finance Director and Accounting Manager shall review the Policy annually and submit recommendations to the City Manager for review and approval. If a change in the Policy is recommended for approval by the City Manager, the Finance Director will prepare the necessary report to Council.

APPROVED AND ADOPTED BY THE CITY COUNCIL ON April 16, 2013.
RESOLUTION NUMBER

_____

Name:_____

Title: _____

Attachment A
Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of $4 billion, 30-year new issues having a minimum size of $1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest

depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond’s face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond’s true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB’s regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are $1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of $100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond

program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of $955 per $1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc (FINRA). is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.

4. Meets all requirements of F.S. 280

5. Has been designed by the Treasurer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to "loan" the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also “Floating Rate Note.”

Weighted Average Maturity (or just “Average Maturity”). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

September 8, 2021 | **7:00 p.m.** | **Commission Chambers**

Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and Acting City Clerk Wendy Hontz.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF FY 2021-2022 PROPOSED MILLAGE RATES AND TENTATIVE BUDGET

A**. RESOLUTION NO. 2021-136:** A RESOLUTION ESTABLISHING THE FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

B**. ORDINANCE NO. 2021-31:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2021-2022 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

5. PRESENTATIONS AND PROCLAMATIONS

A. Florida Law Enforcement Officers

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting – August 4, 2021

B. Minutes from City Commission meeting – August 17, 2021

8. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2021-137:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 9A)**

Staff Contact: *Steven Spraker, Planning Director (386-676-3341)*

9. 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. **RESOLUTION NO. 2021-137:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Spraker, Planning Director (386-676-3341)*

B. **RESOLUTION NO. 2021-138:** A RESOLUTION REAPPOINTING ALLEN HARRELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Wendy Hontz, Acting City Clerk (386-676-3332)*

C. **RESOLUTION NO. 2021-139:** A RESOLUTION REAPPOINTING HILDEGARDE POSTELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Wendy Hontz, Acting City Clerk (386-676-3332)*

D. **RESOLUTION NO. 2021-140:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND REISS ENGINEERING, INC. FOR THE LIMITED PURPOSE OF ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING MUNICIPAL UTILITY SERVICES FROM REISS ENGINEERING, INC. TO CHA CONSULTING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

E. **RESOLUTION NO. 2021-141:** A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE MACDONALD HOUSE RESTORATION (NORTH ELEVATION) PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

F. **RESOLUTION NO. 2021-142:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND MY DUMPSTER GUY, LLC REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

G. **RESOLUTION NO. 2021-143:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH FOUR (4) FIRMS FOR EMERGENCY DEBRIS REMOVAL SERVICES, UNDER RFP 2021-17; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

H. **Revised Road Closures for 2020-2021**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated September 8, 2021.

I. **RFP No. 2021-23 for Concession Agreement at Ormond Beach Performing Arts Center**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated September 8, 2021.

J. **City Manager Status Report, September 2021**

Staff Contact: *Joyce Shanahan, City Manager (386-676-3200)*

Disposition: Approve as recommended in the City Manager memorandum dated September 8, 2021.

10. PUBLIC HEARINGS

A. **ORDINANCE NO. 2021-32:** AN ORDINANCE AMENDING SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE LAND DEVELOPMENT CODE OF THE CITY OF ORMOND BEACH BY AMENDING THE CONDITIONS FOR TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES BY NON-PROFIT ENTITIES; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES WITHIN THE NORTH U.S. HIGHWAY 1 MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES THROUGHOUT THE CITY DURING RECOGNIZED SPECIAL EVENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Spraker, Planning Director (386-676-3341)*

B. **ORDINANCE NO. 2021-33:** AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; AND 22-71, SERVICE CHARGE ESTABLISHED; OF CHAPTER 22, WATER AND SEWERS, THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

11. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2021-34:** AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*

12. DISCUSSION ITEMS

A. **2022 City of Ormond Beach Legislative Action Agenda**

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

13. REPORTS, SUGGESTIONS, REQUESTS

14. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Mayor Partington explained that Commissioner Littleton would be attending the meeting virtually due to a health or medical issue. He explained the Florida Attorney General had issued several legal opinions that a member of a local board or commission may be allowed to participate in a public meeting through electronic means in extraordinary circumstances, when a quorum of the Commission is otherwise physically present at the meeting.

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Introductions

Mayor Partington introduced and welcomed Pathways Elementary School Principal, Mr. Joshua Jackson and Seabreeze High School Principal, Dr. Earl Johnson.

Commissioner Persis welcomed Principal Jackson and Principal Johnson. She discussed Principal Johnson's history with Volusia County and expressed her excitement for him to be principal at Seabreeze High School. She discussed Principal Jackson's history, noting her excitement for him to be principal of Pathways Elementary School.

Commissioner Kent welcomed and thanked Principal Jackson and Principal Johnson and discussed his history with both Seabreeze High School and Pathways Elementary, noting he looked forward to the future of the schools.

Principal Johnson discussed his history with Seabreeze High School and Volusia County. He stated the position was his dream job and expressed his excitement to work at Seabreeze High School. He thanked the Commission and City of Ormond Beach for the welcome.

Principal Jackson discussed his history in education and recent connection to Volusia County. He stated he lived in Lake Mary and drove 80 miles a day, noting the drive was worth working in Ormond Beach. He stated Pathways Elementary was a phenomenal school and expressed his excitement to work there. He thanked the Commission and City of Ormond Beach for the welcome.

Item #4 – Adoption of FY 2021-2022 Proposed Millage Rates and Tentative Budget

Item #4A – FY 2021-22 Proposed Millage Rate

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-136

A RESOLUTION ESTABLISHING THE FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington stated that per *Florida Statutes* he was required to state that the proposed millage rate for the City of Ormond Beach necessary to fund the fiscal year (FY) 2021-2022 budget is 3.9128 mills. He noted the rate was 4.7% above the rolled back rate of 3.7370 mills. He explained that the tentative debt service millage rates were 0.0290 for the 2003 General Obligation Bond Sinking Fund and 0.0890 for the 2010 General Obligation Bond Sinking Fund.

Mr. Joe Hannoush, 87 Carriage Creek Way, stated he did not support the proposed millage rate. He believed the city could use the reserve funds, and utilize the rolled back millage rate. He noted support of Commissioner Selby's opinion, per a recent Ormond Beach Observer article.

Commissioner Persis moved, seconded by Commissioner Kent, for approval of Resolution No. 2021-136, as read by title only.

Mayor Partington stated the tentative operating millage of 3.9128 mills was 4.7% above the rolled back millage rate. The resolution also included adoption of the tentative debt service millage rates of 0.0290 for the 2003 General Obligation Bond Sinking Fund and 0.0890 for the 2010 General Obligation Bond Sinking Fund.

Call Vote:	Commissioner Selby	No
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Mayor Partington stated the operating millage rate was set at 3.9128 mills, which was 4.7% above the rolled back millage rate of 3.7370 mills.

Item #4B – FY 2021-22 Proposed Budget

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-31

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2021-2022 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-31, on first reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	No
Carried.	Mayor Partington	Yes

Mayor Partington asked for any objection to closing the public hearing. He noted that hearing none, the public hearing was closed.

Item #5 – Presentations and Proclamations

Item #5A – Florida Law Enforcement Officers

Mayor Partington presented Police Chief Jesse Godfrey with a proclamation to honor the service and sacrifice of Florida law enforcement officers killed in the line of duty in 2021, including those who had succumbed to COVID-19 while protecting communities. He declared September 2021, as a time to honor Florida law enforcement officers in the City of Ormond Beach.

Item #6 – Audience Remarks

Ms. Connie Colby, 108 Roble Lane, discussed her concern with the lack of citizen input regarding the Hand Avenue extension and Avalon Park, while noting some members of the Commission already requested a workshop on these concerns. She stated her concern of the single entrance to Avalon Park being located on Granada Boulevard, and believed the city should work with the county to direct traffic to Daytona Beach. She discussed the need for a bridge over the intercoastal between Granada Boulevard and Seabreeze Boulevard. She asked the Commission about Woods of Ormond Beach and possible annexation.

Ms. Julia Truilo, 307 John Anderson Drive and Executive Director of Ormond Beach MainStreet, invited the Commission to the Celtic Festival the weekend of September 11, 2021 and September 12, 2021, noting there would be a September 11, memorial moment at the festival with a bagpipe band at 12:25 p.m.

Item #7– Approval of Minutes

Mayor Partington advised the minutes of the August 4, 2021, and August 17, 2021, meetings had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Selby noted at the August 17, 2021, meeting he inaccurately stated he voted for the acquisition of 385 Old Kings Road and clarified he voted no on the purchase. He read from the April 2, 2019, City Commission meeting minutes:

> *"Commissioner Selby had concerns with the price, environmental cleaning of items on the property, title insurance and the time allotted to remove personal property. He supported the overall purchase, but could not support the current terms of the contract."*

Commissioner Selby stated the vote on that item was 4-1, with himself as the only dissenting vote.

Mayor Partington stated he went back to review minutes from the February 19, 2019, workshop; he discussed that Commissioner Selby was unable to attend and asked the City Attorney to read notes into the record which were generally supportive of the purchase price, but did have the concerns of the cleanup and believed the owners should have handled that aspect.

Commissioner Selby stated that was correct and noted that was how transactions were handled in commercial real estate; the property owner would clean up before closing. He discussed his concern on the current costs of the environmental cleanup.

Mayor Partington discussed possible grants for the cleanup and asked the City Attorney about the legality of the purchase and the public purpose of the purchase; whereby, Mr. Randy Hayes, City Attorney, discussed the background of the purchase. He stated there

were two appraisals completed as required, noting staff did not feel it should be required of the property owner to handle the environmental cleanup, as their belief was it was not in the property owner's ability to handle that aspect properly. Mr. Hayes noted the city was better equipped to handle the contamination. Mr. Hayes explained the litigation involving the property owner and the property owners' brother, which caused a delay on the closing. He stated the purchase with the forfeited escrow was $220,000.00. He indicated the purchase was completed appropriately and within city codes, noting it was a lawful purchase and was a part of the city's Central Park system.

Mayor Partington stated he was excited to have the property added to the parks and for flood water control.

Commissioner Selby noted he did not question the legality of the purchase, rather the structure of the transaction. He stated he believed the private sector would be better equipped to handle the environmental clean up over a government agency.

Commissioner Kent stated the land was very important to the Central Park system, noting his support of the city cleaning it up and the costs associated with it.

Commissioner Persis discussed the floodplain, noting the area would be vital in the event of a catastrophic storm.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of the August 4, 2021, and August 17, 2021, City Commission meeting minutes.

The motion passed by voice vote.

Item #8 – Community Redevelopment Agency

Mayor Partington advised the following item was a Community Redevelopment item. He explained that the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:41 p.m.

Item #8A– 2021-22 Service Agreement for Ormond Beach MainStreet

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-137

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 9A)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2021-137, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:43 p.m.

Item #9 – Consent Agenda

Mayor Partington 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 Selby requested to pull Item 9E and Item 9J.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of the consent agenda, absent Items 9E and 9J.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #9E – MacDonald House Restoration-North Elevation

RESOLUTION NO. 2021-141

A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE MACDONALD HOUSE RESTORATION (NORTH ELEVATION) PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Kent, for approval of Item 9E.

Commissioner Selby thanked staff for saving money, noting the project was under budget. He stated the Historical Society contributed $100,000.00 to the project and asked about the Echo grant funds; whereby, Mr. Shawn Finley, Public Works Director, stated the Echo grant was for up to $400,000.00, noting it was a 1 for 1 match. Mr. Finley stated the city could get roughly $260,000.00 based on lower costs associated to the project. Commissioner Selby clarified the city costs would be less than half of the $419,000.00; whereby, Mr. Finley stated that was correct.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #9J – City Manager Status Report, September 2021

Commissioner Selby inquired about the proposed workshops; whereby Ms. Joyce Shanahan, City Manager, discussed a proposed workshop for West Ormond Transportation on October 19, 2021. She stated the first workshop on October 5, 2021, would include Florida Department of Transportation (FDOT) regarding A1A and Nova Road. She discussed the OB Life 2021 series and kick-off meeting proposed for October 26, 2021. She stated the meeting topics would include transportation, utilities and quality of life. She stated there was a proposed workshop on November 2, 2021, for Senate Bill 64. She noted there was a proposed workshop for Cassen Park with three site plan concepts. She also noted there was a proposed workshop for collective bargaining and one for the Parks and Recreation Master Plan.

Commissioner Selby asked if the OB Life series meetings were related to Avalon Park; whereby, Ms. Shanahan stated the meetings would focus on the issues surrounding Avalon Park, including traffic and utilities. Commissioner Selby asked about a consultant report for utilities from Avalon Park; whereby, Ms. Shanahan noted the consultant was unavailable at that time, but once the report was complete it would be brought to the Commission.

Commissioner Selby inquired if Senate Bill 64 was mandating that the city have a 10-year plan to be at zero gallons of discharge into the intercoastal waterway by the end of the year; whereby, Ms. Shanahan stated that was correct, noting it did not have to be a detailed plan, but required action steps outlined and would be discussed at the proposed workshop. Commissioner Selby stated the city pumped over 500,000,000 gallons of reclaimed water into the Halifax River in the last 12 months, noting the average was 1,470,000 gallons a day compared to Port Orange who had zero gallons of discharge.

Ms. Shanahan stated the city was permitted to pump 4,000,000 gallons a day to the Halifax River, noting Port Orange bought a significant amount of land to aid in their zero gallons of discharge. Ms. Shanahan stated she was hopeful that Florida State Representative Tom Leek would assist with funding.

Mayor Partington stated the reclaimed water was highly treated and clean water was being pumped into the river.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Item 9J.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Persis expressed her excitement on Item 9E, for the MacDonald House renovations, and noted she was happy with the progress.

Commissioner Kent commented on Item 9G, which authorized four contracts for debris removal. He discussed his support for the item and was pleased the city was preparing for future storms.

Mayor Partington discussed his support of Item 9G and thanked staff for their hard work. He discussed having the funds in reserves which may be needed if a disaster were to hit Ormond Beach.

Commissioner Persis stated she was happy the city had reserves in place in the event of a disaster.

Item #10 – Public Hearings

Mayor Partington opened the public hearings.

Item #10A – LDC Amendment – Car/Motorcycle Washes

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-32

AN ORDINANCE AMENDING SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE LAND DEVELOPMENT CODE OF THE CITY OF ORMOND BEACH BY AMENDING THE CONDITIONS FOR TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES BY NON-PROFIT ENTITIES; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES WITHIN THE NORTH U.S. HIGHWAY 1 MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES THROUGHOUT THE CITY DURING RECOGNIZED SPECIAL EVENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation that explained the Land Development Code (LDC) amendment was focused on Section 2-50, Accessory Uses, in regards to non-profit related car and motorcycle washes. He discussed the concerns surrounding the washes including duration, location, distracted motorists and traffic safety. He stated at the July 20, 2021, City Commission meeting four options had been presented and the Commission directed staff to move forward with prohibiting motorcycle and car washes during special events. He stated Ordinance No. 2021-32 would prohibit motorcycle and car washes during recognized special events, maintained prohibition of motorcycle and car washes in the North US-1 service area, and would allow for no more than 12 events in the calendar year that were outside of the recognized special events. He stated staff recommended approval.

Mr. Hannoush discussed his disapproval of the item, noting distracted drivers would be year-round not just at recognized special events.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2021-32, on first reading, as read by title only.

Commissioner Kent stated his approval of the item and disagreed with Mr. Hannoush.

Commissioner Littleton stated he was not in favor of the item and would be voting no.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	No
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #10B – Amendment to Water and Wastewater Rates

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-33

AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; AND 22-71, SERVICE CHARGE ESTABLISHED; OF CHAPTER 22, WATER AND SEWERS, THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Kelly McGuire, Finance Director, stated the water and sewer rates would be set at a 1.8 percent increase for the 2021-2022 fiscal year, with a rate increase to 3.5 percent by the 2022-2023 fiscal year. She noted the increase was in accordance to what had been discussed at the budget workshop.

Mr. Colin MacManus, 477 Hammock Lane, inquired about the notice given to citizens in regards to the rate increase

Commissioner Persis moved, seconded by Commissioner Kent, for approval of Ordinance No. 2021-33, on first reading, as read by title only.

Commissioner Selby stated he was not in favor of the item, and inquired if the American Rescue Plan Act (ARPA) funds would cover the needed repairs and maintenance for the city's water and sewer systems or if the rate increase was covering it; whereby, Ms. McGuire stated the ARPA fund would cover a portion of the water and sewer repairs and maintenance, and the remainder of the funds would be coming from the rate increase. Commissioner Selby expressed his concern for using the ARPA funds on ordinary repairs and maintenance, and discussed his thoughts on the funds being used for generational projects, such as reuse water storage. He stated he thought the Commission should adopt a higher rate, at the 3.5 percent increase, to assist with the reuse water issues, noting the city would be required to have zero discharge into the Halifax River in the next 10 years, due to Senate Bill 64. He discussed a future project of an above ground storage tank that would hold roughly a million gallons, noting he did not believe that was sufficient enough for the amount of discharge the city had.

Commissioner Littleton stated he would not be supporting the item.

Commissioner Kent discussed past issues with the water and sewer systems and how the city had the second lowest rate in Volusia County. He discussed the storage tank project, noting his support.

Commissioner Persis discussed her support of the incremental rate increase versus a larger rate increase.

Commissioner Selby discussed the three different types of storage tanks noting the proposed storage tank would hold one day's worth of reclaimed water and would not be sufficient, noting the potential workshop to further discuss the topic.

Commissioner Kent discussed the need for another tank, the dry seasons with no reuse going into the Halifax River and the rainy season when the storage tank would be full. He stated he thought the proposed tank was a step in the right direction and fully supported it.

Mayor Partington discussed the city's low rate compared to neighboring cities. He thought staff's recommendation was very smart for the city, noting it was fair for all Ormond Beach residents. He discussed Senate Bill 64 and his concerns with the current requirements.

Call Vote:	Commissioner Littleton	No
	Commissioner Selby	No
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington stated Mr. MacManus should reach out to Ms. McGuire or Mr. Chris Byle, Assistant Finance Director, to answer his questions.

Mayor Partington closed the public hearings.

Item #11 – First Reading of Ordinances

Item #11A – Amendment to Solid Waste Rates

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-34

AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

Commissioner Littleton moved, seconded by Commissioner Kent, for approval of Ordinance No. 2021-34, on first reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #12 – Discussion Items

Item #12A – 2022 City of Ormond Beach Legislative Action Agenda

Ms. Shanahan asked the Commission for direction on the item, noting once staff had direction, a report would be prepared to bring back to the Commission at the following meeting.

Mr. Brian Rademacher, Economic Development Director, discussed water quality and conservation proposed priorities. He stated there were four projects identified, which included UV-disinfection, reclaimed water projects, Hudson Wellfield expansion and septic tank conversion of Magnolia and Oak Drives and Bonita Avenue. He stated he was looking for Commission direction before moving forward.

Commissioner Persis complimented the list and stated she would be in favor of the proposed priorities.

Commissioner Selby inquired the costs on the projects; whereby, Ms. Shanahan provided the costs per project, and discussed that the funds had not been allocated at that time and would not be provided until end of the fiscal year in 2022.

Mayor Partington and Commissioner Kent noted the reserved funds would help fund some of the priorities until the funding came in.

Mayor Partington stated his support of the proposed priorities, clarifying the residents involved with the septic to sewer conversions would likely have a cost associated with the conversion. He asked staff be transparent with all residents involved.

Ms. Shanahan noted the location for the septic to sewer conversion was selected due to its proximity to a lift station, which would assist in lowering costs. She stated staff would not proceed until there was a community meeting and were able to determine interest in moving forward, noting the city would try for the maximum amount of grant funds to offset costs.

Commissioner Kent discussed the costs associated with a septic tank.

Mayor Partington thanked Commissioner Kent for his comment, noting that information should be included in the educational campaign to the residents.

Commissioner Littleton discussed his support of the project priorities.

Item #13 – Reports, Suggestions, Requests

Employee Recognition
Ms. Shanahan, Commissioner Persis, Commissioner Selby and Commissioner Kent congratulated Mr. Alex Schumann on his promotion to City Engineer.

Ms. Shanahan, Commissioner Persis, Commissioner Selby and Commissioner Kent welcomed Ms. Susan Dauderis, City Clerk.

Commissioner Persis thanked Ms. Shanahan for the City Manager Status Report provided, noting her appreciation for Ms. Shanahan's hard work.

Commissioner Littleton thanked the Commission for allowing him to attend the meeting via Zoom.

Commissioner Kent thanked the Commission for allowing him to attend the meeting via Zoom at the August 17, 2021, meeting. He thanked Ms. Shanahan, Mr. Hayes, Commissioner Persis, Mr. Travis Sargent and Mr. Ike Leary for checking in on him during that time. He noted Mr. Sargent's young son should get a special treat for sitting through the entire meeting.

City Projects
Commissioner Persis discussed her support of the speed calming tables installed on Hernandez Avenue and Fleming Avenue.

OB Life 2021
Commissioner Persis expressed her excitement for the proposed meetings.

Updates
Commissioner Persis discussed her excitement for the new Starbucks that would hold a grand opening on Friday, September 10, 2021.

Events and Announcements
Commissioner Persis thanked Fire Chief Richard Sievers for the fire truck ride along, noting her excitement for the push-in ceremony on Thursday, September 9, 2021.

Commissioner Selby discussed the upcoming Celtic Festival that would take place on Saturday, September 11, 2021, 10:00 a.m. until 7:00 p.m. and Sunday, September 12, 2021, 11:00 a.m. until 5:00 p.m., noting there would be a 9/11 remembrance ceremony during the festival at 12:25 p.m. on Saturday.

Budget
Mayor Partington discussed the tax increase compared to the current inflation rate, and the reserve funds. He discussed and emphasized not using one-time funds for recurring

expenses. He stated his support for the presented budget and noted the hard work from the Budget Advisory Board.

Item #14 – Adjournment

The meeting was adjourned at 8:53 p.m.

APPROVED: September 22, 2021

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Wendy Hontz,
Acting City Clerk

CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney

Date: September 22, 2021

Subject: Insurance Requirements and Other Provisions Relative to Risk Management

Commission Goal: N/A

Introduction

This is a resolution to approve and adopt the minimum requirements for insurance to be provided by lessees, permittees and licensees of City owned real property and by contractors engaging in business with the City.

Background

The City Commission approves and establishes minimum requirements for: 1) The provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by contractors, including service-related contractors (Exhibit A); 2) The minimum requirements for the provision and maintenance of commercial general liability insurance and risk management regarding leases of the City's real property and its facilities (Exhibit B), and 3) The minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities (Exhibit C).

The legal department in conjunction with risk management and consultants with Brown & Brown, Inc. have reviewed the City's requirements and made revisions to stay current with changes in risk and the law. Some increases to the minimum insurance liability requirements have been made to better insure risk, while at the same time keeping the coverage limits within a commercially reasonable range. In addition, the indemnity language applicable to construction contracts and professional services contracts has been modified for compliance with Florida Statutes.

Budget Impact

There is no impact upon the city budget.

Recommendation

It is recommended that the City Commission approve and adopt the minimum requirements for insurance to be provided by lessees, permittees and licensees of City owned real property and by contractors engaging in business with the City.

Attachments:

- 21-144 Insurance Requirements Resolution (P21-0120G).doc (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)

RESOLUTION NO. 2021-144

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 2-315 of the **Code of Ordinances** allows the City Commission to establish minimum requirements for insurance to be provided by lessees of City owned real property and by contractors engaging in business with the City, and

WHEREAS, such minimum requirements were previously established by Resolution No. 92-218, and which was subsequently amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116, and

WHEREAS, the City Commission desires to further amend such minimum requirements, now therefore,

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

SECTION ONE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by Contractors, including service-related contractors, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of commercial general liability insurance and risk management regarding leases of the City's real property and its facilities, as set forth in Exhibit "B"

attached hereto and incorporated herein by reference.

SECTION THREE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

SECTION FOUR. The requirements hereby adopted by this Resolution shall be deemed to repeal, supersede, and replace the provisions of Resolution No. 92-218, as amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116.

SECTION FIVE. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Resolution shall take effect immediately upon its adoption and shall apply to all contracts entered into, or renewed, subsequent to the effective date hereof.

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
City Clerk

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include <u>at a minimum</u>, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,0000 per occurrence.

(e) Builder’s Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "B"

A. Lease Provisions Relative to Risk Management

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Lessee shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

B. General

The Lessee shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect the Lessee from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Lessee's operations.

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

a. Premises and Operations
b. Personal Injury Liability
c. Products & Completed Operations
d. Fire Damage Liability
e. Blanket Contractual Liability
f. Liquor Liability

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

$1 Million Each Occurrence
$1 Million General Aggregate
$1 Million Aggregate Products & Completed Operations
$ 300,000 Fire Damage (any one fire)

Limits are subject to increase depending on the value and/or risk to leased premises

3. Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less or limited to:

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

4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the

replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Lessee shall, at the option of the City provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by the City for the given lease.

5. If the Lessee fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Lessee.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"

A. Licensees and Permittees.

1. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer.

2. The Plan available to the City currently provides comprehensive general liability insurance coverage of $1,000,000 per claim, subject to an annual aggregate of $1,000,000 for all claims. A $250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.

3. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

i) If applicable, Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):

a. Premises and Operations
b. Personal Injury Liability
c. Products & Completed Operations
d. Fire Damage Liability
e. Blanket Contractual Liability

f. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less and not limited to the following:

$1 Million	Each Occurrence
$1 Million	General Aggregate
$1 Million	Aggregate Products & Completed Operations
$ 300,000	Fire Damage (any one fire)

iii) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

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

iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

i) Licensees and Permittees shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.

ii) New certificates of insurance shall be provided to the City prior to coverage renewals.

iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.

iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

i) Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Demotech and Standard & Poors.

ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

4. <u>Provisions Relative to Risk Management.</u>

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

(a) Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the Licensee's or Permittee's use, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City

All Licensees and Permittees shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

(c) Loss Control/Safety

Precaution shall be exercised at all times by the Licensee and Permittee for the protection of all persons, including employees and property. The Licensee and Permittee shall comply with all applicable laws; regulations and ordinances related to safety and health shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

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: Chris Mason, Neighborhood Improvement Manager

Date: September 22, 2021

Subject: Resolution for Release & Satisfaction of Lien - 480 Collins St.

Commission Goal: N/A

Introduction

This is a request for authorization for release of a Special Magistrate Administrative Fine/Lien concerning a Failure to Comply site maintenance repeat violation, and to declare satisfied the code enforcement lien against the property located at 480 Collins Street, Ormond Beach in the name of William J. Leazer.

Background

Pursuant to Section, 162.09(3), Florida Statutes, and Section 2-258(d), Administrative Fines and Liens, of the Code of Ordinances, any lien arising from a fine imposed pursuant to these provisions runs in favor of the City. The City Commission may authorize the execution of a satisfaction or release of a lien.

Discussion

Case # 17-107728 was initiated on April 25, 2017 for a repeat violation of Code of Ordinances, Chapter 14, Article VIII, Section 14-95(1),(2),(3) and (5), Site Maintenance.

On May 22, 2017, the Special Magistrate found that the Respondent had repeatedly violated Code of Ordinances Chapter 14, Article VIII, Section 14-95(1),(2),(3) and (5). The Respondent was ordered to pay the $100.00 citation and $11.57 case costs no later than June 11, 2017.

On July 24, 2017, the Special Magistrate found that the Respondent had failed to timely comply with the Special Magistrate Order of May 22, 2017 concerning a repeat violation of City of Ormond Beach Code of Ordinances Chapter 14, Article VIII, Section 14-95(1),(2),(3) and (5), Site Maintenance. The Respondent was ordered to pay the $100.00 citation, a total of $43.55 case costs, and $1,000.00 daily accruing fine (6/12/17 through 7/21/17) for a total of $1,143.55 no later than August 1, 2018.

Payment was not received within the time given; therefore, the Special Magistrate's Order Finding Failure to Comply was recorded in Volusia County Public Records Book 7864, Page 2919 on June 15, 2020. A copy of the recorded order is attached.

Respondent paid all fines and costs owed, including case costs to lien, on August 19, 2021. A copy of the receipt of payment is attached.

Daily Accruing	$1,000.00
Case Costs	43.55
Lien Case Costs	37.00
Citation	100.00
Grand Total Owed	$1,180.55

Budget Impact

Fees collected as a result of this lien were recorded in the City's General Fund.

Citizen Impact

The property owner has achieved compliance by correcting the code violation and satisfying all fines and costs associated with resolving the violation. Properties which comply with our code promote neighborhood integrity, prevent property value decline, and preserve the quality of life.

Recommendation

It is requested that the attached resolution and satisfaction of the Special Magistrate Administrative Fine/Lien for the property at 480 Collins Street be approved.

Attachments:

- 21-145 480 Collins Street - S&R SM LIEN $1180.55 (P21-0123G) (PDF)
- Order Finding Repeat Violation May 22, 2017 (PDF)
- Recorded Lien Failure to Comply July 24, 2017 (PDF)
- Paid receipt for $1,180.55 on 8-19-21 (PDF)
- Case Cost Sheet for Lien (PDF)

REVIEWED BY: Kelly A McGuire

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

RESOLUTION NO. 2021-145

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF A SPECIAL MAGISTRATE ADMINISTRATIVE FINE/LIEN FOR CODE VIOLATION ON PROPERTY LOCATED AT 480 COLLINS STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4242-11-04-0090); AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Neighborhood Improvement Division initiated Case No. 17-107728 regarding a violation of Section 14-95(1), (2), (3), and (5) *Code of Ordinances* ("COO"*),* for failure to maintain property, and

WHEREAS, on May 22, 2017, the Special Magistrate found the Respondent in violation and ordered the respondent pay the One Hundred Dollar ($100.00) citation and Eleven Dollars and 57/100 ($11.57) in case costs no later than 20 days from the date of hearing, the property owner failed to pay the citation, and

WHEREAS, on July 24, 2017, the Special Magistrate found the Respondent failed to comply with the May 22, 2017, Order by failing to bring the property into compliance as required by the Order Finding Violation dated May 22, 2017, and was ordered to pay the One Hundred Dollar ($100.00) citation, Forty Three Dollars and 55/100 ($43.55) in case costs, and a daily accruing fine totaling One Thousand Dollars ($1,000.00) retroactive from June 12, 2017, to July 21, 2017, for a total of One Thousand One Hundred Forty Three Dollars and 55/100 (1,143.55) no later than August 1, 2018. The property owner failed to comply and the Order Finding Failure to Comply was recorded as a lien against the subject property and upon any other real or personal

property owned by the Respondent on June 15, 2020, in Public Records Book 7864 at Pages 2919 through 2921, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, payment for the One Hundred Dollar ($100.00) citation, Forty-Three Dollars and 55/100 ($43.55) in case costs, One Thousand Dollar ($1,000.00) daily accruing fine, and Thirty-Seven Dollars ($37.00) for recording costs, was received on August 19, 2021, and

WHEREAS, pursuant to Section 2-258(d), *Code of Ordinances*, "a lien arising from a fine imposed pursuant to this section runs in favor of the city and the city commission may authorize the execution of a release of lien entered pursuant to this article," now therefore,

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

SECTION ONE. The City Commission hereby authorizes the Mayor and the City Manager to execute a release of the lien recorded at Official Records Book 7864 at Pages 2919 through 2921, inclusive, of the Public Records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 22nd day of September 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY HONTZ
Acting City Clerk

BEFORE THE SPECIAL MASTER
OF THE
CITY OF ORMOND BEACH, FLORIDA

CITY OF ORMOND BEACH, FLORIDA,

Petitioner,

vs.

William J. Leazer, Property Owner

Respondent.
_____/

CASE NO.: 17-107728

LOCATION OF VIOLATION:
480 Collins Street
Ormond Beach, Florida 32174
("the Property")
PARCEL NO.: 4242-11-04-0090

RELEASE OF SPECIAL MAGISTRATE ADMINISTRATIVE FINE/LIEN

For and in consideration of the sum of **ONE THOUSAND ONE HUNDRED FORTY THREE DOLLARS 55/100 ($1,143.55)** for the fine, and **THIRTY SEVEN DOLLARS NO/100 ($37.00)** for recording fees, totaling **ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS 55/100 ($1,180.55)** paid to the City of Ormond Beach ("City"), the receipt of which is hereby acknowledged, the City, does hereby release all property of **WILLIAM J. LEAZER, or current owner,** from a certain lien recorded at Official Records Book 7864, at Pages 2919 through 2921, inclusive, of the Public Records of Volusia County, Florida, and the City of Ormond Beach hereby declares said lien fully released.

Dated this _____ day of September, 2021.

CITY OF ORMOND BEACH,
a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of September, 2021, by **BILL PARTINGTON** and **JOYCE A. SHANAHAN**, the Mayor and the City Manager, respectively, of the City of Ormond Beach, a Florida municipal corporation, on behalf of the corporation, and they are personally known to me.

_____
NOTARY PUBLIC State of Florida
My Commission Expires:

BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA

CITY OF ORMOND BEACH, FLORIDA,

Petitioner,

vs.

WILLIAM J. LEAZER,

Respondent.
_____/

CASE NO.: 17-107728

LOCATION OF VIOLATION:
480 Collins Street
Ormond Beach, FL
("the Property")

PARCEL NO.: 4242-11-04-0090

ORDER FINDING REPEAT VIOLATION

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, May 22, 2017, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.

2. The City of Ormond Beach presented substantial evidence of Respondent's repeat violation of *City of Ormond Beach Code of Ordinances*, Chapter

14, Article VIII, Section 14-95 (1), (2), (3), and (5), Site Maintenance. Premises not maintained free of insect and rodent harborage. Premises not maintained free of the accumulation of trash, junk, debris and rubber tires. Open area (backyard) not maintained free of heavy undergrowth. The outdoor storage of personal property exists upon the premises.

3. The property was not in compliance at the time of the hearing. Respondent appeared and testified at the hearing.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent has repeatedly violated *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95 14-95 (1), (2), (3), and (5), Site Maintenance. **Respondent is ordered to pay a citation of one hundred dollars ($100.00) and costs of eleven dollars and 57/100 ($11.57) no later than June 11, 2017 (20 days from the date of hearing).**

B. Respondent is ordered to bring the property into compliance no later than June 11, 2017 (20 days from the date of hearing). <u>If Respondent brings the property into compliance by June 11, 2017 the citation of one hundred dollars ($100.00) shall be waived.</u> If Respondent fails to bring the property into compliance by June 11, 2017, a fine of twenty-five dollars ($25.00) per day shall accrue beginning on June 12, 2017.

C. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

D. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED *nunc pro tunc* May 22, 2017.

DATED: 6/7/17 **BY:** _____

JEAN DWYER
CITY OF ORMOND BEACH
SPECIAL MAGISTRATE

Copies to:
Ann-Margret Emery, Deputy City Attorney
Chris Mason, Neighborhood Improvement Manager
Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH *CODE OF* ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

6/15/2020 10:54:20 AM
Instrument# 2020106563 3 pages
Book: 7864 Page: 2919
Electronically Recorded By
Volusia County Clerk of the Court

BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA

CITY OF ORMOND BEACH, FLORIDA,

Petitioner,

vs.

WILLIAM J. LEAZER,

Respondent.
_____/

CASE NO.: 17-107728

LOCATION OF VIOLATION:
480 Collins St.
Ormond Beach, Florida
("the Property")

PARCEL NO.: 4242-11-04-0090

FAILURE TO COMPLY

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, July 24, 2017, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.

2. The City of Ormond Beach presented substantial evidence of Respondent's failure to timely comply with the Special Magistrate Order of May 22,

2017 concerning a repeat violation of *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95 (1), (2), (3), and (5), Site Maintenance. Premises not maintained free of insect and rodent harborage. Premises not maintained free of the accumulation of trash, junk, debris and rubber tires. Open area (backyard) not maintained free of heavy undergrowth. The outdoor storage of personal property exists upon the premises.

3. Respondent appeared and testified at the hearing. As of July 21, 2017, the property was found in compliance.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent failed to timely correct the violation of *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95 (1), (2), (3), and (5), Site Maintenance. Respondent owes the following amounts in fines and costs through the date of the July 24, 2017 hearing:

Daily accruing fines of $25.00 per day at 40 days from 6/12/17 to 7/21/17	$1,000.00
Unpaid Costs of 5/22/17 hearing	$11.57
Unpaid Costs of 7/24/17 hearing	$31.98
Unpaid Citation	$100.00
TOTAL DUE AND OWING	$1,143.55

RESPONDENT SHALL PAY THE SUM ABOVE OF $1,143.55 <u>NO LATER THAN AUGUST 1, 2018.</u>

B. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED *nunc pro tunc* July 24, 2017.

DATED: 8/8/17

BY: _____
JEAN DWYER
CITY OF ORMOND BEACH
SPECIAL MAGISTRATE

Copies to:
Ann-Margret Emery, Deputy City Attorney
Chris Mason, Neighborhood Improvement Manager
Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH *CODE OF* ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

City of Ormond Beach
FINANCE
22 South Beach St.
Ormond Beach, FL 32174
(386) 676-3209
Welcome

007161-0013 Kathy C. 08/19/2021 03:20PM

GENERAL BILLING
LEAZER, WILLIAM J.
External Item Reference: 2019-01-23651
External Payment Reference:
2019-01-23651-792091
2019 Item: 23651
Balance due: 0.00
Balance unpaid: 0.00
CODE ENFORCEMENT
CITATIONS

Principal	100.00
Interest	0.00

Payment Id: 274860
LEAZER, WILLIAM J.
External Item Reference: 2019-01-23795
External Payment Reference:
2019-01-23795-792092
2019 Item: 23795
Balance due: 0.00
Balance unpaid: 0.00
CASE COSTS

Principal	11.57
Interest	0.00

Payment Id: 274861
LEAZER, WILLIAM J.
External Item Reference: 2019-01-23928
External Payment Reference:
2019-01-23928-792093
2019 Item: 23928
Balance due: 0.00
Balance unpaid: 0.00
CASE COSTS

Principal	31.98
Interest	0.00

SPECIAL MASTER

Principal	1,000.00
Interest	0.00

Payment Id: 274862
LEAZER, WILLIAM J.
External Item Reference: 2020-01-3352
External Payment Reference:
2020-01-3352-792094
2020 Item: 3352
Balance due: 0.00
Balance unpaid: 0.00
CASE COSTS

Principal	37.00
Interest	0.00

Payment Id: 274863

1,180.55

Subtotal	**1,180.55**
Total	**1,180.55**
CHECK	1,180.55
Check Number18404	
Change due	**0.00**

Paid by: LEAZER, WILLIAM J.

Packe

FINE / LIEN CASE COST SHEET

Address: 480 Collins St **Case #** **17-107728**

Type of Service	Number of Items	Rate		Costs
Order Imposing Fine/Lien				
Recording cost to lien	1	$10.00	First page	$10.00
	2	$8.50	per add'l 11 X 17 (2 pages)	$17.00
Recording cost to satisfy lien	1	$10.00	First page	$10.00
			Total Recording Costs	**$37.00**

Notes:

Lien of Failure to Comply Order from 7-24-17

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: Loretta Moisio, Grants Coordinator

Date: September 22, 2021

Subject: Request to Authorize Expenditure from the Law Enforcement Trust Fund (Forefeiture)

Commission Goal: Public Safety - Other

Introduction

This is a request for the City Commission's approval to use $13,622.53 from the Law Enforcement Trust Fund (109) to supplement funding received under the Coronavirus Emergency Supplemental Funding (CESF) grant for the sole source procurement of a small platform tactical robot to inspect homes and structures occupied by those exposed to possible contagion when responding to emergency calls for service.

Background

On March 30, 2020, the U.S. Department of Justice released the Coronavirus Emergency Supplemental Funding (CESF) Program FY 2020 Formula Grant Solicitation with the Police Department being eligible for an allocation of $49,731 for use in *"preventing, preparing for, and responding to coronavirus."* The initial application, which was approved, included heavy duty pop-up traffic cones for use by officers when cordoning off restricted areas as needed to respond to the pandemic; and two (2) short-range and one (1) long-range Unmanned Aerial Vehicles (UAVs), or drones, which still required Department of Justice approval to purchase even after grant approval. After over a year, there has been no approval to purchase drones under this grant from the Department of Justice, and in order to use the funding before it expires on January 31, 2022, it was suggested that the grant be amended and the funds used elsewhere. In June 2021, a grant award modification was submitted and approved in July 2021 by the Department of Justice, to purchase a robot.

Discussion

In recent years, robots have become valuable tools in the field of law enforcement, fire-rescue services, and public safety in general and are currently used by the Volusia County Sheriff's Office. Robots have proven to be extremely effective in locating law

violators, missing persons, and in conducting remote assessments of hazardous situations that would otherwise expose first responders to danger, utilizing state-of-the-art audio-visual communication. The device would be equipped with all of the tools necessary to conduct assessments of dangerous situations, while maintaining a safe standoff distance of first responders to any potential threat. These tools include high-powered cameras, microphones, speakers, and mechanical arms designed to open doors and breach other points of entry to access individuals exposed to a threat.

The use of robots to safely check structures, especially those of high-risk contagion exposure, is expected to diminish the hazard that our first responders face in day-to-day operations. Our research with other agencies who have deployed these devices strongly indicates that they have proven to be extremely safe and reliable in crucial law enforcement, fire-rescue, and public safety operations. Training and certification to operate the device will be provided at no cost through our law enforcement partners with neighboring agencies.

ICOR Technology is one of four robot manufacturers providing small platform tactical robots tested and validated by the Department of Homeland Security (DHS). In researching the catalog for the U.S. General Services Administration (GSA), the ICOR robot appears to be the only small platform tactical robot available for approved purchase within its system, and it is the only one endorsed by the National Tactical Officers Association that is on both the DHS and GSA lists. The ICOR Mini-Caliber Tactical Robot is used by the Volusia County Sheriff's Special Weapons and Tactics (SWAT) Office, and the Sheriff's Office would be the primary agency supporting the City's Special Response Team in tactical operations. Sheriff's Office personnel are proficient with this equipment and have offered to provide training to our personnel. Training and use of the same equipment will enhance the efficiency and safety of tactical operations.

Budget Impact

The estimated cost to purchase the requested equipment is $53,600. CESF grant funding in the amount of $39,977.47 is available for this purchase. Additional funds in the amount of $13,622.53 will be required to purchase the equipment and will be derived from the Law Enforcement Trust Fund (109). If approved, a budget amendment will be needed.

Citizen Impact

Several of our neighboring jurisdictions have deployed robots for several years for a variety of effective uses. However, with the current COVID-19 pandemic, those agencies have primarily utilized them to contact individuals in need of services, while maintaining safe social distancing rules, and without exposing personnel to contagion risk. This equipment will allow first responders to respond to citizens' emergency calls for service while minimizing their risk of contracting COVID-19.

Recommendation

Staff recommends the City Commission's authorization to use of $13,622.53 from the Law Enforcement Trust Fund (109) to supplement the CESF grant funds for the sole source procurement of a small platform tactical robot as outlined above.

Attachments:

- 21-146 Puch Robot - ICOR Tech w- LETF (P21-0122G) (PDF)
- ICOR Technology Robot Purchase Authorization (PDF)
- Certification letter (PDF)
- Sole Source Documentation 2021-22 ICOR Technology Inc (PDF)
- ICOR Quote (PDF)
- Photos ICOR Mini-Caliber Tactical Robot (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 9/13/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

RESOLUTION NO. 2021-146

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE SOLE SOURCE PURCHASE OF ONE MINI-CALIBER ROBOT; AUTHORIZING THE EXPENDITURE OF $13,622.47 FROM THE LAW ENFORCEMENT TRUST FUND; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's Police Department desires to purchase a mini-caliber platform tactical robot from ICOR Technology in the amount of $53,600.00, and

WHEREAS, ICOR Technology, Inc. manufactures the only mini-caliber platform tactical robots approved by the Department of Homeland Security, the National Tactical Officers Association and that are compatible with the Volusia Sheriff's Office SWAT, making this a sole source procurement pursuant to Section 2-300(g) of the *Code of Ordinances*, and

WHEREAS, the Police Chief has requested authorization from the City Commission to use $13,622.53 from the Law Enforcement Trust Fund to be used for the purchase of one mini-caliber robot from ICOR Technology, Inc. (a copy of the certification letter is attached hereto and incorporated herein by reference), and

WHEREAS, the City Commission finds the requested actions to be consistent with the purpose and intent of the United States Department of Justice Asset Forfeiture Guidelines and section 932.7055(5), *Florida Statutes*, and

WHEREAS, the City Manager has certified that funding for the purchase will be from the Law Enforcement Trust Fund ($13,622.53) and a Coronavirus Emergency Supplemental Funding grant ($39,977.47), now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Purchase Authorization for the purchase of one mini-caliber platform tactical robot from ICOR Technology, Inc. in the amount of $53,600.00 and to pay the cost thereof using Law Enforcement Trust Funds and a Coronavirus Emergency Supplemental Funding grant. A copy of said Purchase Authorization is attached hereto and incorporated herein by reference.

SECTION TWO. The Police Chief is hereby authorized and directed to expend the sum of $13,622.53 from the Law Enforcement Trust Fund to be used for the purchase of one mini-caliber robot.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr:2101233
Vendor: Communications International
Resolution No. 2021-146

Requisition By: Chief Godfrey
Date: 9/22/2021

Reason: Sole Source Procurement of ICOR Technology Robot

Sole Source ICOR Technology Robot
Funding through CESF grant and Law Enforcement Trust Fund (109)

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	CAL-MINI Mini-CALIBER Robot	EA	1	$48,500.00	$48,500.00
2	10003 Mini Claw Kit – 2nd Generation	EA	1	$4,150.00	$4,150.00
3	Shipping and Handling	EA	1	$950.00	$950.00
				Total:	$53,600.00

TERMS AND CONDITIONS
The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

_____
MAYOR

_____
CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

_____
PRINCIPAL OF COMPANY

_____
WITNESS

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 <u>not</u> assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The 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.

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability**, **Automobile Liability**, and **Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

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

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

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

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to

perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)

$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	**Limits (not less than)**
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) **Excess Liability**

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. **The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.**

CITY OF ORMOND BEACH

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: Jesse Godfrey, Police Chief

Date: August 31st, 2021

Subject: Law Enforcement Trust Fund monies to be used for Small Platform Tactical Robot (109 Forfeiture Account Fund)

In accordance with Section 932.7055(5) (b), Florida Statutes, I am writing to request City Commission approval for the expenditure of $13,622.53 from the above referenced account in order to fund the establishment and maintenance of a Small Platform Tactical Robot for the Ormond Beach Police Department.

After consultation with the City Attorney's Office, I can certify that this request complies with the above-referenced provisions of Section 932.7055, Florida Statutes, as an appropriate expenditure from the City of Ormond Beach Law Enforcement Trust Fund Account (109 Forfeiture Account Fund).

I ask that you appropriate $13,622.53 for the above-stated purpose at your earliest convenience.

City of Ormond Beach
Purchasing Department
22 South Beach Street
Room 102
Ormond Beach, FL 32174
(386) 676-3223

NOTICE OF INTENT TO SOLE SOURCE

File No.: ICOR Technology
Date: 8/12/2021

The attached sole source justification form contains the specifications and justification for the proprietary service and or parts being sought. Any vendor/contractor, who believes that they can meet or exceed the stated requirements, must provide a written statement, containing convincing technical data sufficient to support their position.

It will be the vendor/contractor's responsibility to provide adequate information in their written statement to enable the Purchasing Department to ensure that the proposed product meets the required criteria. If adequate information is not submitted with the statement, it shall be rejected. The City of Ormond Beach Purchasing Department must receive replies to this notice not later than close of business on August 23, 2021. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to the City of Ormond Beach, Purchasing Department, 22 South Beach Street, Room 102, Ormond Beach, FL 32174, or email Rob.Hart@ormondbeach.org . For further information call (386)676-3223.

City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.:_____ Date: 08/11/2021

Vendor: ICOR Technology, Inc. Cost: $53,600.00

Requested by: Capt. D.W. Smith Department: Police

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:
ICOR Mini-Caliber Tactical Robot. It provides a remote means of video and audio communication with suspects, the ability to open doors, search structures, inspect objects, and performs several other tasks while keeping personnel at a safe standoff distance from hazardous situations.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):
ICOR Technology is one of four robot manufactures providing *small platform tactical robots* tested and validated by the Department of Homeland Security. In researching the catalogue for the U.S. General Services Administration, the ICOR robot appears to be the only small platform robot available for approved purchase within their system. ICOR is also the only robot endorsed by the National Tactical Officers Association that is also on both DHS and GSA lists.

This ICOR robot model is also used by Volusia Sheriff's Office SWAT, who would be the primary agency supporting our Special Response Team with tactical operations. Their personnel are already proficient with this system, and have offered to provide training to our personnel to operate it. Our agencies' training and use of the same exact system enhances the efficiency and safety of our operations.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):
ICOR Technology is the only manufacturer and vendor of their products. We did explore other options from other manufacturers, but they did not meet our recommendations as specified above, and the ICOR Mini-Caliber robot offers specific features exclusive to their product that the other systems do not. These features are outlined on the sole-source letter from ICOR Technology, which is attached. The DHS report of validated systems is also available for review.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

8/11/2021

Signature (Dept. Director or Division Manager)

Title

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this secti** **felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

ICOR TECHNOLOGY

DW Smith
Ormond Beach Police Department (FL)
170 West Granada Boulevard
Ormond Beach, FL 32174

August 11, 2021

RE: Mini-CALIBER Sole Source Justification

Dear Mr. Smith;

ICOR Technology Inc. is the exclusive designer, manufacturer and distributor of the Mini - CALIBER® robot. This robot is not manufactured or duplicated by any other manufacturer, nor is there any equivalent robot that resembles or operates similar to the Mini - CALIBER® robot.

As a small size robot weighing 64 lbs.; the Mini - CALIBER® Robot is designed specifically for SWAT missions. There are no other comparable robotic platforms in this weight class or price point that can accomplish the same amount of mission requirements.

The Mini-CALIBER® is purpose built for the following:

- **MULTIPLE MISSIONS**
  - Surveillance / Reconnaissance
  - Inspection of planes, trains & buses
  - Barricaded suspect / crisis negotiation
  - Deliver / retrieve packages
  - Open doors and move objects
  - Under-vehicle inspection
  - IEDD identification & disposal
  - Intelligence gathering

The Mini - CALIBER® robot has unique features and capabilities, outlined in the list below:

1. One independently operated robotic claw arm:
   a. The flexible turret allows for easy viewing underneath vehicles as well as manipulating items on a counter
   b. Open doors (vehicles and buildings)
   c. 5 axis arm on rotating turret
   d. Turret rotate: + / - 100°
   e. Claw rotate: 360° Continuous Rotation
   f. Max 66” (168 cm) Vertical Reach
   g. Max 52” (132 cm) Horizontal Reach
   h. 15 lbs. (6.8 kg) lift capacity
   i. Color zoom camera with 10x optical zoom

ICOR TECHNOLOGY

2. A manual two speed transmission switches the speed of the robot from low to high gear. The maximum speed is 2 mph (3.2 km/h). Shifting the transmission is accomplished by pressing the button on the CCU.

3. The front and rear flippers and chain drive system with tracks over aluminum wheels provides the traction for the robot to handle rough terrain.
   a. climb stirs up to 45° incline;
   b. traverse over mud, dirt, tall grass, sand, ice and snow
   c. -50° -+160° flipper rotation with positional feedback
   d. Front and rear preset positions for stair climbing
   e. Front and rear preset positions for stowing robot

4. 5 cameras are provided as standard equipment on the robot including:
   a. Two IR cameras for low light conditions (front drive camera and rear drive camera – wide angle view)
   b. One 10X Optical Zoom
   c. One Claw Arm camera
   d. One auxiliary mast camera (wide angle view)

5. The handheld Command & Control Unit is lightweight and quick to deploy:
   a. Handheld, portable CCU
   b. Variable Speed Joystick Control
   c. 5.8” (14.7cm) LCD daylight readable anti-glare screen
   d. Weight: 5.3lbs (2.4kg)

6. The Mini-CALIBER® robot comes with a limited 2-year warranty, unlimited technical support and a 24/7 customer support telephone number.

All purchases for ICOR Technology Inc. products should be assigned to ICOR Technology Inc. by formal governmental / departmental purchase orders.

If you require more information on our products, please contact me at the numbers or email listed below.

Sincerely,

Digitally signed by Vongdouangchanh.Thongchanh.J.ORC3010022242.ID
DN: c=US, o=U.S. Government, ou=ECA, ou=ORC, ou=ICOR Technology Inc., cn=Vongdouangchanh.Thongchanh.J.ORC3010022242.ID
Date: 2021.08.12 11:18:26 -04'00'

Jack Vongdouangchanh
Commercial Manager
ICOR Technology Inc.

Encl. Quote No.: QUO-04641-J3M5-0

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

To
DW Smith
Ormond Beach Police Department (FL)
170 West Granada Boulevard

Ormond Beach, FL 32174

Mobile: (386) 676-3525
Email: dw.smith@ormondbeach.org

QUOTE NO.:	QUO-04185-Q8R1-1
EFFECTIVE FROM:	6/21/2021
EFFECTIVE TO:	9/21/2021
CURRENCY:	US Dollar
SHIPPING METHOD:	Ground
SHIPPING TERMS:	FOB - DESTINATION
DELIVERY DATE:	20- 24 Weeks APO
PAYMENT TERMS:	Net 30

QTY	P/N	DESCRIPTION	$/UNIT	LINE TOTAL
1.0	CAL-MINI	Mini-CALIBER® Robot Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithiun-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Mini-iPad electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hardshell case is available as an option.	$48,500.00	$48,500.00
1.0	10003	Mini Claw Kit - 2ND Generation The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories.	$4,150.00	$4,150.00
1.0	S&H	SHIPPING AND HANDLING	$950.00	$950.00
			TOTAL	$53,600.00

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**
DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

To accept this quotation, sign here and return:

Signature Date

Other Mini-CALIBER Optional Accessories

P/N	DESCRIPTION	$/UNIT
13153	Mini-CALIBER® RF Range Extender (Video/Data) Increase the wireless operating Video/Data range of your Mini-Caliber robot with the Mini-CALIBER RF Range Extender. Mounted on a portable tripod (additional suction cup and magnetic mounts included), an additional transmitter and receiver can be directly connected to the CCU using a 20' (6m) of hardwire tether. Key uses include: extending RF range; ability to have antennae's mounted outside armored vehicles. Includes one CAL-EB3 MINI CCU battery pack. Battery charger not included, as system uses CAL-BC2 Mini CCU Battery Charger included with robot. Note: Available on new Mini-CALIBER robots only.	$5,950.00
13895	500' Tether Reel kit - Mini RF Range Extender Used in conjunction with the Mini-CALIBER RF Range Extender (PN 13153) the 500 ft. (150m) tether reel extension cable allows users to place the MINI-CALIBER video and data antennas 500 ft. (150m) from the CCU. This will increase the users operating distance enabling LOS around corners; increasing range of operations inside buildings/parking garages by placing RF antennas inside a structure. Includes a tripod. Note: must be purchased with PN 13153.	$3,950.00
CAL-OP016	Quick Release FLIR Camera FLIR Thermal Imaging Camera for the CALIBER® Robot (MK3/T5/Mini); Mounts to the Quick Release PTZ Mast (zoom not available); Wide Field of View (H49° x V39°) with an effective detection range up to 230m (750ft)	$7,550.00
CAL-PSD	Portable Handheld Screen (Digital) The CALIBER®'s Portable Handheld Screen is ideal for SWAT entry teams that want to see what the robot operator is viewing on the CCU screen. Available for Digital COFDM RF System	$5,620.00

12627	MINI Quick Release Color IR Camera Optional Colour / IR (infra red) Camera for the Mini-CALIBER® Robot (CAL-Mini); used in place of zoom camera on claw mount.	$950.00
CAL-MDVR	Digital Video Recorder (DVR) for Mini-CALIBER Capture Video images from your Mini-CALIBER CCU. 1080p HD video recording and picture capture up to 320GB of MPEG-4 video and/or JPEG images. Onboard 5" (12.7cm) LCD Screen for quick review of recorded images and video. (Available for MK3, T5, or Mini)	$1,950.00
10458	Claw Auxiliary Camera - Mini Increase your situational awareness while using your manipulator with the addition of the Claw Auxiliary Camera for your Mini-CALIBER®. This ultra-versatile mount has a fully adjustable folding arm that connects a camera to the claw housing. Fully configurable to provide the best viewing angle while using tools from the optional CALIBER® Claw Attachment Kit (PN: 10003). Note: Available for the Mini-CALIBER® only.	$1,400.00
10002	K3150 Robot Disrupter Sleeve The Ideal Products Inc Robot Disrupter Sleeve kit allows for the integration of a 12in Tactical, 18in T3 or 24in PAN disrupter onto a Mini-CALIBER® robot or tripod stand. Allows the disrupter to dislodge upon firing to reduce recoil on robot. Mounts on a Picatinny rail. Comes equipped with two self-powered dot green lasers used for aiming. *Note Requires ICOR p/n: 10001 - MINI arm Picatinny Rail Assembly, for Mini-CALIBER robot operation. Shipped in a cardboard box, includes laser adjusting tool. (For Mini Only; Disrupter not included) **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this option, or low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	$2,850.00
10001	MINI arm Picatinny Rail Assembly Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included. Packaged in a cardboard box. For use with P/N 10002 - K3150 Robot Disruper Sleeve.	$350.00
CAL-OP001	Firing Circuit 24V DC Firing Circuit for Mini-CALIBER® Robot	$1,050.00
CAL-OP002	Firing Circuit AND Duke Pro 24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	$2,260.00
CAL-125RC	12.5MM RC DISRUPTOR MOUNT Disruptor Mount w/ 24V DC Firing Circuit for Mini-CALIBER® Robot - includes Camera and Green Lasers for sighting. The mount integrates with Proparms RC 12.5mm, AB Precision Needle Plus, and Ideal Products .357 Magnum Note: the disrupter is not included	$2,680.00
CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case wtih custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	$1,570.00
CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	$1,575.00
CAL-EB2	24V DC Battery Pack - Mini Spare/Replacement 24V DC Battery Pack for Mini-CALIBER® Robot Includes: 2x 12.8V / 9.6 AH LiFePO4 Replacement battery for use with the Mini-CALIBER® Robot (note: The Mini-CALIBER® uses 2 LiFePO4 batteries for 24V operation)	$625.00
CAL-BC3	Robot Battery Charger - Mini Spare Mini-CALIBER robot dual battery charger.	$195.00
CAL-EB3	CCU Battery - Mini Spare/Replacement 11.1V / 7.8Ah Li-Ion for use with the Mini-CALIBER® CCU	$155.00
CAL-BC2	CCU Battery Charger - Mini Spare Mini-CALIBER CCU battery charger with re-calibration function.	$300.00
10478	Extended Warranty - Mini CALIBER® Robot Extended Warranty. Add an additional year (3rd Year) to the standard 2 year warranty. (Available for Mini-CALIBER)	$5,250.00
CAL-TTC-MINI	Mini-CALIBER® ROBOT ONSITE TRAINING at Customer Location Eight (8) hour Operation, Maintenance, and Troubleshooting Course for one or two robots. Includes travel and accommodations for ICOR Technician. Consists of hands-on instruction for up to ten operators, and a classroom presentation for unlimited participants.	$3,000.00

VIDEO (3.5 min) DEMO LINK:

https://youtu.be/hWvyUyVgxNA?t=3

70.9"
(180 cm)
27.7"
(70.4 cm)

POLICE

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: Brian Rademacher, Economic Development Director

Date: September 22, 2021

Subject: Team Volusia Service Contract

Commission Goal: Economic Development - Continue to Attract High Wage Jobs and retain jobs/businesses

Introduction

This is a request for the City Commission to approve a service contract with the Team Volusia Economic Development Corporation (TVEDC) in support of the City's comprehensive economic development program.

Background

The City of Ormond Beach has approved a similar economic development service contract over the past ten years with Team Volusia Economic Development Corporation. The funding formula for the various municipalities within the County is $.50/resident, which was a formula first adopted in 1993. A municipality may instead opt to participate on the TVEDC Executive Level, which costs $25,000 rather than the formula of .50/resident. The City Commission approved the Executive Level Investor option in fiscal year (FY) 2014 and has voted to approve funding at the $25,000 level every year since. The Executive Level option allows the City to serve on the Executive Committee, which has greater governance and fiduciary oversight of the TVEDC.

Discussion

The purpose of this agreement is to enhance the City's Economic Development Strategic Plan by providing business recruitment programs. The primary focus of TVEDC will be to increase the level of qualified business prospects for the available industrial property at the Airport Business Park and Airport, Ormond Crossings Planned Development, and other available private properties throughout the City. Volusia County will assist the cities with business retention and expansion initiatives.

The TVEDC will also represent Ormond Beach at trade shows throughout the United States, and provide contact and company names from the trade shows that express

interest in Ormond Beach and surrounding areas. The TVEDC operates a countywide interactive website that promotes available city properties to site selectors and companies that are searching for new corporate locations. TVEDC also creates promotional materials and statistical data for the region and the City of Ormond Beach related to economic development.

Currently the cities of Daytona Beach, DeBary, Deland, Deltona, Edgewater, Lake Helen, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, Daytona Beach Shores, Holly Hill, and the County of Volusia are members of TVEDC. The cities of Daytona Beach, Deland, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, and Port Orange have made commitments at the Executive Level Investment. Ormond Beach Economic Development Director Brian Rademacher serves on the Economic Development Practitioners Council.

Over the past year, TVEDC staff has worked closely with the City's Economic Development Director to promote several sites by business prospects. Follow up visits and meetings with some of the prospects are expected over the coming months.

Budget Impact

The $25,000 funding level provides the City with the ability to participate in a more active role on the TVEDC Executive Committee and is included in the FY 2021-2022 General Fund budget.

Citizen Impact

The Team Volusia Economic Development Corporation works with the City of Ormond Beach Economic Development Department staff to enhance the business recruitment efforts and to provide additional marketing of the City's economic development programs. The funding of the annual contract will provide a positive impact to the citizens of Ormond Beach, as it will improve the business climate in the City and provide for additional capital expenditure and job creation opportunities.

Recommendation

Staff recommends the City Commission approve the economic development service agreement for FY 2021-2022 with the Team Volusia Economic Development Corporation.

Attachments:

- 21-147 Team Volusia (P21-0125G) (PDF)
- Ormond Beach 2021-2022 Cooperative Agreement (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/15/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/16/2021

RESOLUTION NO. 2021-147

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION; 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 a Cooperative Economic Development Agreement between the City of Ormond Beach and Team Volusia Economic Development Corporation (TVEDC) for the purposes set forth therein. A copy of said service contract is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY HONTZ
Acting City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2021\09-22-21\21- Team Volusia (P21-0125G).docx

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 2021 by and between the City of Ormond Beach, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS, TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Ormond Beach have agreed to appropriate the amount of ***Twenty-Five Thousand Dollars and .00 cents ($25,000.00)*** in the budget for the fiscal year 2021-2022 to support economic development activities, such sum qualifies the City for a seat on TVEDC Executive Committee.

WHEREAS, the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to TVEDC the sum of *Twenty-Five Thousand Dollars and .00 cents ($25,000.00)("City Funding")*, such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2021. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

3. **Program Requirements.**
   a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
   b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis**. TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:

    - Present cost of direct out-of-pocket City and County incentives, if any
    - Cost of tax revenues forgone, if any, plus interest
    - The amount of other tax revenue streams to be collected by the City
    - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
    - An estimate of the break-even year

6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.

7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

8. **Future Funding**. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

9. **Term of Agreement.** This Agreement shall commence on October 1, 2021 and shall continue in force for a one-year period ending September 30, 2022. In addition, this Agreement may be terminated upon any of the following events;

    a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
    b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
    c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Compliance with Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

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)676-3331
cityclerk@ormondbeach.org

Ref: Fla. Stat. §119.0701(2016)

11. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager
City of Ormond Beach
22 S Beach Street
Ormond Beach, FL 32174

Ormond Beach, FL 32174

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

12. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

13. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____2021.

CITY OF ORMOND BEACH a Florida Municipal Corporation.

By: _____ Date: _____
City of Ormond Beach, Mayor

Attest: _____ Date: _____
City of Ormond Beach, City Manager

Attest: _____ Date: _____
City of Ormond Beach, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith A. Norden Date: August 10, 2021

Title: President + CEO

Attest: Abnah L. Robbins Date: August 10, 2021

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: Brian Rademacher, Economic Development Director

Date: September 22, 2021

Subject: Ormond Chamber of Commerce Service Contract

Commission Goal: Economic Development - Other

Introduction

This is a request to renew the contract for services with the Ormond Beach Chamber of Commerce.

Background

For approximately thirty-four (34) years, the City has provided varying levels of financial support to the Ormond Beach Chamber of Commerce ("Chamber"). This support has historically been made for promotional activities. The partnership with the City of Ormond Beach utilizes public funds to provide a wide variety of programs, events, services, and publications which are vital to enhancing the quality of life for all residents in the City. The Chamber initiatives promote economic development, stimulate the local business climate, welcome tourists and new residents to the area, and present a positive image of Ormond Beach.

Discussion

Visitor inquiries, including walk-ins, emails, and telephone calls, tallied for the period of October 2020 through July 2021 were 40,108.

The Chamber works closely with City officials and staff to accomplish several major annual joint events including the Mayor's State of the City Address, Ormond Leadership Program, Economic Prosperity Hour bi-monthly meetings, publication of the Doing Business in Ormond Beach Business Guide, and publication of the Ormond Beach Tourism Brochure. Recently the Chamber and City started the StartUp Grind Ormond Beach Chapter and began hosting events in 2021. The mission of the program is to educate, inspire and connect entrepreneurs in Ormond Beach and Volusia County.

The service contract expires on September 30, 2021, and the attached contract renews

this relationship for another year.

Budget Impact

The proposed fiscal year (FY) 2021-2022 budget contains a service amount from the General Fund of $32,000. The requested amount is equal to the request in FY 2020-2021.

Citizen Impact

The Ormond Beach Chamber of Commerce works closely with the City of Ormond Beach staff to enhance the economic development program of business retention, expansion, and recruitment. The funding of the annual contract will be a positive impact to the citizens of Ormond Beach, as it will improve the business climate in the City and provide for additional capital expenditure and job creation opportunities.

Recommendation

Staff recommends the City Commission continue financial support for the Chamber and approve the Chamber's proposal as specified in the attached contract.

Attachments:

- 21-148 OB Chamber Service Agr (P21-0124G) (PDF)
- Chamber Commerce Service Agr (P21- 0124G)) (PDF)
- 2021 Semi-Annual City Service Contract Report (PDF)
- Signed OBCC 2021-2022 Funding Request (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY: Joyce A. Shanahan, City Manager 9/15/2021

RESOLUTION NO. 2021-148

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND THE ORMOND BEACH CHAMBER OF COMMERCE; 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 a Service Contract between the City of Ormond Beach and the Ormond Beach Chamber of Commerce, a copy of which is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY HONTZ
Acting City Clerk

SERVICE CONTRACT

AGREEMENT made this ____ day of September, 2021, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation ("the City"), and the **ORMOND BEACH CHAMBER OF COMMERCE**, a Florida non-profit corporation ("the Chamber").

WHEREAS, the City is willing to pay public funds to the Chamber in order to accomplish various public purposes, as hereinafter more particularly set forth, and

WHEREAS, the City desires sufficient control over the public funds to be paid in order to comply with the requirements of the law as articulated by the Florida Supreme Court in *O'Neill v. Burns*, 198 So.2d 1 (Fla. 1967) and by the Attorney General of Florida in *Op.Atty.Gen.* 075-221 (July 24, 1975),

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

1 *Recitals*. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference and are part of this Agreement.

2. *Term*. This Agreement shall become effective on October 1, 2021 and shall continue in effect through and including September 30, 2022. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the City's fiscal year, which fiscal year begins on October 1 of each given year and ends on September 30 of the following year.

3. *Responsibilities of the Respective Parties*.

a. *The Chamber shall be responsible for the following*:

i. prepare and update (or obtain from other sources) the City of Ormond Beach's visitor attraction guidebooks, area maps, economic development materials, real estate brochures, tourism publications, and school information;

ii. distribute the materials described in ¶(3)(a)(i) at the Chamber's public Welcome Center; *via* telephone, mail, and personal requests by the general public; and to the five (5) State of Florida Welcome Centers at the state boundaries;

iii. answer the public's walk-in, telephone, and mail inquiries about the Ormond Beach area;

iv. be open for business from 9:00 a.m. until 5:00 p.m., Monday through Friday, exclusive of legal holidays;

v. provide, in cooperation with the Central Florida Better Business Bureau, mediation and referral services for consumer complaints against businesses licensed to operate within the corporate limits of the City; and

vi. provide semi-annual reports, due on March 31 and September 30 of each year, to the City, which reports shall summarize the number of requests for visitor/relocation information, better business inquiries, community/social events, and miscellaneous requests, the types of business complaints received, and the disposition of the complaints. The annual estimated number of inquiries, by category, is indicated by the number in parenthesis.

vii. maintain a Small Business Partnership with VISIT FLORIDA. The State's official tourism marketing corporation that serves as Florida's official source for travel planning to visitors.

viii. provide and maintain a public information website www.ormondchamber.com. In addition, the Chamber owns two website domains www.Visitormondbeach.org and www.visitormond.com. The Chamber website is a resource for information about Ormond Beach visitors, residents and the business community.

b. *The City*: The City shall pay to the Chamber the total sum of thirty-two thousand and 00/100 dollars ($32,000.00), in a single payment, within ten (10) days of the date of execution of this Agreement by both parties.

4. *Board Appointment*. The Mayor shall be appointed as an honorary director of the Chamber's Board of Directors. The City Manager shall serve as the City's liaison to the Board of Directors of the Chamber, in accordance with the Charter and By-Laws of the Chamber. Both Mayor and City Manager or his designee shall have all rights to participation except for the right to vote.

5. *Termination of Agreement*. Either party may terminate this Agreement, without cause, upon giving the other party at least sixty (60) days' prior written notice of the intention to terminate this Agreement.

6. *Relationship of Parties*. Neither the City, including any of its elected or appointed officers, employees, agents or other representatives, nor the Chamber, including any of its directors, officers, employees, agents or other representatives, are the employee, agent, or other representative of the other party, and all activities performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing such act.

7. *Liability and Indemnification*. The Chamber shall fully defend, indemnify, save, and hold the City, including its elected and appointed officers, employees, agents, and other representatives, harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever, including attorney's fees through and including all appeals, arising from any injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of the Chamber, including its directors, officers, employees, agents and other representatives.

8. *Miscellaneous*. The Chamber shall:

a. obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge The Chamber's duties under this Agreement;

b. be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein; and

c. comply with all applicable federal, state, and local laws, rules, and regulations.

9. *Assignment*. Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission of the City and the Board of Directors of the Chamber.

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

11. *Complete Agreement*. This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

12. *Amendments*. This Agreement may not be amended unless such amendments are reduced to writing and approved by the City Commission and by the Board of Directors of the Chamber, and signed by both parties.

13. *Compliance With Florida Public Records Law*. Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

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) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

Witnesses:

CITY OF ORMOND BEACH, a Florida municipal corporation

Signature: _____
Print:: _____

By: _____
BILL PARTINGTON
Mayor

Signature: _____
Print: _____

Attest: _____
JOYCE A. SHANAHAN
City Manager

Witnesses:

ORMOND BEACH CHAMBER OF COMMERCE, INC., a Florida corporation

Signature: _____
Print: _____

By: _____
DEBBIE COTTON
President and Chief Executive Officer

Signature: _____
Print: _____

Attest: _____
CARYN BAKER
Chairman

MEMORANDUM

August 13, 2021

- **TO:** Joyce Shanahan cc: file
  (City Manager – City of Ormond Beach)

- **FROM:** Debbie Cotton
  President/CEO – Ormond Beach Chamber of Commerce

- **SUBJECT:** Service Contract Report

Mission Statement

- To serve the community by advocating for businesses, developing leaders and promoting economic growth.

General Points About the Chamber

The Ormond Beach Chamber works to improve the business environment in Ormond Beach by advocating policies that encourage business success while respecting the interests of residents and the natural environment. The Chamber helps small businesses succeed and grow through participation in our networking opportunities, publications, high-traffic website, distribution of brochures at the Visitor Information Center, and more. Chamber members share their business knowledge and experience on a variety of committees which provide further benefit to the community.

- The Ormond Beach Chamber of Commerce assures businesses joining the chamber they are investing in a 501(C)6 not-for-profit corporation whose revenues are utilized for business and public good and not personal gain. In addition, standard procedures/policies and best practices are in place. The Chamber shall observe all local, state and federal laws which apply to Nonprofit organizations defined in Section 501(c)(6) of the Internal Revenue Code.

- The Ormond Beach Chamber is governed by a volunteer Board of Directors. It is nonpartisan and nonsectarian, and takes no part in nor lends its influence, either directly or indirectly, to the nomination, election, or appointment of any candidate for office in the City, County, State, or Nation. Chamber funds are limited to Chamber projects, which advance the commercial, residential, industrial, civic, and general interests of the City of Ormond Beach as provided for in the Articles of Incorporation and By Laws. No funds are otherwise distributed.

- Ormond Beach Chamber of Commerce received a Certified Plus Designation in 2019 by the Florida Association of Chamber Professionals. The certification is awarded to top chambers in the state of Florida for their outstanding achievement and dedication to the industry. The Certified Plus Designation is given to chambers that score an 86 or above during the judging process and recognize chambers that have met high standards such as excellence in organization management, service intent and capacity, professional administration, financial management and marketing/public relations. Certified Plus Chambers also strengthened free enterprise by protecting the business environment.

Ormond Beach Chamber of Commerce Service Contract Responsibilities

The Ormond Beach Chamber of Commerce and the City of Ormond Beach has entered into an agreement to provide the following services:

- Prepare and update (or obtain from other sources) the City of Ormond Beach's Business Annual Visitor Guide & Chamber Membership Directory Publication, bi-annual Area Map, Economic Development Materials such as the Bi-Annual "Doing Business in Ormond Beach" publication, real estate and other business brochures, and school information.

- Distribute/display/convey above materials at the Chamber's public Visitor's Welcome Center, via telephone, mail, e-mail, and internet, personal requests by the general public.

- Maintain a Small Business Partnership with VISIT FLORIDA. The State's official tourism marketing corporation that serves as Florida's official source for travel planning to visitors.

- Provide and maintain a public information website www.ormondchamber.com. In addition, the Chamber owns two main website domains. www.Visitormondbeach.org and www.visitormond.com. The chamber website is a resource for information about Ormond Beach visitors, residents and the business community.

- Answer/assist the general public's walk-in, telephone, e-mail, internet and mail inquiries about Ormond Beach and the surrounding area.

- Maintain open business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday. Summer hours (Memorial Day to Labor Day) are 10:00 a.m. to 3:00 p.m. Exclusive of legal holidays, special chamber events and meetings.

- Provide, in cooperation with the Central Florida Better Business Bureau, as a referral service for consumer complaints against businesses licensed to operate within the corporate limits of the City.

- Provide reporting to the City, summarizing the number of requests for visitor/relocation information, better business inquiries, community/social events, and miscellaneous requests.

Benefit to City of Ormond Beach Residents/Businesses

The Ormond Beach Chamber of Commerce serves the residents, as well as the businesses, of our city by engaging in a variety of economic development programs designed to:

- Increase wealth and prosperity for residents

- Ensure job opportunities for residents

- Expand the tax base of the City of Ormond Beach to provide greater services and reduce the financial burden on residents

- Improve the quality of life of residents by increasing the standard of living

- Ensure a bright economic future for the city

- Be a total business and community resource

- Located on one of the busiest roads in Volusia County, our location provides countless opportunities for visitors and new residents. The Ormond Beach Chamber of Commerce serves as the official visitor center for North East Volusia county and work with the Daytona CVB, increasing our reach and effectiveness in representing the City of Ormond Beach as a vacation and business destination. The Chamber also partners with VISIT Florida, the State of Florida's official tourism marketing corporation. The Chamber's partnership provides access to VISIT Florida's extensive tourism marketing resources.

- The Ormond Beach Chamber operates as a distribution center for a host of publications including a Visitor's Map, Membership Directory (which includes Ormond Beach history, demographics, calendars, school information, economic development information and local manufacturers), Doing Business in Ormond Beach publication, club & organization lists, street maps, City of Ormond Beach publications and several additional brochures and information highlighting and promoting Chamber members. Information and brochures are provided at no charge to our visitors and members.

- The Chamber works with the Cities GIS Department to produce the Ormond Beach Map every 18- 24 months.

- The Chamber accepts requests for information through the mail, walk-in traffic, telephone, e-mail, through the Chamber website www.ormondchamber.com and by fax. The chamber has a page on the website for individuals to request information 24/7 http://business.ormondchamber.com/info/ .

- The Chamber updates and shares information on our Facebook page daily with up-to-date alerts that are relevant to our residents, visitors and businesses. To date we have 5,571 followers, that is up 16.5% over same time last year. https://www.facebook.com/ormondchamber/ . Other Social media channels include:

  - **Instagram:** https://www.instagram.com/ormondbeachchamber/ (started in January 2020) 1319 followers which is a 98% increase over same time last year.
  - **LinkedIn**: https://www.linkedin.com/company/ormond-beach-chamber-of-commerce/?viewAsMember=true
  - **YouTube:** https://www.youtube.com/channel/UCgWHdFDL8QvEAyCSvXnj6NA
  - **Ormond Beach take out, delivery and curbside Pickup Facebook** group – created on March 19th of 2020 to promote our restaurants. Group to date as 393 members.
  - **StartupGrind Ormond Beach:** https://www.facebook.com/StartupGrindOrmondBeach

- The Ormond Beach Chamber of Commerce represents more than 600 business members and indirectly benefits the 3,000+ licensed businesses (City BTR) and 19,414 labor force reported by the Florida Department of Economic Opportunity in 2020. We strive to serve over 42,500 residents of Ormond Beach according to the US Census, through the above programs and promotion of "business," as well as through a myriad of Chamber hosted events and programs/initiatives.

- The Chamber receives a weekly list of new business license that contains on average 14 new BTR. Staff reaches out to each to introduce the chamber and our services to the business community. 52 weeks x average 14 new BTR= 728 phone calls per year by chamber staff.

- The Chamber continues to remain a resource to our businesses/residents and is very active in communicating information to the public prior to and after a natural disaster and now a Public health pandemic.

Other Chamber Activities of Benefit to Members, Residents and Businesses:

- Monthly Networking Business After-Hours which showcase a host venue business and provide connectivity for members of the business community. This event is open to all businesses in the community and held on the 2nd Wednesday of each month from 4:30 to 6:30 pm. This timeline allows our business members to attend the event and still be home with their families earlier in the evening.

- The annual "**Leadership Ormond Beach Program"** graduated class XVII (17) on March 17 2021. This class began their journey in March of 2020 and the program was paused after 2 sessions. When it was safe, the program resumed in February 2021. The program is 9 half-day sessions. Leadership Ormond Beach program initiated by the Ormond Beach Chamber of Commerce is designed to increase awareness of our community, city and educational services and, to provide a forum for emerging community leaders.

- Class XVII started with 29 individuals and when the class resumed, we graduated 19 class members, 6 deferred to be in next class and 4 resigned for various reasons such as changes in employment.

- Class XVII project is developing a Youth Leadership Program. Program is ready to launch with Seabreeze High School and Father Lopez High School and will be 6 monthly afternoon sessions. Sessions to include Reaction Course, Health & Wellness, Government & Public Safety, Historical Day, Economic Development and Graduation/Career Expo.

    - As of now (August) the program has been postponed starting in 2022-2023 school year due to the rise in COVID cases, with the advice of our medical community and schools. The committee will start reviewing applications at the end of 2021-2022 school year.

- Four established Networking Groups comprised of Business Owners and representatives, formed for the purpose of generating local Business to Business and Chamber Member to Chamber member leads, referrals and doing business locally. All four groups meet at the chamber office and utilize the Chamber's Audio Visual equipment for presentations.

- Ambassador Committee consist of 18 chamber members who attend and represent the Chamber at various functions including, but not limited to, ribbon cuttings, grand openings, member visitation, city events and special events. Ribbon cuttings are held on Thursday afternoons at 4:00 PM and are listed on the chamber's calendar on our website, promoted on our Facebook page and promoted in the Ormond Beach Observer newspaper each week.
    - Ambassador committee reaches out to the business community on a monthly basis by welcoming new members and visits renewing members

when appropriate.

- In 2020 the Chamber conducted 9 new business Ribbon Cutting Ceremonies.
  - 2021 Ribbon cuttings to date: 10, with more scheduled.

- The Ormond Beach Chamber has partnered with Halifax Health to host bi-monthly **Economic Prosperity Breakfast** forum. The Chamber fully supports the forum which brings community leaders, business owners and government officials together. We continue working with the City's Economic Development Director and Ormond Main Street to present to our members various challenges and/or viewpoints facing the local business community, demographic market shifts, and economic diversification and to recognize our local business leaders. This event is open to all businesses in the community.
  - The 2021 calendar includes 5 events on the 3rd Wednesday, and all will be held at the Anderson Price Memorial Building: February, April, June, October and December of 2021.

- The Chamber's Education Committee continues to focus on our teachers through the **Teacher of the Quarter Awards and Annual Luncheon**, the chamber has coordinated this program for 20+ years.

  - The quarterly program was suspended during the 2020-2021 school year. However, the committee wanted to recognize the Teacher of the Year at each of our schools by giving them each $250 cash gift in December to use on whatever they needed. We arranged it with minimum people going to the schools. A big Thank you to Realty Pro Title and Fields BMW of Daytona for sponsoring the gifts.

  - The Chamber will be resuming the quarterly recognition in the 2021-2022 school year. Ormond Beach schools included in program: Seabreeze high, Beachside (formally Osceola) Elementary, Ormond Beach Elementary, Ormond Beach Middle, Pine Trail Elementary, Pathways Elementary, Hinson Middle and Tomoka Elementary Schools and Pace School for Girls.

  - We will resume the TOQ Annual Luncheon in May of 2022.

- 2021 is the sixth year the Chamber offered the **Rob Ridder Scholarship** to Volusia County High School seniors that are children of Ormond Beach Chamber members. Our Chamber is the only chamber in Volusia County that offers a scholarship program. Scholarships are based on community activity, GPA and financial need. Our chamber continues to raise funds to distribute six (6) $1,000.00 scholarships. The committee conducted interviews with each candidate during the month of April & May and selected 6 recipients. 3 - Seabreeze High School, 2- Spruce Creek High School and 1- Father Lopez. Board members attended the high school's award ceremonies to present the checks.

- The Government Affairs Committee works on behalf of our businesses to advocate for businesses and will take up issues locally or statewide. We have signed support letters with the Florida Chamber to support initiatives that effect our business community. Such as S.B. 72.
  Committee Description: The Ormond Beach Chamber of Commerce Government Affairs committee (known as GA committee) takes a proactive approach in addressing local, state and national issues important to the Chamber and its mission of our membership and business community. This committee works to understand issues of interest to the businesses in the Ormond Beach and Volusia County area and to educate and communicate issues to the chamber members and community leaders.
  Governmental Affairs Mission Statement: Identify and monitor legislative activity by promoting Public Policy in our state, region and city that affect the economy and culture of the Ormond Beach area.

- **StartUp Grind Ormond Beach**: Chamber adopted this chapter in 2020 in partnership with the City of Ormond Beach's Economic Development Department and began hosting events in 2021, February - Virtual, June – In person, September and November are scheduled.
  https://www.startupgrind.com/ormond-beach/ .
  Part of the Chamber's mission is to Develop Leaders and Promote Economic Prosperity, with this program we can support and grow the Entrepreneurial community in Ormond Beach and Volusia County. We are here to educate, inspire and connect innovators, trailblazers and professionals.

- **BOSS program**: Business Owners Sharing Solutions – New program to support our mission we began in March of 2020. BOSS is a bi-annual, educational platform for the business community and promotes professional development. This program features a four-person panel of experts that have expertise in business topics:
  - How to Set Goals/ How to set goals- part 2 (after COVID)- 2020
  - How to be an effective Leader- March 2021
  - How to Network and Build Relationships – September 2021

- **Lunch With The Mayor Program** was suspended in 2020 and part of 2021 due to COVID, we will be resuming this series of meetings with the Mayor of Ormond Beach connecting our Chamber members and potential members to ensure our relevance within our business community. The lunch expense is covered by Business members so there is no cost to the chamber or the invited attendees. The meetings will resume on Sept. Through these casual meetings. Each lunch meeting is 15-20 business and/or community members.

- Chamber President, Debbie Cotton serves as the Chair for the Volusia County Alliance, the Alliance is a non-profit organization, with a focus on public education, existing industry expansion, new business recruitment and job creation for the citizens of Volusia County and all of her cities. The Alliance consist of all 7 chambers in Volusia County. We are partnering together to connect, inspire and grow our business community. Each year the Alliance hosts a Mega Mixer, which combines a business expo and a business after-hours. This annual event offers chamber members from all of our chambers to display and advertise their products and service to a large number of potential customers. Typically, we have over 100 vendors and 500 in attendance.
    - The Mega Mixer was not held in June of 2021 in an over abundance of caution of COVID. We held a series of three Educational Power Hour virtual events.
    - Chamber President also serves on the Florida Association of Chamber Professionals Board of Directors and has earned two designations: FCCP, through the Florida Association of Chamber Professionals (FACP) and IOM designation through U.S. Chamber of Commerce.

- The Chamber maintains an informative, functional website which contains over 1,000 links to local businesses, city services, county information, etc.

    - 2020 Business Member Search hits – 555,811
    - 2021-Year to date - January to July – 201,358

<u>2021 Established Signature Events:</u>

2021

- February 5th Annual Installation/Awards Banquet
- April 1st Women2Women Spring Luncheon, Keynote: Judge Margaret Hudson
- April 23rd Annual Mayors Golf Tournament, Halifax Plantation
- July 14th, 21st, 28th Chamber Alliance Mega Power Hour Summer Series (Multi chamber business expo)
- August 27th Morning, Mix & Mingle (new event)
- September 14th Nine & Dine (New golf event)
- October 1st Movie in your Cars under the Stars, Destination Daytona

- October 12th State of the City Luncheon
- November 12th Women2Women Fall Workshop & Luncheon: Keynote Speaker Vera Jones, A National Author and Motivational Speaker.

2021 Recurring events/programs

- 2nd Wednesday Monthly Business After-Hours (Sparklers)
- Quarterly- Chamber, Coffee, Connect (New Member Orientation)
- Weekly Ribbon Cuttings for New Business
- Bi-Monthly Economic Prosperity Hour events
- Bi- Weekly Net Group meetings for 4 groups

Joint Events 2020-2021

- July 2021 – Mega Power Hour webinars with all 7 chambers in Volusia County (Volusia County Chamber Alliance)
- November each year - Annual Joint Business After Hours with Holly Hill Chamber at Iron Horse

<u>Visitor Center Update:</u>

- The Chamber and Visitor Information Center at 165 W. Granada Boulevard, presents a positive public image of Ormond Beach to tens of thousands of people each year. Our full-time staff welcomes thousands of visitors and hundreds of new residents to Ormond Beach each year. The Chamber distributes publications, handles better business services, and works on a host of community projects.
- Chamber office closed to the public Mid-March- June 1, 2020 (COVID)
- April 2021 – Meetings and networking started meeting in person

Visitor/Inquiry tallies for the period indicated below:

October 2019 to September 2020
Walk-ins: 2,633
Telephone: 4,259
Email/Website: 42,516
Total: 49,459

October 2020 to July 2021 (YTD)
Walk-ins: 1,599
Telephone: 3,060
Email/Website: 35,449
Total: 40,108

2020-2021	Oct	Nov	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	TOTALS
Walk ins	88	104	81	149	183	218	252	192	206	126			1599
Telephone	193	141	147	372	376	398	455	380	329	269			3060
Email	3584	3331	1762	**3552**	3567	3785	4657	3782	3818	3611			35449
Totals	3865	3576	1990	4073	3943	4401	5364	4354	4353	4006			40108

Summary- The total inquiries are still slightly down about 3% over same time period October to July last year (2019-2020). Visitor traffic is still lagging compared to years pre COVID. The Canadian snowbirds were still not able to visit and our numbers reflect that. The Chamber has 3 full-time staff and 1 part-time staff that are working with businesses and visitors daily. Due to COVID the chamber has had an open position for over a year at this time.

2020-2021 highlights

- 2020 - 72 new members/ July YTD 2021- 76 New members
- 2020 - Retention Rate: 81%

- 2021 - The new visitor street map is being updated and delivered in May 2021 and the chamber has 3,000 copies to provide visitors as they come to the office. The map is updated every 18 months.

- 2021- the Annual Visitors Guide & Membership Directory was completed and received in May 2021. This publication features all the chamber members, city information for relocation and tourist information. This is distributed to all chamber members, HOA's, city staff and anyone looking for information on our business community. The chamber prints 1,500 copies. A digital flipbook is available on the front page of the website to allow our guests to use our business members.

- 2020-2021 Media partnerships include the following media outlets: Daytona Beach News Journal, Money Pages, Ormond Beach Observer to showcase current or upcoming Chamber activities and new members.

- The Chamber's electronic newsletter, "The Chamber Insider" is sent out weekly on Fridays with a distribution to over 2,450 businesses, with an open rate of 20%. The

newsletter features chamber events, community events and member highlights. The Chamber continues to enhance our visibility with information provided through our Website, consistency with Social Media presence.

- Social Media is where we find most people follow us with news and event updates; To date we have 5,573 followers. The # campaign is very popular, and we get a lot of interaction through this campaign.

    - #MembershipMonday- features a member to member photo
    - #ToursimTuesday, #TakeoutTuesday - features our restaurants and businesses or community events in our area.
    - #TestimonialTuesday- member testimonial videos
    - #NetworkingWednesday- features a business quote or a networking photo
    - #ThrowbackThursday- features a chamber or city photo from years past
    - #FridayFavorite- features something that is a favorite item the day

- The Chamber continues the "Partnership" Program. The Chamber and Business Members entered into an annual agreement for overall sponsorship/advertising/consistent exposure throughout the year. In 2020 we added Chiumento Law, Kitchen Trendz and Colonial Life. 2021 YTD (July) Smart Title and Lifestyle Realty Group. Our total partners to 20 Partnerships.

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

The above report is a synopsis of all the services, programs, functions, events the Chamber has performed.

If any additional information is required, please do not hesitate to contact me directly.

Respectfully submitted,

Debbie Cotton

Debbie Cotton, FCCP, IOM
President/CEO
Ormond Beach Chamber of Commerce

Ormond Beach Chamber of Commerce
Contract Renewal Overview for 2021-2022
August 13, 2021

Purpose: Partnership with the City of Ormond Beach utilizing public funds to provide a wide variety of programs, events, services and publications which are vital to enhancing the quality of life for all residents; promoting economic development; stimulating the local business climate; welcoming tourists and new residents to the area; and presenting a positive image of Ormond Beach.

The Ormond Beach Chamber of Commerce represents the City of Ormond Beach, serving as the official gateway for visitor and relocation information and as a resource center for and valued by, the entire community. It additionally serves as the City's contact for Better Business Bureau complaints and information.

These services are provided for the public good and to promote commerce in the City of Ormond Beach. The future of the Ormond Beach business community is enhanced by the variety of services provided by the Chamber of Commerce.

Contract: The Chamber services contract mandates performance clauses which ensure excellence and efficiency in the performance of the above functions. The City has set control standards over the usage of public funds to comply with legal requirements. The Ormond Beach Chamber of Commerce is responsible for paying all costs associated with the execution of this agreement.

Term: One year, October 1, 2021 through September 30, 2022.

Responsibilities:

1. Prepare and update (or obtain from other sources) City of Ormond Beach's business, resident, visitor and relocation information, including attraction guidebooks, area maps, economic development materials, real estate brochures, tourism publications, school's information and other relevant materials for the public good. Distribute these materials at our welcome center (via mail, email, website and personal walk in requests).

   Examples: Bi-Annual Doing Business in Ormond Beach Publication, Ormond Beach bi-annual Visitor Map, Annual Visitor Guide & Membership Directory.

2. Provide and maintain a public information website www.ormondchamber.com. In addition, the Chamber owns two main website domains. www.Visitormondbeach.org and www.visitormond.com. The chamber website is a resource for information about Ormond Beach visitors, residents and the business community.

3. Maintain a Small Business Partnership with VISIT FLORIDA. The State's official tourism marketing corporation that serves as Florida's official source for travel planning to visitors.

4. Answer public walk-in, telephone, internet and mail inquiries about the Ormond Beach area regarding tourism, relocation, quality of life, and economic development. Our inquiry figures for the period of

    a. October 2018 to September 2019 – 52,938
    b. October 2019 to September 2020 – 49,459

    Traffic is significantly lower by 6.5% during the COVID shutdowns compared to Pre-COVID timeframe.

    a. October 2020- July 2021 total inquiries are 40,108

5. Maintain business hours Monday through Friday, 9:00 am to 5:00 pm, excluding major holidays and conflicting events that require the office to be closed. The summer hours are considered Memorial Day to Labor Day and are Monday - Thursday, 9:00 am to 5:00 pm and Friday 10:00 am to 3:00 pm.

6. Act as central point of referral service for consumer complaints against businesses licensed to operate within the corporate limits of the City of Ormond Beach.

7. Fund and host a variety of special events, networking opportunities and informational programs that serve to stimulate the local business climate and enhance the quality of life for Ormond Beach's 42,000+ residents and about 3,000+ active businesses.

Board: The Ormond Beach Chamber of Commerce Board of Directors and its Executive Committee is representative of the membership. The 2021 Board consists of 19 voting members representing various industries, non-voting ex-officio directors/legal counsel, as well as the Mayor, City Manager and Executive Director of Ormond Mainstreet who are appointed as non-voting ex-officio directors.

Reporting: Reporting Period: October 2020 to July 2021.

Usage of Funds: The efforts of the Ormond Beach Chamber of Commerce to provide the stated services, programs, and publications require significant funding which is largely comprised of member dues, paid advertising programs and sponsorship solicitations. The funds received from the City of Ormond Beach contract help to offset a portion of these operating costs needed to serve business members, visitors and residents.

Ormond Beach Chamber of Commerce
Contract Renewal Overview for 2021-2022
August 13, 2021

The Chamber's operating budget for 2020 was $385,504 budgeting for a net income of $58,738. This was due to an open full-time position that was budgeted and deliberately not filled in order to conserve cash during COVID.

The Chamber's 2021 budget was very conservative at $384,250 with the unknown of Post COVID. Year to Date as of July 30, 2021, we are 27% over projected budget. The projected 2021 Budget includes city funding request of $32,000.
The Chamber was able to receive $48,000 in PPP funds, which have been forgiven. The chamber is a 501©6 and was only able to receive one draw of PPP Funds.

The chamber website has been a crucial resource to our businesses, residents, and visitors for information. Google Analytics Overview:
October 2020 – July 2021
Users: 23,491 New Users: 23,288 sessions: 28,958 Page Views: 60,544
Breakdown of users by device: Desktop users: 48.4%, Mobile users: 48.4% , Tablet: 3.1%

Informational

- Website: www.ormondchamber.com
- Visitor Guide & Membership Directory – completed in May 2021
- Doing Business in Ormond Publication – update in Q4 2021
- Electronic Newsletter- distribution over 2,450
- Lobby Business Literature Kiosks
- Ormond Beach Area Map – completed in May 2021
- Ormond Beach Chamber Facebook Page
- Ormond Beach Take out, Delivery & Curbside pickup Facebook Group
- Ormond Beach Chamber You Tube Channel
- Ormond Beach Chamber Linked-in
- Ormond Beach Chamber Instagram
- Volusia County Chamber Alliance website www.volusiachamberalliance.com

Signature Annual Events

- February Board Installation Banquet
- March and November – Women2Women Luncheon
- April - Mayors Golf Tournament
- September - Nine & Dine Golf outing (New event)
- September - King of the Grill (canceled 2021)
- October – Movie Your Cars Under the Stars
- October - State of the City Luncheon
- October - Morning Mix and Mingle (New event)

Ormond Beach Chamber of Commerce
Contract Renewal Overview for 2021-2022
August 13, 2021

Business Education & Programing

- Leadership Ormond - 2020 Class XVII completed and graduated in March of 2021. Next class (XVIII) is March of 2022
- **NEW**- Youth Leadership Program- will begin school year beginning August 2022.
- Rob Ridder Scholarship fund
    - Funded six (6) - $1,000 scholarships in 2021 to high school seniors
    - 3- Seabreeze High School
    - 2- Spruce Creek Hight School
    - 1-Father Lopez High School

- StartUp Grind Ormond Beach - Chamber adopted this chapter in 2020 in partnership with the City of Ormond Beach's Economic Development Department and began hosting events in 2021. The mission of the program is to Educate-Inspire-Connect the Entrepreneurs in Ormond Beach and Volusia County. We will feature 4 Entrepreneurs each event. The Chapter will host 4 events per year.
- Host weekly on-site consultations with SCORE mentors and prospective Entrepreneurs – Suspended during COVID
- Economic Prosperity Hour - 5 events a year
- BOSS Program (Business Owners Sharing Solutions) this program is a bi-annual educational platform for the business community and promotes professional Development.
- Bi-monthly Lunch with the Mayor program- Resuming in September 2021
- Ribbon cuttings: the Chamber hosts and conducts weekly Ribbon Cutting ceremonies to businesses that are new, relocated, expanded or remodeled
- Monthly Business After-hours- 2nd Wednesday of the month
- Quarterly Chamber. Coffee. Connect program designed to inform new business members and new representatives for existing businesses about the resources available to assist them in their business.
- Quarterly Teacher recognition
    - Recognizing one teacher at 9 schools every quarter – Resuming 2021-2022 school year
- Annual Teacher of the Quarter celebration luncheon
    - 36 teachers and principals attend as well as elected city and school board officials- resume in May of 2022

Ormond Beach Chamber Affiliations

- U.S. Chamber of Commerce
- Florida Chamber of Commerce
- Florida Association of Chamber Professionals (FACP)
- Association of Chamber of Commerce Executives (ACCE)
- Volusia County Chamber Alliance

Ormond Beach Chamber of Commerce
Contract Renewal Overview for 2021-2022
August 13, 2021

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

We respectfully request consideration for an Annual Contract Amount requested by Ormond Beach Chamber of Commerce for 2021-2022: **$ 32,000.00**

This requested amount is the same amount as last year to apply this money to support the Visitor Center, Start- Up Grind program and the "Doing Business in Ormond" Publication.

Ormond Beach Chamber of Commerce
Contract Renewal Overview for 2021-2022
August 13, 2021

The Ormond Beach Chamber of Commerce respectfully submits this request for renewal of contract services, to the City of Ormond Beach, for consideration during its budget preparation process. The requested amount represents approximately 8% of our operating budget.

Thank you for your consideration in allowing us to continue to provide high quality services to the business community and to those who visit our City and relocate here.

Respectfully submitted:

Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Billie Jo Kaler, 2021 Board of Directors Chairwoman
Ormond Beach Chamber of Commerce

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: Jesse Godfrey, Police Chief

Date: September 22, 2021

Subject: Halifax Humane Society Contract

Commission Goal: N/A

Introduction

This is a request for the execution of a contract between the City of Ormond Beach and Halifax Humane Society, Inc., for providing animal welfare services.

Background

To meet the mandates of City ordinances and Florida Statutes with respect to stray animals, animal bites, and animal investigations, the City is required to provide secured facilities to be utilized for the holding and quarantine of these animals. Because the City does not have the facilities or services to meet this requirement, it has contracted with Halifax Humane Society, Inc., since 2014, to provide for the impoundment and care of stray, wild, and domestic animals captured or impounded within the City. The existing contract expires on September 30, 2021.

Discussion

The City is proposing a contract between the City and Halifax Humane Society, Inc., for fiscal year 2021-2022. The fees in the 2021 contract will be maintained at the 2020 rate. This proposed contract provides for the housing of stray animals for a per-animal fee of $46.00 for the first day, and $21.00 per each day thereafter. There is a $160.00 per animal fee for any animal placed under quarantine. Wild animals are accepted for a fee of $35.00. Animals that are deceased on arrival are disposed of for $15.00. The contract stipulates that payment must be received within forty-five (45) days of the invoice.

Budget Impact

The proposed FY 2021-2022 budget contains an appropriation of $38,000 for contracting animal services, with no anticipated increase. The budgeted amount also includes funding for the Humane Society's "Return to Field" program (formerly referred

to as TNR) for designated areas within the City.

Citizen Impact

The City remains proactive in its stray animal return procedures implemented by the City Commission since the early 1990's. Due to active engagement of Community Service Officers, more animals are being returned to their rightful owner which makes both people and pets happy.

Recommendation

As there are currently no other alternatives to contracting with the Halifax Humane Society, as it is the sole public facility within northeastern Volusia County, staff recommends approval and execution of the contract with the Halifax Humane Society.

Attachments:

- 21-149 Humane Society Agr (P21-0131G) (PDF)
- Halifax Humane Society FY 2021-2022 Agreement (PDF)

REVIEWED BY: Kelly McGuire, Finance Director 9/1/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY: Joyce A. Shannan, City Manager 9/15/2021

RESOLUTION NO. 2021-149

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement for Services between the City and Halifax Humane Society, Inc. for providing animal welfare services, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Ormond Beach

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Ormond Beach**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Ormond Beach and the laws of the State of Florida with respect to stray animals, the City of Ormond Beach desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM**: This Agreement will take effect on the 1st day of October 2021, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2022 and October 1, 2022. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire. Upon written agreement of the parties, this contract may be renewed for up to five (5) twelve (12) month periods, subject to review and approval of the City Manager and budget appropriation.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**

   (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Ormond Beach, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

   (b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the City of Ormond Beach's law enforcement personnel, Animal Control Officers, or other designated officers

appointed by the City of Ormond Beach for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

(c) When the City of Ormond Beach delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Ormond Beach's expense for a period of three (3) calendar days (unless the City determines the cat shall be referred to the Return to Field (RTF) program as described below). If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

(d) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will communicate with the City of Ormond Beach to determine the eligibility of the animal for the RTF Program. After consultation, the City of Ormond Beach will decide whether the cat will be referred for impoundment or RTF and notify the Humane Society. The City of Ormond Beach will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter and Return Program (TNR). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other City of Ormond Beach employee designated by the Police Department. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the City of Ormond Beach. Fees for this service are listed in 3.b. under RTF/TNR Cats. The City of Ormond Beach will only be responsible for services or procedures that are

requested and expressly included in this agreement. The City of Ormond Beach will not pay for any other service or procedure. The RTF/TNR Program requires the following:

i. The Humane Society and the City of Ormond Beach shall mutually agree on the day(s) of the week that the City of Ormond Beach will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The City of Ormond Beach shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.

ii. Surgeries may be completed at either:
Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124
Or
HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.

iv. If the City of Ormond Beach presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of $45.

v. Upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The Humane Society recognizes that the City of Ormond Beach does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized. The cost for euthanasia is $45.

vi. All cats being returned to the City of Ormond Beach staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the City of Ormond Beach staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the City of Ormond Beach will return the cat to the Humane Society for the procedure without any additional charge to the City of Ormond Beach.

vii. No procedures other than those listed in this document will be paid for by the City of Ormond Beach. The City of Ormond Beach will only reimburse for procedures that have been documented and provided to the City of Ormond Beach. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:

- Invoice number
- Visit Date
- Billing Date
- Animal Name and/or Number
- Colony Caregiver name (to be provided at intake by City)
- Colony Caregiver Address (to be provided at intake by City)
- Services provided
- Cost for each service provided
- Total cost

viii. The Humane Society will combine and send all invoices to the City of Ormond Beach monthly.

ix. ACO's will notify the Humane Society staff at the LPGA location whether a feline brought there is part of the TNR program, if it is for RTF, is wild, stray, confiscated, or seized.

x. The Humane Society will only release RTF cats to the City of Ormond Beach's Animal Control Officer unless the City has provided permission for a 3rd party release in writing.

3. **BILLING & PAYMENT**:

(a) The Humane Society shall bill the City of Ormond Beach pursuant to Paragraph 3(b), as applicable, for:

(i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Ormond Beach's Police or Animal Control Officers;

(ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Ormond Beach and delivered to the Shelter by a private citizen; and

(iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Ormond Beach.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Ormond Beach agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (if the cat is not eligible for RTFTNR program) 1st day of impoundment	$46.00
2nd day of impoundment	$21.00
3rd day of impoundment	$21.00
Other domesticated animal	$35.00
Livestock animal	$80.00
Wild animal (Euthanasia)	$35.00
Deceased on arrival (Disposal)	$15.00
Quarantined animal (*e.g.*, Rabies)	$160.00 (or $16.00pd) (10 day maximum stay)
Confiscated animal	$46.00 for the 1st day of impoundment plus $21.00 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery Complimentary ear tipping, FVRCP, Rabies Vaccines	$45
Anesthesia Fee No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	$45
Euthanasia Veterinarian determined that patient cannot undergo surgery due to illness/disease	$45
Fees for Additional Services	Staff Support: $10.00 per hr.
Forensic calls and staff assistance	Veterinarian Support: $75.00 per hr.

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City

of Ormond Beach within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Ormond Beach has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City of Ormond Beach, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Ormond Beach's account for animals that were not impounded by a City of Ormond Beach Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

(e) The Humane Society will use good faith efforts to try to collect from the animal's owner all costs for which the City of Ormond Beach is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the City of Ormond Beach shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE**: The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Ormond Beach shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS**: The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Ormond Beach shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Ormond Beach at the default "stray" rates provided in Section 3(b) of this Agreement. The City of Ormond Beach agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City of Ormond Beach's decision to submit the animal as a stray, except that the cap on the amount and liability of the City of Ormond Beach for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Ormond Beach for Humane Society services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Ormond Beach's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Ormond Beach's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Ormond Beach shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Ormond Beach may request that euthanasia be performed by the Humane Society when it is the City of Ormond Beach's belief that the dog poses a threat to public safety. The City of Ormond Beach agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City of Ormond Beach's decision to submit the animal under the Dangerous Dog Law, except that the cap on the amount and liability of the City of Ormond Beach for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Ormond Beach for Humane Society services in the contract year in which the claim arises.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Ormond Beach. The City of Ormond Beach shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The City of Ormond Beach agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City of Ormond Beach's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the City of Ormond Beach for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Ormond Beach for Humane Society services in the contract year in which the claim arises.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Ormond Beach as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Ormond Beach.

As the impounding agency, if the City of Ormond Beach chooses not to have the Humane

Society hold the animal for the entire reclamation period referenced above, the City of Ormond Beach may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Ormond Beach agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City of Ormond Beach's decision to submit the animal as a "stray", except that the cap on the amount and liability of the City of Ormond Beach for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Ormond Beach for Humane Society services in the contract year in which the claim arises. The City of Ormond Beach shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH**: In the event that the City of Ormond Beach fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Ormond Beach. If the Humane Society exercises this option, it will provide the City of Ormond Beach with thirty (30) days written notice of its decision to terminate the Agreement. The City of Ormond Beach will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Ormond Beach.

10. **WAIVER OF BREACH**: The waiver by the Humane Society or the City of Ormond Beach of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Ormond Beach expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of Ormond Beach beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City of Ormond Beach for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Ormond Beach, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the City of Ormond Beach is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 676-3297, 22 South Beach Street, Ormond Beach, Florida 32174.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the City of Ormond Beach, including the Humane Society, is required to comply with the following with respect to the applicable public records:

a) Keep and maintain public records required by the City of Ormond Beach to perform the services and work provided pursuant to this Agreement.

b) Upon request from the City of Ormond Beach's custodian of public records, provide the City of Ormond Beach 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 of Ormond Beach.

d) Upon completion of the contract, transfer, at no cost, to the City of Ormond Beach all public records in the possession of the contractor or keep and maintain public records required by the City of Ormond Beach to perform the service. If the contractor transfers all public records to the City of Ormond Beach 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 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 of Ormond Beach, upon request from the City of Ormond Beach's custodian of public records, in a format that is compatible with the information technology systems of the City of Ormond Beach.

e) Requests to inspect or copy public records relating to the City of Ormond Beach's contract for services must be made directly to the City of Ormond Beach. If contractor receives any such request, contractor shall instruct the requestor to contact the City of Ormond Beach. If the City of Ormond Beach does not possess the records requested, the City of Ormond Beach shall immediately notify the contractor of such request, and the contractor must provide the records to the City of Ormond Beach or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the City of Ormond Beach within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City of Ormond Beach. Humane Society shall indemnify, defend, and hold the City of Ormond Beach harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes City of Ormond Beach to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the City of Ormond Beach and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the City of Ormond Beach have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Ormond Beach, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: _____
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 8/18/21

ATTEST:

By: _____
Name: Destiny Houghton
Title: Chief Operating Officer
Date: 8/18/21

CITY OF ORMOND BEACH

By: _____
Name: Bill Partington
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Joyce Shanahan
Title: City Manager
Date: _____

Halifax Humane Society

August 20, 2021

Protecting Animals in the Greater Daytona Beach Area Since 1937

BOARD OF DIRECTORS

Melvin D. Stack, ESQ
President
Michael R. Leonard
Vice President
Ted Serbousek
Treasurer
Vonda Sullivan
Secretary

MEMBERS AT LARGE

Matt Banker
Margaret Ferguson
Nancy Lohman
JJ Roberts, DO
Janice Scott

CHIEF EXECUTIVE OFFICER

Miguel Abi-hassan

Dear Elected Officials & Staff

Attached you will find the 2021-2022 Animal Sheltering Services contract with Halifax Humane Society. This year we are again proud to announce that there will not be an increase in our baseline fees.

Last year, Halifax Humane Society kicked off our "Return to Field" (RTF) program wherein local Animal Control Officers are encouraged to bring in community cats (or "feral cats") directly for sterilization and rerelease. Municipalities engaging RTF programs have seen reductions in free roaming cat populations as high as 80%, fewer calls for service and large decreases in sheltering fees. For more on RTF/TNR please visit:
https://humanepro.org/page/community-cats-scientific-studies-and-data

This year the annual contract incorporates the addendum for sterilization services as an alternative to stray cat admissions. As written, the choice of service is at the discretion of each municipality. Fees for sterilization remain at less than half of a 3-day admission for stray/reclaim cats and are highly encouraged as a more sensible and progressive option whenever possible.

Through RTF and many other proactive programs Halifax Humane Society has been able to celebrate "No-Kill" status for over two years now. We thank our progressive communities for championing for this advancement in order to improve our societal standard for animal care.

We look forward to providing the highest standard of animal care in the coming fiscal year. If you have any questions about RTF or any portion of this contract please reach out to me directly.

Enclosed, you will find two copies of the contract for signature; please return one signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA
Chief Executive Officer

2364 LPGA Blvd • Daytona Beach, FL 32124 • Phone: (386) 274-4703 • Fax: (386) 267-0651
e-mail: info@HalifaxHumaneSociety.org • HalifaxHumaneSociety.org

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: Shawn Finley, Public Works Director

Date: September 22, 2021

Subject: Wilmette Avenue Stormwater Pump Station Fiber Optic Improvements

Commission Goal: Public Safety - Other

Introduction

This is a request to approve a work authorization with Danella Construction Corp. of FL, Inc., for professional services for the Wilmette Avenue Stormwater Pump Station Fiber Optic Improvements Project.

Background

Central to City operations is the transfer of data between City facilities and the operation of City assets at remote locations. The communications infrastructure of the City is built upon the points of data collection and facility controls, terminals that allow for the monitoring of this data and the communication of City business, as well as the means of connecting these points allowing for the transfer of information internally and to external locations. The creation of a fiber optic network between City facilities provides increased reliability, increased data rates up to 10 gigabytes per second (gbps), and immunity from both weather and power related events. Previous phases have established connectivity, providing a Gigabit Ethernet (1 GigE) communication capability to additional City facilities. This strategic investment increases security, data transfer speed, and reliability to those connected facilities while reducing business recovery and disaster recovery risks.

A Request for Proposals (RFP) was developed and continuing service contracts were awarded in February 2020 to include a wide menu of services that may be needed in the foreseeable future; thereby providing for efficient procurement of these as-needed Fiber Optic Contracting Services. The Wilmette Avenue Stormwater Pump Station Fiber Optic Improvements Project is included in the City's five-year Capital Improvements Program (CIP).

Discussion

A continuing services contract for fiber optic improvements was awarded to Danella Construction Corp. of FL, Inc. at the February 18, 2020, City Commission meeting. Wilmette Avenue Stormwater Pump Station Fiber Optic connectivity has been identified as the highest priority fiber optic connectivity project yet to be implemented, due to the strategic nature of this facility as a stormwater pump station with regards to flood control of the Laurel Creek drainage basin.

Budget Impact

The initial cost for these services is $37,788.87 for connection of the Wilmette Avenue Stormwater Pump Station to the City's fiber optic network. Funds are available from Fund 107-Stormwater Fund.

Citizen Impact

This extension of fiber optic facilities will prepare this facility and the City to serve the citizens of Ormond Beach in the event that the Wilmette Avenue Stormwater Pump Station is activated for flood control for the Laurel Creek drainage basin.

Recommendation

Staff recommends award of the Work Authorization for professional services for the Wilmette Avenue Stormwater Pump Station Fiber Optic Improvements Project to Danella Construction Corp. of FL, Inc., for the not-to-exceed amount of $37,788.87.

Attachments:

- 21-150 Wilmette Ave Fiber Optic-Danella (P21-0121G) (PDF)
- Work Authorization (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 9/13/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY: Joyce A. Shanahan, City Manager 9/15/2021

RESOLUTION NO. 2021-150

A RESOLUTION ACCEPTING A PROPOSAL FROM DANELLA CONSTRUCTION CORP. OF FLORIDA, INC. FOR FIBER OPTIC SERVICES REGARDING THE WILMETTE AVENUE STORMWATER PUMP STATION FIBER OPTIC IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and Danella Construction Corp. of Florida, Inc., the appropriate City staff members have negotiated with Danella Construction Corp. of Florida, Inc. to provide fiber optic services for the Wilmette Avenue stormwater pump station fiber optic improvements project ("the Project"), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed $37,788.87, and

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

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

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

SECTION ONE. The proposal submitted by Danella Construction Corp. of Florida, Inc. to perform the Project at a total cost not to exceed $37,788.87 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Danella Construction Corp. of Florida, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Stormwater Fund (107).

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Fiber Optic Improvements Continuing Service Contract dated February 18, 2020 between the City of Ormond Beach, Florida, and Danella Construction Corporation of Florida, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Wilmette Pump Station Fiber Optic Improvements

Project Description: To provide all labor and materials necessary to construct a fiber optic connection to the Wilmette Stormwater Pump Station, as detailed in the attached proposal.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Install Fiber Infrastructure	Actual Cost	$37,788.87
Total Fee Authorized:	**Not to Exceed**	**$37,788.87**

Funding Source: Stormwater Fund (107)

Estimated Time for Completion: 3 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
DANELLA CONSTRUCTION
CORPORATION OF FLORIDA, INC.

By: _____
Caitlin Loughran
Project 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) 676-3331
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.

Proposal

From: Danella Construction Corp of Florida
581 Washburn Rd
Melbourne, FL 32934
Contact: Caitlin Caldwell
Email: ccaldwell@danella.com

Project: CITY OF ORMOND BEACH - HARDENED DATA CENTER CONNECTION

Description: Conduit System and Fiber to connecto to Wilmette Storm Pump Station

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
200-5-13-24 Conduit, 2" PVC @ 24", Hand Trench (F&I)	50.000	Ft	$5.25	$262.50
200-6-12-db Directional Bore, 2" HPDE (F&I)	1,350.000	Ft	$14.00	$18,900.00
200-7-TW #12 AWG Detectable Solid Tracer Wire (F&I)	2,000.000	Ft	$0.35	$700.00
200-7-JL Jet Line (F&I)	2,000.000	Ft	$0.25	$500.00
202-8-232 Handhole, Composite 24"x36"x24" w/lid (F&I)	2.000	Ea	$767.64	$1,535.28
201-4-113-24 FO Cable 24F, SM. LT, UG (F&I)	120.000	Ft	$1.30	$156.00
201-4-113-48 FO Cable 48F, SM, LT, UG (F&I)	2,350.000	Ft	$1.53	$3,595.50
201-8-24A FO Splice-Term Cabinet, 24F Wall/Rack (F&I)	1.000	Ea	$1,993.62	$1,993.62
201-8-48A FO Splice-Term Cabinet, 48F Wall/Rack (F&I) - requested a 4U panel for growth	1.000	Ea	$3,820.10	$3,820.10
201-8-SC-48A FO Splice Closure 48F, Aerial/UG (F&I)	1.000	Ea	$391.08	$391.08
201-8-A Fusion Splice Heat Shrink	96.000	Ea	$30.00	$2,880.00
201-8-B OTDR Test Any Wavelength Bare Fiber FOSC	48.000	Ea	$7.00	$336.00
203-130-3 NEMA, Stainless Steel, 24x24x10 (non-contract item)	1.000	Ea	$732.41	$732.41

Proposal

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
203-130-3C Stainless Steel Unistrut with a Concrete Base (non-contract item)	1.000	Ea	$1,986.38	$1,986.38
			TOTAL BID:	**$37,788.87**

Project Comments

Signature: _____

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: Shawn Finley, Public Works Director

Date: September 22, 2021

Subject: Traffic Calming - Speed Table Purchases

Commission Goal: N/A

Introduction

This item is a resolution requesting approval from the City Commission for staff's cumulative purchases through TrafficLogix Corporation in the 2020-2021 Fiscal Year (FY), resulting in purchases that will exceed the authorized procurement thresholds from this single vendor.

Background

In June 2020, the City Commission authorized staff to initiate a traffic calming program that addresses citizen concerns relating to vehicle volumes and speeds in our City neighborhoods, through a process that evaluates requests from citizens for traffic calming measures, and reviews traffic calming devices acceptable to help achieve traffic calming goals within the City of Ormond Beach.

Traffic calming is the combination of mainly physical measures that reduce the negative effect of motorized vehicle use and improve conditions for non-motorized street users. Traffic calming measures have inherent advantages including the reduction of speed, increased safety, reduction of cut-through traffic, and enhancement of the street environment.

City staff has initiated the implementation of this program through the purchase of nine speed tables through TrafficLogix in June 2021, at a cost of $24,322.20. A sole source justification was submitted through DemandStar in May 2021, and staff received no additional proposals. These speed tables are being installed as follows:

- Hernandez Avenue
- Fleming Avenue
- Dix Avenue
- Neptune Avenue

Due to the high response of eligible locations received, staff will be purchasing another set of nine speed tables from TrafficLogix at a cost of $24,195, for which a sole source justification was posted to DemandStar in September 2021. These additional speed tables will be used throughout the City as traffic calming to address the additional requests, and to expand this program. Staff is also preparing to install radar feedback signs to supplement the program. Recent requests that meet criteria for installation include:

- Highland Avenue
- South Perrott Dr./Tomoka Avenue
- South Orchard Street

Discussion

As the individual purchases are below the $25,000 threshold, City Commission approval is not required. However, since the cumulative total of purchases made through TrafficLogix will be $48,517.20, thus exceeding the $25,000 threshold for FY 2020-2021, staff is requesting approval and providing public notice of these procurements as a matter of transparency.

Budget Impact

Funding in the amount of $66,000 was included in the FY 2020-2021 budget of the 308-Transportation Improvement Fund for the Neighborhood Traffic Calming project.

Recommendation

Staff recommends approval of the resolution for the City's purchase of speed tables through TrafficLogix Corporation.

Attachments:

- 21-151 Speed Table purch-TrafficLogix (P21-0126G) (PDF)
- Traffic Logix Invoice 6-14-21 (PDF)
- Traffic Logix Proposal 8-23-21 (PDF)

REVIEWED BY: Kelly A McGuire

Kelly McGuire, Finance Director 9/13/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/16/2021

RESOLUTION NO. 2021-151

A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR THE SOLE SOURCE PURCHASE OF TRAFFIC CALMING SPEED TABLES FROM TRAFFICLOGIX CORP.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 2020 the city initiated a traffic calming program in neighborhoods where speed is an ongoing concern, and

WHEREAS, in June 2021, the city, through a sole source procurement, purchased nine traffic calming tables from TrafficLogix Corp. at a cost of $24,322.20, and

WHEREAS, the city desires to purchase nine additional traffic calming tables at a cost of $24,195.00 from TrafficLogix Corp. so that they are compatible with the previously purchased equipment making this a sole source procurement pursuant to Section 2-300(g) of the *Code of Ordinances*, and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances*, because the cumulative total for the equipment from one vendor is $48,517.20 and exceeds the City Manager's threshold, City Commission approval is required (copies of invoices for the equipment are attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money to purchase the equipment is appropriated in the Transportation Improvement Fund (308) now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the sole source purchase of nine traffic calming tables from TrafficLogix Corp. in the amount of $24,322.20 and the expenditure of funds from the Transportation Improvement Fund.

SECTION TWO. The City Commission hereby authorizes the sole source procurement of nine additional traffic calming tables from TrafficLogix Corp. at a cost of $24,195.00 and to pay the cost thereof from the Transportation Improvement Fund.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

PO# 20210850

Traffic Logix Corporation
3 Harriet Lane
Spring Valley, NY 10977
Phone: 1-866-915-6449 Fax: 1-844-40LOGIX
www.trafficlogix.com
GST No.: 837372499RT0001 QST No.: 1214636715TQ0001

Invoice Number: SIN12029
Invoice Date: 2021-06-14
Page: 1

INVOICE

Bill To: City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
USA

(386) 615-7078

Ship To: City of Ormond Beach
Kevin Gray
501 N Orchard Street
Ormond Beach, FL 32174
USA

Customer ID	P.O. Number	Sales Order No.	Terms	SalesPerson	Contact Name
ORM005	20210850	T-SO-011931	1% 10 days, Net 30	Sean Coupland	

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
LSH03B Left Speed Hump - 0" to 3" BLACK	Each	18	18	66.55	1,197.90
RSH03B Right Speed Hump - 0" to 3" BLACK	Each	18	18	66.55	1,197.90
MSH03B Middle Speed Hump - 0" to 3" BLACK	Each	108	108	66.55	7,187.40
MSH33B Middle Speed Hump - 3" to 3" BLACK	Each	90	90	66.55	5,989.50
LSH33B Left Speed Hump - 3" to 3" BLACK	Each	9	9	66.55	598.95
RSH33B Right Speed Hump - 3" to 3" BLACK	Each	9	9	66.55	598.95
MSH03MUTCDLEFT Middle Speed Hump - 0" - 3" MUTCD Arrow Left WHITE	Each	36	36	66.55	2,395.80
MSH03MUTCDRIGHT Middle Speed Hump - 0"- 3" MUTCD Arrow Right WHITE	Each	36	36	66.55	2,395.80
23599TL 7" Speed Hump Lagbolts - TL	Each	1,950	1,950	0.00	0.00
PU-APGUN 400mL 1:1 dispenser -Applicator Gun	Each	2	2	65.00	130.00
23596 SDS-Plus Shank Rotary-Hammer Drill Bit 9/16"	Each	2	2	65.00	130.00
PU140-LV Advanced Polyurethane Anchor Adhesive-400ml.	Each	195	195	0.00	0.00
Freight		1	1	2,500.00	2,500.00

Tracking No:

Subtotal:	**24,322.20**
Total Sales Tax:	0.00
Total USD:	**24,322.20**

Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-17506-H2R9H4
Created Date 8/23/2021
Expiration Date 9/23/2021
Prepared by Sean Coupland

QUOTATION

Contact: Cole Buck
Phone: (386) 676-3296
Email: Cole.Buck@OrmondBeach.Org

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

Shipping Address:
501 N Orchard Street
Ormond Beach, Florida 32174
USA

Standard Features (Included)

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 7")
- Color and Markings as Indicated MUTCD Arrows

Special Notes

Speed Humps (9) 10.5 X 18 X 3 MUTCD. All hardware included. Has Forklift to unload only. (4) Boxes of bolts and anchors.

Quote Line Items – All Prices shown are in $USD

Product	Product Code	Quantity	Sales Price	Discount	Total Price
Speed Hump - 10.5 Feet x 18 Feet x3" - White Arrow/MUTCD	SH-1051803A	9.00000	$2,662.00	$2,396.00	$21,562.00
SDS-Plus Shank Rotary-Hammer Drill Bit.9/16"Bit, 16 Drilling Depth, 18-3/4" Overall Length.	23596	1.00000	$65.00		$65.00
Rubber 7" Bolts and Anchors (Included with Product Purchase ONLY)	Rubber 7" Bolts and Anchors (Included with Product Purchase ONLY)	1,944.00000	$0.00		$0.00
Rubber White MUTCD Arrows	Rubber - White MUTCD Arrows	1.00000	$0.00		$0.00
Rubber Box Kit of 50 units - 7" Bolts Anchors and Washers	Rubber Box Kit (50) 7" Bolts - Anchors Washers	4.00000	$142.50		$570.00

Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-17506-H2R9H4
Created Date 8/23/2021
Expiration Date 9/23/2021
Prepared by Sean Coupland

Totals

Subtotal	$22,197.00
Freight	$1,998.00
Grand Total	**$24,195.00**

Terms: 1% - 10 Days - Net 30 We also accept: MC - VISA - AMEX

IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

scoupland@trafficlogix.com
Sean Coupland

Please complete to set up new account: https://trafficlogix.com/business-application-form/

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: Kevin Gray, Deputy Public Works Director

Date: September 22, 2021

Subject: CPI Request from Waste Pro of Florida, Inc.

Commission Goal: N/A

Introduction

This is a request from Waste Pro of Florida, Inc. to approve an annual Consumer Price Index (CPI) adjustment of 2.62% for solid waste, yard waste, and recycling collection and disposal services for fiscal year (FY) 2021-2022.

Background

On October 1, 2014, the City of Ormond Beach entered into a five-year contract for the provision of solid waste collection and disposal services with Waste Pro of Florida, Inc. (WP).

On February 5, 2019, the City Commission approved Resolution No. 2019-42, extending the WP agreement for an additional five-year period, amending the contract to address recent changes in the recycling market, and clarifying provisions concerning storm debris collection. Effective April 1, 2019, monthly residential rates increased by $1.21 to cover processing charges incurred by WP due to the declining recyclable commodity markets.

On May 29, 2020, WP submitted its request for a CPI increase of 1.54% for the first year of the renewal period of the agreement, with the increase effective October 1, 2020.

The solid waste agreement allows WP to petition the City Commission for an annual cost of living rate adjustment in each year of the five (5) year renewal period. These adjustments reflect the increase in the Consumer Price Index up to a maximum of 3%, and are granted at the City's sole discretion.

Discussion

On April 29, 2021, WP submitted its request for a CPI increase for the second year of the renewal period of the agreement. If approved, the formula contained in the solid waste agreement would result in an **increase of 2.62%** in the rates paid to WP by the City, effective October 1, 2021.

The City Commission has approved all CPI rate requests submitted by WP during the initial contract period and its first renewal period. This is the second CPI request for the five (5) year renewal contract with WP.

During the previous seven (7) years of the contract, WP has successfully delivered services, been responsive to staff and citizen inquires, and worked proactively in addressing critical issues. The CPI provision in the current contract contemplates incremental increases in an effort to avoid steep increases at contract renewal, anticipates unknown variables at the time of negotiations, and provides for general increases in the cost of doing business. This year, WP cited cost increases in labor, vehicle parts, and medical benefits over last year's costs.

Budget Impact

The net annual cost to the City of a 2.62% percent CPI adjustment is estimated to be $260,000. Funding is available in the FY 2021-2022 Proposed Budget of Fund 460-Solid Waste fund, if the Commission approves the request.

Since this will create an ongoing expenditure, a rate increase to the customer will be necessary and has been included as part of the FY 2021-22 budget process.

Citizen Impact

Staff is confident WP will continue to deliver high quality services to Ormond Beach residents, and will monitor market pricing to ensure incremental increases are recommended when appropriate to avoid incurring a steep increase at contract renewal. There are three remaining years in the current five-year contract period in which WP can request an annual CPI adjustment.

Recommendation

Staff is recommending the City Commission approve a 2.62% CPI adjustment to the solid waste agreement with Waste Pro of Florida, Inc.

Attachments:

- 21-152 Waste Pro CPI request (P21-0102G) (PDF)
- Waste Pro Ormond Beach CPI Letter 4 30 2021 (PDF)
- Waste Pro Ormond Beach CPI calculation 4 30 2021 (PDF)
- Ormond Beach 2021-2022 Rates - Comparison Chart (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 9/13/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

RESOLUTION NO. 2021-152

A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND WASTE PRO OF FLORIDA, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on February 5, 2019, the City of Ormond Beach and Waste Pro of Florida, Inc. entered into an Amendment and Contract Renewal for the provision of solid waste, yard waste, recycling and roll-off collection and disposal services, and

WHEREAS, the Agreement allows the contractor to request an annual cost of living increase based on the Consumer Price Index ("CPI"), and

WHEREAS, the request by Waste Pro of Florida, Inc., submitted on April 29, 2021, amounts to a 2.62% percent increase in rates pursuant to the Agreement, said increase to become effective on October 1, 2021, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and

WHEREAS, the City Commission concurs with the staff recommendation, now therefore,

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

SECTION ONE. The City Commission hereby authorizes a CPI rate increase of 2.62% for the provision of solid waste, yard waste, recycling and roll-off collection and disposal services by Waste Pro of Florida, Inc., said increase to become effective on October 1, 2021.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

April 29, 2021

City of Ormond Beach
Joyce Shanahan, City Manager
Post Office Box 277
Ormond Beach, FL 32175-0277

Dear Joyce,

As you know, the Solid Waste, Yard Waste, Recycling and Roll-off Agreement allows Waste Pro to petition the City Commission on an annual basis for a cost of living rate adjustment. I would like to formally request the adjustment and ask that you review this request and seek approval from the City Commission.

The Consumer Price Index for All Urban Consumers increase from March of 2020 to March of 2021 was 2.62%. I have included the consumer price index from the Bureau of Labor Statistics web site below. If approved this rate adjustment would be applied to our contract rates beginning in October of 2020.

Please review this request and contact me if you have any questions.

Sincerely,

Ken DeForest
Division Manager
Waste Pro – Daytona Beach

cc. Erik Sankey , Kevin Gray, Claire Whitley

word/Ormond Beach_CPI_request_4_29_2021

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SA0,CUUS0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers,
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877											

2,020	258.115
2,021	264.877
change	6.762
%	2.62%

Waste Pro Daytona Beach
City of Ormond Beach
Rates for Contract Year October 1, 2021 to September 30, 2022
CPI adjustment rate = 2.62%

1.0262

Description	Unit	Current	Oct '21 to Sep '22 Pricing
Residential solid waste & yard waste	per month	$ 17.38	$ 17.84
Extraordinary service	per service	$ 38.28	$ 39.28
Each additional yard	per yard	$ 10.94	$ 11.23
Front end loader commercial service	per yar	$ 8.51	$ 8.73
Front end loader compactor service	per yard	$ 15.06	$ 15.45
Commercial can service	per month	$ 23.28	$ 23.89
Residential recycling	per month	$ 4.87	$ 5.00
Rolloff Franchise Fee	per pull	$ 51.40	$ 52.75
Rolloff/Compactor Haul Fee	per pull	$ 181.01	$ 185.75

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: Kevin Gray, Deputy Public Works Director

Date: September 22, 2021

Subject: Maintenance Repairs to Fire Apparatus Quint 93

Commission Goal: Public Safety - Provide up-to-date equipment for first responders

Introduction

This is a request for City Commission approval of an emergency procurement necessary for repairs to the Ormond Beach Fire Department Unit Quint 93, utilizing the sublet repair services of Ten-8 Fire and Safety, LLC located at 2904 59th Avenue Drive East, Bradenton, Florida in the amount of $50,503.83.

Background

Fleet operations utilizes various sublet repair vendors for major repairs to specialized vehicles within the Ormond Beach fleet. Fleet Operations makes all attempts to complete repairs to vehicles, including frontline emergency response fire units, in house when possible. In this instance, the level and extent of maintenance repairs to Quint 93 required service by the manufacturer directly, Ten-8 Fire and Safety, LLC. The repairs to Quint 93 were initially performed by Cummins diesel for engine work; during that process additional necessary repairs were identified that required the vehicle to be serviced by Ten-8 Fire and Safety, LLC.

Discussion

The Ormond Beach Fire Department fleet is limited with its current number of backup units, and all repairs to frontline vehicles are expedited to return the unit to service as quickly as possible. The latest repairs to Quint 93 exceeded the $25,000 City Manager approval threshold, and therefore requires City Commission approval for additional repairs. Fleet Operations will continue to utilize various sublet vendors and authorized dealers to fulfill the current fiscal year's needs.

Budget Impact

The FY 2020-21 Fleet Operations budget in Fund 001-General Fund would require a

budget amendment for this repair as sufficient funding does not exist.

Citizen Impact

The Ormond Beach Fire Department apparatus provides emergency response needs to the community and provides for the safety of our employees who serve the City.

Recommendation

This resolution requests City Commission approval of maintenance repairs exceeding the $25,000 procurement threshold. Approval of this resolution ratifies and affirms said procurements for payment of $50,503.83 to Ten-8 Fire and Safety, LLC.

Attachments:

- 21-153 Emergency repairs to firetruck-Ten8 (P21-0130G) (PDF)
- Ten-8 Fire and Safety Invoice (PDF)

REVIEWED BY: Kelly McGuire, Finance Director 9/13/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY: Joyce A. Shannahan, City Manager 9/16/2021

RESOLUTION NO. 2021-153

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM TEN-8 FIRE AND SAFETY, LLC, FOR REPAIRS TO FIRE APPARATUS QUINT 93 FIRE TRUCK; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, emergency operational repairs needed to be made to the City's 2011 Pierce ladder fire truck (Quint 93), because reliability is critical to public safety, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, in the interest of public safety, the City's staff procured emergency repair services from Ten-8 Fire and Safety, LLC, to make the necessary repairs at a cost of $50,503.83 (copies of the repair Invoices are attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services will be appropriated to the General Fund (301) through a budget amendment to the FY20-21 Fleet Operations budget, now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the emergency procurement from Ten-8 Fire and Safety, LLC, and the expenditure of funds from the General Fund (301) in the amount of $50,503.83 for the necessary repairs.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY HONTZ
Acting City Clerk

IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone No. 800-228-8368
Fax No. 941-756-2598

Service Invoice

Page 1

Invoice No. SVI16846
Svc. Order No. SVT0000129615
Order Date 02/19/21
Posting Date : 7/30/2021
Due Date : 8/29/2021

Invoice To :
ORMOND BEACH FIRE DEPARTMENT
ATTN: FLEET MAINTENANCE
500 N. ORCHARD STREET
ORMOND BEACH, FL 32174

Customer Id ORMOND FLEET
PO No. : Howard Rubright
Equip. Id. : 23992
"VIN # :" 4P1CJ01A8BA011706
Description : 2011 Pierce 75' HAL PUC
Veh. Miles : 100104
Veh. Hours : 11550
Approved : Howard Rubright

Complaint 1 : Courtesy Inspection

Resolution Performed inspection and advised customer of findings.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	ANDERSON	LABOR	1.00	0.00	0.00	0.00	0.00	0.00
				Total	0.00		0.00	0.00

Complaint 2 : U-joint broke - SVQ21579-1

Resolution Removed u-joint from driveshaft. Installed new u-joint on driveshaft and greased driveshaft.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	TTP-DS5-280X	J-JOINT	1.00	84.49	84.49	0.00	0.00	84.49
Resource	ANDERSON	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
G/L	30500	Shop Supplies	1.00	13.80	13.80	0.00	0.00	13.80
				Total	270.79		0.00	270.79

Complaint 3 : Pass. front window binding - SVQ21579-2

Resolution Removed door panel and determined window regulator failed. Replaced window regulator, reinstalled door panel and tested operation.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1604922	REGULATOR,CAB DR,ELEC,FR,RH D3000 VELOCITY	1.00	273.08	273.08	0.00	0.00	273.08
Resource	ANDERSON	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
G/L	30500	Shop Supplies	1.00	13.80	13.80	0.00	0.00	13.80
Resource	FRT	FREIGHT CHARGES	1.00	19.99	19.99	0.00	0.00	19.99
				Total	479.37		0.00	479.37

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Complaint 4 : Front a/c blower inop - SVQ21579-21

Resolution Lowered a/c cover inside cab and tested motor and found blower failed. Installed new blower motor and tested to verify proper operation.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1953727	*BLOWER MOTOR ASSY VELOCITY	1.00	195.25	195.25	0.00	0.00	195.25
Resource	ANDERSON	LABOR	1.25	115.00	143.75	0.00	0.00	143.75
				Total	339.00		0.00	339.00

Complaint 5 : Water leaking from a/c housing - SVQ21579-21

Resolution Lowered condensation drip trays. Tested floats and pump operations. Found both pump weak and front float not working. Removed pumps, connected wires and one hose to each pump. Lowered headliner to gain access to drain hoses that exit out driver side. Installed new drain hoses and connected up to pumps. Re-assembled drain trays with one new float. Water tested to ensure that pump were working properly. Disassembled and cleaned out inline filters for a/c pump drain.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1303737	*SWITCH,FLOAT,HORIZ.DRAIN PAN,VELOCITY/974345	1.00	86.83	86.83	0.00	0.00	86.83
Item	PIE-1378717	FILTER IN-LINE DEBRIS A/C PAN/974345	2.00	35.68	71.37	0.00	0.00	71.37
G/L	30700	2349577, DRAIN HOSE/974345	2.00	26.59	53.18	0.00	0.00	53.18
Resource	FRT	FREIGHT CHARGES/974345/2289213/CS	1.00	34.46	34.46	0.00	0.00	34.46
Item	PIE-1302573A	*PUMP, DRAIN,A/C CONDENSATION	2.00	250.13	500.27	0.00	0.00	500.27
Resource	ANDERSON	LABOR	3.50	115.00	402.50	0.00	0.00	402.50
				Total	1148.61		0.00	1,148.61

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Complaint 6 : Auto eject not ejecting - SVQ21579-3

Resolution Removed and replaced auto eject unit. Tested and verified operation.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
G/L Account	30700	63-1604-0006, 20amp auto eject/983182	1.00	290.74	290.74	0.00	0.00	290.74
Resource	FRT	FREIGHT CHARGES (983182/2339139)	1.00	20.60	20.60	0.00	0.00	20.60
Resource	ANDERSON	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
G/L	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
				Total	373.44		0.00	373.44

Complaint 7 : Coolant & temp alarming - SVQ21579-4

Resolution Concern not addressed by Ten-8.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	DONALDSON	TRAVEL - Picked up truck from Cummins	1.50	0.00	0.00	0.00	0.00	0.00
				Total	0.00		0.00	0.00

Complaint 8 : Vertical tool pull-out loose - SVQ21579-5

Resolution Removed tool board and secured slide out unit with new screws. Attached bracket to side of toolbox. Drilled and tapped new holes in board and installed screws to hold board securely.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	ANDERSON	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
G/L	30500	Shop Supplies	1.00	13.80	13.80	0.00	0.00	13.80
				Total	186.30		0.00	186.30

Complaint 9 : Trans shifting issues - SVQ21579-6

Resolution Customer advised Fleet department to address concern.

Disc %	Disc. Amt.

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Complaint 10 : PM II - SVQ21579-7

Resolution Drained engine oil, replaced filter and refilled with new oil. Serviced fuel and cooling systems. Lubricated chassis and performed inspection.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
G/L Account	30700	BF1378-SPS, FUEL/WATER SEPARATOR/974305	1.00	32.70	32.70	0.00	0.00	32.70
Item	FLE-BD103	DUAL-FLOW OIL FILTER SPIN-ON	1.00	24.96	24.96	0.00	0.00	24.96
Item	FLE-BF7815	HD FUEL SPIN-ON FILTER	1.00	19.44	19.44	0.00	0.00	19.44
Item	FLE-BW5137	FILTER,COOLANT	1.00	8.04	8.04	0.00	0.00	8.04
G/L Account	30700	#91230,Male Elbow, Brass, 1/4" x 1/8"	1.00	7.72	7.72	0.00	0.00	7.72
Item	OIL-15W40 BULK	OIL, BULK 15W40	28.00	5.00	140.00	0.00	0.00	140.00
Resource	ANDERSON	LABOR	7.25	115.00	833.75	0.00	0.00	833.75
G/L	30500	Shop Supplies	1.00	19.89	19.89	0.00	0.00	19.89
				Total	1086.50		0.00	1,086.50

Complaint 11 : Check air filter *SVQ21579-8

Resolution Replaced air filter.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	ANDERSON	LABOR - N/C	0.25	115.00	28.75	0.00	0.00	28.75
G/L	30700	*FILTER, ECLITE AIR	1.00	123.96	123.96	0.00	0.00	123.96
				Total	152.71		0.00	152.71

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Complaint 12 : Trans service - SVQ21579-9

Resolution Drained fluid, replaced filters and refilled with new fluid.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	FLE-PT9415-MPG KIT	FILTER, WIRE MESH, SET OF 2	1.00	59.23	59.23	0.00	0.00	59.23
Resource	ANDERSON	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
Item	OIL-SHELL SYN ATF	SHELL SPIRAX S6 ATF A295	19.00	8.71	165.54	0.00	0.00	165.54
G/L	30500	Shop Supplies	1.00	5.54	5.54	0.00	0.00	5.54
				Total	345.31		0.00	345.31

Complaint 13 : Air dryer service - SVQ21579-10

Resolution Drained down air tank and replaced air dryer filter.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	FLE-BA5374	AIR DRYER FILTER	1.00	30.84	30.84	0.00	0.00	30.84
Resource	ANDERSON	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
				Total	203.34		0.00	203.34

Complaint 14 : Power steering service - SVQ21579-11

Resolution Drained fluid, replaced filter and refilled with new fluid.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	TTP-BLD-PT8487	PS FILTER	1.00	9.96	9.96	0.00	0.00	9.96
Resource	ANDERSON	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
Item	OIL-SHELL SYN ATF	SHELL SPIRAX S6 ATF A295	5.00	8.71	43.56	0.00	0.00	43.56
G/L	30500	Shop Supplies	1.00	23.98	23.98	0.00	0.00	23.98
				Total	250.00		0.00	250.00

Complaint 15 : Pump service - SVQ21579-12

Resolution Concern addressed with pump repair.

Disc %	Disc. Amt.

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Complaint 16 : Rear diff. service - SVQ21579-69

Resolution Drained and refilled with new fluid.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	ANDERSON	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
G/L	30500	Shop Supplies	1.00	9.20	9.20	0.00	0.00	9.20
Item	TTP-80W90	GEAR OIL	21.00	5.97	125.37	0.00	0.00	125.37
				Total	249.57		0.00	249.57

Complaint 17 : A/C issues - SVQ21579-21

Resolution Recovered freon and found system low. Pulled suction fitting at compressor and found it was plugged with rust and debris. Clenaed and reinstalled suction fitting. Recharged with freon and ran system to check for leaks. Multiple leaks present. Evacuated system, removed rear evaporator unit and cleaned external fins with coil cleaner. Removed and replaced expansion valve with new o-rings. Removed front evaporator unit and cleaned fins with coil cleaner. Replaced expansion valve, reinstalled evaporator unit and covered sections with byutal. Reinstalled unit in cab ceiling. Removed two a/c hoses in cab and ran new a/c hoses from compressor to d/s step well area. Crimped shrader valves in place. Fabricated and installed two hoses inside cab going up to the condenser unit in roof. Vacuum tested system for two hours to verify. Added oil and dye to system. Recharged system with freon and ran system to test. Monitored pressures, fanc cycling events and a/c temperatures. Evacuated system, replaced a/c compressor and a/c dryer. Vacuumed system and recharged with freon. Ran truck to verify system operations. Reinstalled a/c cover that was removed for access.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1773575-0075	SHOUDLER BOLT TORX/974345	5.00	3.13	15.67	0.00	0.00	15.67
Item	PIE-1723231	*FILTER,AIR INTAKE,EVAPORATOR IVZ VELOCITY	1.00	109.20	109.20	0.00	0.00	109.20
Item	PIE-1789954	*HOSE ASSY,#10 DISCHARGE TO CAB IVZ, 45DEG/982086	1.00	60.42	60.42	0.00	0.00	60.42
Item	PIE-1632384	HOSE END,SPLICER,W/ SRVC PORT 134A,SIZE 10/982086	1.00	33.37	33.37	0.00	0.00	33.37
Item	PIE-1632383	HOSE END,SPLICER,W/ SRVC PORT 134A,SIZE 14/982086	1.00	45.55	45.55	0.00	0.00	45.55
Item	PIE-1651450	HOSE ASSY,COMPRESSOR DISCHARGE/982086	1.00	76.42	76.42	0.00	0.00	76.42
Item	PIE-1651448	HOSE ASSY,COMPRESSOR SUCTION/982086	1.00	83.27	83.27	0.00	0.00	83.27

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Item	RDC-5899G	AC COMPRESSOR OMEGA 6512336	1.00	1,064.37	1064.37	0.00	0.00	1064.37
Item	PIE-1857257	AC,RECEIVER DRYER,RED DOT/982086	1.00	70.18	70.18	0.00	0.00	70.18
Item	BCI-709	EVAPORATOR CLEANER SPRAY	2.00	37.79	75.57	0.00	0.00	75.57
Item	PIE-3419429	EXPANSION VALVE, EVAPORATOR RED DOT A/C/982489	2.00	53.47	106.93	0.00	0.00	106.93
Resource	FRT	FREIGHT CHARGES (982489/2335292)	1.00	18.47	18.47	0.00	0.00	18.47
Resource	ANDERSON	LABOR	10.50	115.00	1207.50	0.00	0.00	1207.50
Item	PIE-1696888	HOSE END,FEMALE,O-RING,CLASS1 45DEGREE,12FTG,14HOS	1.00	17.88	17.88	0.00	0.00	17.88
Item	RDC-SR1313	45 DEG. #10 HOSE TO #10 FEMALE O-RING FITTING	1.00	18.66	18.66	0.00	0.00	18.66
Item	RDC-SR1323	#10 HOSE TO #10 FEMALE O-RING 90 DEG.	1.00	17.16	17.16	0.00	0.00	17.16
Resource	FRT	FREIGHT CHARGES/982086/2333601	1.00	49.73	49.73	0.00	0.00	49.73
G/L Account	30700	G45591-0808, AC FITTING/982651	1.00	12.60	12.60	0.00	0.00	12.60
Resource	DAVIS	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
Item	FLE-R134A	R-134 FREON REFRIGERANT	5.25	5.24	27.53	0.00	0.00	27.53
G/L	30500	Shop Supplies	1.00	105.80	105.80	0.00	0.00	105.80
				Total	3331.27		0.00	3,331.27

Complaint 18 : Cummins engine filter - SVQ21579-13

Resolution Filter replaced by Cummins.

Disc %	Disc. Amt.

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Complaint 19 : Check brakes (rear brakes) - SVQ21579-14

Resolution Removed rear wheels and caged rear brake chambers. Backed off shoes and removed drums. Cleaned off brake dust and inspected shoes and drums. Greased rear pivot rollers. Replaced rear brake shoes and drums. Installed rear tires/wheels and torqued lugnuts to specifications. Uncaged brakes. Checked and adjusted rear brakes for proper application/stroke of brake chamber. Cleaned control arm and anchor bracket on both sides. Adjusted rear brakes and test drove unit. Verified rear brakes were within specifications. Pulled front wheels and inspected pads and rotors. Reinstalled front wheels and torqued lugnuts to specifications.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	FLE-KSR4034728CP	BRAKE SHOE KIT (MAJOR) CAST/982007	2.00	1,174.77	2349.54	0.00	0.00	2349.54
Item	FLE-3811X	BRAKE DRUM/982007	2.00	390.65	781.31	0.00	0.00	781.31
Resource	ANDERSON	LABOR	4.25	115.00	488.75	0.00	0.00	488.75
Resource	SMITHO	LABOR	7.50	115.00	862.50	0.00	0.00	862.50
G/L	30500	Shop Supplies	1.00	108.10	108.10	0.00	0.00	108.10
				Total	4590.20		0.00	4,590.20

Complaint 20 : Repair pass. outrigger pad holder - SVQ21579-15

Resolution Fabricated and installed new outrigger pad bracket.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	GABLE	LABOR	2.50	115.00	287.50	0.00	0.00	287.50
G/L	30700	ALUM PLATE	1.00	25.00	25.00	0.00	0.00	25.00
G/L	30500	Shop Supplies	1.00	23.00	23.00	0.00	0.00	23.00
				Total	335.50		0.00	335.50

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Complaint 21 : Aerial service - SVQ21579-16

Resolution Checked torque for all fasteners as required to include turntable mounting bolts and rotation motor bolts. Performed inspection and operational check of the aerial device, stabilizers and associated components. Adjusted extend/retract cables, replaced return/pressure filters, cleaned aerial and stabilizer slides. Regreased per manufacturers specifications and sent out hydralic oil sample for testing. Aerial tesing performed by National Testing & Certification, Inc. Customer provided with copy of aerial testing report.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1805482	*FILTER ELEMENT,PRESSURE PIERCE LABELED/974334	1.00	97.72	97.72	0.00	0.00	97.72
Item	PIE-1805483	*FILTER ELEMENT,RETURN PIERCE LABELED/974334	1.00	92.25	92.25	0.00	0.00	92.25
Item	PIE-2331535	O-RING HYD FILTER/974334	1.00	8.80	8.80	0.00	0.00	8.80
Item	PIE-2331540	O-RING HYD FILTER/974334	1.00	2.23	2.23	0.00	0.00	2.23
Item	PIE-1604768	BREATHER FILTER, DESICCANT/974334	1.00	117.12	117.12	0.00	0.00	117.12
Resource	FRT	FREIGHT CHARGES/974334/2289211	1.00	4.49	4.49	0.00	0.00	4.49
Resource	ANDERSON	LABOR	12.50	115.00	1437.50	0.00	0.00	1437.50
Resource	DAVIS	LABOR	6.00	115.00	690.00	0.00	0.00	690.00
G/L	30250	AERIAL TEST/983938	1.00	950.00	950.00	0.00	0.00	950.00
G/L Account	30700	SUPER LUBE FOOD GRADE GREASE	1.00	49.89	49.89	0.00	0.00	49.89
				Total	3450.00		0.00	3,450.00

Complaint 22 : Replace batteries - SVQ21579-18

Resolution Replaced batteries and positive battery cable.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-63-1726	CABLE ASY BAT POS 3-31,STUD/974345	1.00	43.73	43.73	0.00	0.00	43.73
Item	INT-31P-MHD	12V POST BATT, INTERSTATE	4.00	146.60	586.40	0.00	0.00	586.40
Resource	ANDERSON	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
G/L	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
G/L Account	30700	12V POST BATT, INTERSTATE (31P-MHD)	2.00	146.60	293.20	0.00	0.00	293.20
				Total	985.43		0.00	985.43

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Complaint 23 : Pump test - SVQ21579-19

Resolution Performed NFPA pump testing after repairs. Pump passed all portions of testing.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	ANDERSON	PUMP TEST	2.00	100.00	200.00	0.00	0.00	200.00
				Total	200.00		0.00	200.00

Complaint 24 : Cab lift cylinder leaking - SVQ21579-20

Resolution Removed and replaced both cab lift cylinders.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-3126645	CYLINDER,HYDRAULIC,CAB LIFT IVZ,SPH BEARING,PIN	2.00	1,006.58	2013.17	0.00	0.00	2013.17
Item	PIE-1711921	WASHER,.75 ID X 3.00 OD X 10GA STL	2.00	14.08	28.17	0.00	0.00	28.17
Resource	FRT	FREIGHT CHARGES (981136/2326451/LTL)	1.00	152.51	152.51	0.00	0.00	152.51
Resource	ANDERSON	LABOR	3.00	115.00	345.00	0.00	0.00	345.00
G/L	30500	Shop Supplies	1.00	27.60	27.60	0.00	0.00	27.60
				Total	2566.44		0.00	2,566.44

Complaint 25 : Aerial EPU failed - SVQ21579-17

Resolution Removed and replaced EPU. Changed over fittings and electrical ends to work with new EPU. Tested operation and verified repair.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-3315980	"EMERGENCY POWER UNIT,HYDRAULIC"/974844	1.00	1,112.26	1112.26	0.00	0.00	1112.26
Item	PIE-3174346	PLATE,MTG,EPU ADAPTER PLATE/974844	1.00	178.43	178.43	0.00	0.00	178.43
Resource	FRT	FREIGHT CHARGES/974844/2292092/PRI	1.00	63.46	63.46	0.00	0.00	63.46
Resource	FRT	FREIGHT CHARGES/974844/2293156	1.00	65.07	65.07	0.00	0.00	65.07
Resource	ANDERSON	LABOR	2.00	115.00	230.00	0.00	0.00	230.00
G/L	30500	Shop Supplies	1.00	18.40	18.40	0.00	0.00	18.40
				Total	1667.62		0.00	1,667.62

Complaint 26 : Pump leaking - SVQ21579-22

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Resolution: Removed and disassembled pump. Disassembled pump gear box/transmission and inspected components. Cleaned gear box components. Removed impeller wear rings and de-scaled the inside of pump housing as best as possible. Cleaned up passages in pump housing. Reassembled pump gear box with new components and installed pump in truck. Replaced puc oil filter and drained puc cooler. Filled tank with water and ran pump. Rechecked connections and fittings, topped off puc oil level. Replaced upper coolant fitting on pump and replaced pump drain fitting on pump. Tested operations and verified repairs.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1964134	KIT-PUC MECH SEAL/982086	1.00	602.40	602.40	0.00	0.00	602.40
Item	PIE-2109426	SEAL RING, PUC R3/ST-BRAD	1.00	726.17	726.17	0.00	0.00	726.17
G/L	30700	2109426,SEAL RING, PUC R3	1.00	726.17	726.17	0.00	0.00	726.17
Item	PIE-2109423	IMPELLER, PUC, LH R3/982969	1.00	2,770.72	2770.72	0.00	0.00	2770.72
Item	PIE-1788133	SLINGER, WATER, 1.661 PUC DWG 900/982969	1.00	18.45	18.45	0.00	0.00	18.45
Item	PIE-1788122	OIL SEAL/982969	1.00	40.93	40.93	0.00	0.00	40.93
Item	PIE-1788120	O-RING/982969	1.00	18.42	18.42	0.00	0.00	18.42
Item	PIE-1787906	O-RING PUC DWG 800/982969	1.00	2.98	2.98	0.00	0.00	2.98
Item	PIE-1787907	@O-RING,OIL SUMP TCASE PUC R3/982969	1.00	3.40	3.40	0.00	0.00	3.40
Item	PIE-1787909	BEARING, BALL PUC DWG 800/982969	2.00	119.22	238.43	0.00	0.00	238.43
Item	PIE-1963586	BEARING,BALL,NSK 6310NR-C3 PUC DWG 901/982969	1.00	499.68	499.68	0.00	0.00	499.68
Item	PIE-1787959	@O-RING - 0.562 x 0.750 x 0.09/982969	1.00	2.82	2.82	0.00	0.00	2.82
Item	PIE-1788036	@O-RING - 7.50 x 7.75 x 0.12/982969	1.00	2.98	2.98	0.00	0.00	2.98
Item	PIE-1788038	OIL SEAL, 2.125 ID X 3.000 OD PUC DWG 800/982969	1.00	14.73	14.73	0.00	0.00	14.73
Item	PIE-1963589	SHAFT,IMPELLER,PUC,R2 PUC DWG 801/982969	1.00	1,178.40	1178.40	0.00	0.00	1178.40
G/L	30700	1788111, o-ring/982969	1.00	11.57	11.57	0.00	0.00	11.57
G/L Account	30700	1788080, ALLEN HEAD SCREW/982969	4.00	4.99	19.96	0.00	0.00	19.96
G/L Account	30700	1788098HOUSING, MECHANICAL/982969	1.00	310.68	310.68	0.00	0.00	310.68
G/L Account	30700	1787911, BEARING,BALL/982969	1.00	149.82	149.82	0.00	0.00	149.82

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G/L Account	30700	3276844,BEARING,BALL, BRONZE/982969	2.00	524.88	1049.76	0.00	0.00	1049.76
Resource	FRT	FREIGHT CHARGES (ST/BD)	1.00	12.82	12.82	0.00	0.00	12.82
G/L	30700	13651, oil seal/983298	1.00	15.98	15.98	0.00	0.00	15.98
Resource	DAVIS	LABOR	2.50	115.00	287.50	0.00	0.00	287.50
Resource	SMITHO	LABOR	2.00	115.00	230.00	0.00	0.00	230.00
Resource	FRT	FREIGHT CHARGES/982969/2337719/PR I	1.00	130.38	130.38	0.00	0.00	130.38
G/L Account	30700	2109424,NUT,IMPELLER CONE/982969	1.00	162.76	162.76	0.00	0.00	162.76
Item	PIE-1747074-0002	FTG,90SW,06MNPTF,06MNPTF ,ST AEROQUIP2251-6-6S/9835	1.00	20.45	20.45	0.00	0.00	20.45
G/L Account	30700	1733624,FTG,STR,08MJIC,12M NPTF,BRASS 2021-12-8B/98	1.00	20.51	20.51	0.00	0.00	20.51
Item	FLE-BT839-10	*FILTER,HYDRAULIC,PRESSU RE,GEAR,CASE	1.00	5.13	5.13	0.00	0.00	5.13
Item	PIE-1915175	*PUC TRANS/DRIVE OIL / CASE	1.50	364.07	546.10	0.00	0.00	546.10
Resource	ANDERSON	LABOR	23.00	115.00	2645.00	0.00	0.00	2645.00
Resource	WERDMAN	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
G/L	30500	Shop Supplies	1.00	262.20	262.20	0.00	0.00	262.20
				Total	12842.31		0.00	12,842.31

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Complaint Driver&pass seatbelts torn - SVQ21579-23

Resolution Replaced driver side and officer side seat belts and buckles. Tested and verified operations.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-2684218-0020	SEATBELT,3PT,100,56,DUAL ST,4"ADM,FRLH,RED,L9RR/98	1.00	385.35	385.35	0.00	0.00	385.35
Item	PIE-3142174	ICP BAR,PS6 FRLH,L9C,L9 STALK LENGTH/982086	1.00	323.70	323.70	0.00	0.00	323.70
Item	PIE-2684219-0020	SEAT BELT,3PT,100,56,DUAL/982086	1.00	376.32	376.32	0.00	0.00	376.32
Item	PIE-3142175	ICP BAR, PS6/982086	1.00	302.08	302.08	0.00	0.00	302.08
Resource	STEDMAN	LABOR	2.00	115.00	230.00	0.00	0.00	230.00
Resource	STEDMAN	LABOR - N/C	0.50	0.00	0.00	0.00	0.00	0.00
G/L	30500	Shop Supplies	1.00	18.40	18.40	0.00	0.00	18.40
Resource	FRT	FREIGHT CHARGES	1.00	48.56	48.56	0.00	0.00	48.56
				Total	1684.41		0.00	1,684.41

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Complaint : Driver mirror loose/ vibrates - SVQ21579-24

Resolution: Removed door panel and disconnected electrical connections for mirror. Extension could not be removed from old mirror arm. Replaced driver side mirror assembly. Reconnected electrical connections for mirror, reinstalled door panel and tested to verify proper operations.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-2641191	MIRROR,RAMCO,FULLFACE DR MT,H-R FLT,NH-M BOC/98208	1.00	640.83	640.83	0.00	0.00	640.83
Resource	FRT	FREIGHT CHARGES/2334183)	1.00	30.00	30.00	0.00	0.00	30.00
Item	PIE-1434585	SPACER,MIRROR,RAMCO 4.00"/982773	1.00	258.08	258.08	0.00	0.00	258.08
Resource	FRT	FREIGHT CHARGES (982773/2337011)	1.00	28.99	28.99	0.00	0.00	28.99
Item	PIE-943064	*RUBBER,"D"SECT,SMALL DOOR SEAL	1.00	0.40	0.40	0.00	0.00	0.40
Resource	ANDERSON	LABOR	0.75	115.00	86.25	0.00	0.00	86.25
Resource	SMITHO	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
G/L	30500	Shop Supplies	1.00	9.20	9.20	0.00	0.00	9.20
				Total	1168.76		0.00	1,168.76

Complaint : Hood lift struts weak - SVQ21579-25

Resolution: Replaced both hood hydraulic cylinders and tested operations.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-3012422	GAS STRUT,HOOD SUPPORT IVZ,2016/982086	2.00	23.68	47.37	0.00	0.00	47.37
Resource	ANDERSON	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
Resource	FRT	FREIGHT CHARGES	1.00	0.00	0.00	0.00	0.00	0.00
G/L	30500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	78.42		0.00	78.42

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Complaint : Clip for cab lift remote broke- SVQ21579-26

Resolution Replaced broken clip for cab remote controller.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1701813	CLIP,TOOL HOLDING IVZ,CAB TILT CONT PENDANT/982086	1.00	3.67	3.67	0.00	0.00	3.67
Resource	ANDERSON	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
G/L	30500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	34.72		0.00	34.72

Complaint : R/R door not turning on int cab light- SVQ21579-27

Resolution Tested and found door switch had no continuity. Replaced switch and verified operations.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-64-2695	SWITCH DOOR DPST NC MOM	1.00	7.82	7.82	0.00	0.00	7.82
Resource	DAVIS	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
Resource	ANDERSON	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
G/L	30500	Shop Supplies	1.00	18.40	18.40	0.00	0.00	18.40
				Total	256.22		0.00	256.22

Complaint : Amber DOT lights dim - SVQ21579-28

Resolution Replaced dim DOT lights at the front of the truck and tested operations.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-61-5097	LIGHT,MAO MAO,LED,AMBER MARKER 15°RUB MNT/982086	5.00	7.50	37.50	0.00	0.00	37.50
Resource	STEDMAN	LABOR	1.25	115.00	143.75	0.00	0.00	143.75
Resource	SMITHO	LABOR	1.50	0.00	0.00	0.00	0.00	0.00
G/L	30500	Shop Supplies	1.00	25.30	25.30	0.00	0.00	25.30
				Total	206.55		0.00	206.55

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Complaint 35 : Air valve&bracket not secured, D/S framerail -29

Resolution : Bolted bracket back on frame rail and verified repair.

Service

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	ANDERSON	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
G/L	30500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	31.05		0.00	31.05

Complaint 36 : Alt drive belt weathered, torn - SVQ21579-30

Resolution : Cummins replaced belt alternator/drive belt. A/c belt replaced by Ten-8.

Service

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
G/L	30700	25-080545, AC BELT	1.00	118.60	118.60	0.00	0.00	118.60
Resource	FRT	FREIGHT CHARGES	1.00	13.99	13.99	0.00	0.00	13.99
Resource	ANDERSON	LABOR - N/C	0.50	0.00	0.00	0.00	0.00	0.00
				Total	132.59		0.00	132.59

Complaint 37 : Trans oil leak PTO gasket - SVQ21579-31

Resolution : Customer advised Fleet department to address concern.

Disc %	Disc. Amt.

Complaint 38 : Right rear leaf spring bushing deteriorating -32

Resolution : Customer advised Fleet department to address concern.

Disc %	Disc. Amt.

Complaint 39 : Air comp. governor cuts out low - SVQ21579-33

Resolution : Replaced D2 governor and two fittings. Verified repairs.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	SMITHO	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
G/L	30500	Shop Supplies	1.00	9.20	9.20	0.00	0.00	9.20
G/L	30700	D-2 GOVERNOR BENDIX	1.00	27.30	27.30	0.00	0.00	27.30
				Total	151.50		0.00	151.50

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Complai Oil drain plug distorted (loose with truck) -34

Resoluti Sent new oil drain plug loose with truck.

Servic

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
G/L	770	3973071,oil drain plug/982069	1.00	19.36	19.36	0.00	0.00	19.36
				Total	19.36		0.00	19.36

Complai Left outer tie rod grease fitting missing/broke-35

Resoluti Installed new grease fitting on tie rod end. Greased tie rod and verified repair

Servic

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Res	TEMAN	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
G/L	050	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	31.05		0.00	31.05

Complai Engine mounts worn - SVQ21579-36

Resoluti Replaced passenger side and driver side engine mounts. Exhaust removed for clearance. Found that due to worn engine mounts the engine had sagged compressing the bellows in exhaust. Loosened mounting clamps and stretched bellows back out and reinstalled components.

Servic

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-1732756	ISOLATOR,H-MOUNT/982086	2.00	18.07	36.13	0.00	0.00	36.13
Res	FRT	FREIGHT CHARGES	1.00	8.99	8.99	0.00	0.00	8.99
Res	DAVIS	LABOR - N/C	1.50	0.00	0.00	0.00	0.00	0.00
Res	SMITHO	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
G/L	050	Shop Supplies	1.00	13.80	13.80	0.00	0.00	13.80
				Total	231.42		0.00	231.42

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Com Generator service (display upside down)SVQ21579-37

Res Removed and reinstalled display correctly. Drained generator oil, replaced hydraulic filter and refilled with new oil. Ran generator up to operating temp and adjusted frequency and voltage to specifications.

Servic

Ty	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Ite	HHG-W0206-2200	*HYD. FILTER OIL	1.00	99.67	99.67	0.00	0.00	99.67
Res	ANDERSON	LABOR - Reinstalled display correctly	0.25	115.00	28.75	0.00	0.00	28.75
Res	SMITHO	LABOR	2.00	115.00	230.00	0.00	0.00	230.00
G/L	30500	Shop Supplies	1.00	20.70	20.70	0.00	0.00	20.70
Iten	SAN-HYDRAULIC OIL	HYDRAULIC OIL	13.00	4.43	57.56	0.00	0.00	57.56
				Total	436.68		0.00	436.68

Com Driver side compt. door hard to open - SVQ21579-38

Res Inspected and found door switch corroded. Replaced magnet verified repair.

Se

T	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Iten	PIE-63-4908	*ACTUATOR,PROXIMITY,MAGNET,ROLL UP	1.00	13.03	13.03	0.00	0.00	13.03
R	STEDMAN	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
G	30500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	44.08		0.00	44.08

Com Left rear compt. lights loose - SVQ21579-39

Res Secured light in left rear compartment with new velcro material.

Ser

T	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
R	ANDERSON	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
G	30500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	31.05		0.00	31.05

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Complaint: Rear roll up door tension out of adjustment -40

Resolution: Adjusted rear roll up door tension and verified operation.

Services

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	STEDMAN	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
G/L	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
				Total	62.10		0.00	62.10

Complaint: P/S repair compt. doesn't open fully - SVQ21579-41

Resolution: No repair necessary.

Complaint: Lights out at P/S compts - SVQ21579-42

Resolution: Replaced P9 door switch for compartment lights and repaired connection for right side compartment light. Tested and verified operations.

Services

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-63-4914	*SWITCH,PROX,NC W/RELAY,W/FUSE	1.00	199.95	199.95	0.00	0.00	199.95
Resource	WERDMAN	LABOR	0.75	115.00	86.25	0.00	0.00	86.25
G/L	30500	Shop Supplies	1.00	6.90	6.90	0.00	0.00	6.90
				Total	293.10		0.00	293.10

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Co[illegible]t 4[illegible]: Right rear axle flange leaking oil - SVQ21579-43

Reso[illegible] Removed right rear axle shaft. Replaced gasket, wedges and axle flange studs. Reins[illegible] axle shaft and verified repairs.

Serv[illegible]s

T[illegible]	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
C[illegible] A[illegible]nt	30700	R002435, REAR AXLE GASKET	1.00	1.68	1.68	0.00	0.00	1.68
C[illegible] A[illegible]nt	30700	W1341, AXLE FLANGE STUD (981239)	8.00	8.84	70.72	0.00	0.00	70.72
G[illegible]	30700	1246V1166, WEDGE (981239)	8.00	2.55	20.40	0.00	0.00	20.40
R[illegible]	ANDERS[illegible]N	LABOR	1.50	115.00	172.50	0.00	0.00	172.50
R[illegible]	SMITHO	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
G[illegible]	30500	Shop Supplies	1.00	13.80	13.80	0.00	0.00	13.80
R[illegible]rce	FRT	FREIGHT CHARGES	1.00	8.99	8.99	0.00	0.00	8.99
				Total	316.84		0.00	316.84

Comp[illegible]t 4[illegible] High idle switch sticking - SVQ21579-44

Resc[illegible] Replaced high idle switch and tested operation.

Serv[illegible]s

Ty[illegible]	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Ite[illegible]	PIE-1814927	SWITCH POD HOUSING W/HIGH IDLE/982086	1.00	72.60	72.60	0.00	0.00	72.60
Re[illegible]rce	STEDMAN	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
Re[illegible]rce	FRT	FREIGHT CHARGES	1.00	11.99	11.99	0.00	0.00	11.99
G[illegible]	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
				Total	146.69		0.00	146.69

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Complaint 49 : Left front inside rotor leaking oil - SVQ21579-45

Resolution Removed left front wheel, caliper, rotor and hub assembly. Cleaned and inspected berings. Found outer bearing and race pitted. Replaced outer race and cleaned hub. Installed inner bearing and new inner hub seal. Reinstalled hub and new outer bearing. Adjusted hub bearing nuts per manufacturer specifications Verified end play of rotor to spindle was within specifications. Installed hub cover and filled gear oil to proper level. Reinstalled caliper and mounting assembly. Adjusted brake pad clearance, installed wheel assembly and verified repairs.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	FLE-SET424	TIMKEN BEARING SET 555S BEARING	1.00	96.34	96.34	0.00	0.00	96.34
Item	FLE-370049A	NATIONAL OIL BATH SEAL/982417	1.00	57.23	57.23	0.00	0.00	57.23
G/L Account	30700	R002659, TANG LOCK WASHER/982417	1.00	8.78	8.78	0.00	0.00	8.78
Item	TTP-330-3009	GASKET, OIL BATH CAP	1.00	2.10	2.10	0.00	0.00	2.10
Resource	ANDERSON	LABOR	4.00	115.00	460.00	0.00	0.00	460.00
Resource	FRT	FREIGHT CHARGES	1.00	8.99	8.99	0.00	0.00	8.99
G/L	30500	Shop Supplies	1.00	36.80	36.80	0.00	0.00	36.80
				Total	670.24		0.00	670.24

Complaint 50 : Stabilizer alarms inop - SVQ21579-46

Resolution Replaced stabilizer alarms and tested operation.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-3543213	"ALARM,OUTRIGGER,102 DB"/982086	2.00	67.78	135.57	0.00	0.00	135.57
Resource	STEDMAN	LABOR	0.75	115.00	86.25	0.00	0.00	86.25
Resource	FRT	FREIGHT CHARGES	1.00	13.99	13.99	0.00	0.00	13.99
G/L	30500	Shop Supplies	1.00	6.90	6.90	0.00	0.00	6.90
				Total	242.71		0.00	242.71

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Complaint 1: Hydraulic gauge at pedestal inop - SVQ21579-47

Resolution: Replaced hydraulic gauge at pedestal.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-2487445	*GAUGE,PRESSURE,HYDRAULIC,2.5" 0-5000/982086	1.00	121.62	121.62	0.00	0.00	121.62
Resource	ANDERSON	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
Resource	FRT	FREIGHT CHARGES	1.00	13.99	13.99	0.00	0.00	13.99
G/L	30500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	166.66		0.00	166.66

Complaint 2: Bolt backed out at trans housing (trans diesel)-48

Resolution: Customer advised fleet shop will address concern.

Disc %	Disc. Amt.

Complaint 3: Ign switch & hazard switch backlighting out -49

Resolution: Replaced ignition and hazard switches. Tested and verified operations.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	PIE-64-1705-0037	SWITCH,ROCK BLK DPDT, IGNPIE/982086	1.00	27.83	27.83	0.00	0.00	27.83
Item	PIE-64-1705-0052	SWITCH,ROCK RED SPST,RD LT WHITE HAZARD/982086	1.00	13.43	13.43	0.00	0.00	13.43
Resource	ANDERSON	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
G/L	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
Resource	FRT	FREIGHT CHARGES	1.00	28.99	28.99	0.00	0.00	28.99
				Total	132.36		0.00	132.36

Complaint 4: *Check aerial PTO switch operation - SVQ21579-50

Resolution: Inspected and found no issue present at this time.

Disc %	Disc. Amt.

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Complaint 55 : Failed dry vacuum test - SVQ21579-51

Resolution Removed, disassembled and rebuilt passenger side LDD valve, #1 crosslay valve, #2 crosslay valve, #3 drivers side discharge valve and tank fill valve. Reinstalled valves and rechecked for leaks. Found aerial valve and front discharge valve leaking. Removed, disassembled and rebuilt valves. Reinstalled valves and performed dry vacuum test. Dropped 1" Hg in five minutes - passed.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	AKR-9145	KIT, CONV/REPAIR W/ S/S BALL 2" GEN2	4.00	110.40	441.60	0.00	0.00	441.60
Item	PIE-2654317	ADAPTER,VALVE,2.00, PUC	4.00	40.53	162.13	0.00	0.00	162.13
Item	AKR-9146	*KIT CONV/REPAIR W/ S/S BALL 2-1/2	1.00	111.71	111.71	0.00	0.00	111.71
Item	PIE-2654318	ADAPTER,VALVE,2.50 PUC	1.00	48.85	48.85	0.00	0.00	48.85
Item	AKR-9166	FIELD SERVICE KIT, 8840	2.00	212.80	425.60	0.00	0.00	425.60
Resource	WERDMAN	LABOR	11.00	115.00	1265.00	0.00	0.00	1265.00
Resource	ANDERSON	LABOR	3.00	115.00	345.00	0.00	0.00	345.00
G/L	30500	Shop Supplies	1.00	128.80	128.80	0.00	0.00	128.80
				Total	2928.70		0.00	2,928.70

Complaint 56 : 1/2 of spot light out at ladder tip - SVQ21579-52

Resolution Replaced spot light bulb at ladder tip and verified operation.

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
G/L Account	30700	H4007 spot light bulb for unity light	1.00	27.14	27.14	0.00	0.00	27.14
Resource	ANDERSON	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
Resource	FRT	FREIGHT CHARGES	1.00	9.99	9.99	0.00	0.00	9.99
G/L	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
				Total	99.23		0.00	99.23

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C : Set backlash - SVQ21579-53

Re Verified and adjusted backlash to within manufacturer specifications.

S ns

	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
ce	SMITHO	LABOR	4.00	115.00	460.00	0.00	0.00	460.00
	30500	Shop Supplies	1.00	36.80	36.80	0.00	0.00	36.80
				Total	496.80		0.00	496.80

C : Elect. guide cones broke - SVQ21579-54

R Extended ladder, removed cable and replaced both cable support cones. Tested and verified operation after repair was completed.

S nes

	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
	PIE-2065256	WIRE GUIDE,CONE SHAPED,EL CABL Q.LOCK	2.00	255.32	510.63	0.00	0.00	510.63
esource	SMITHO	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
	FRT	FREIGHT CHARGES	1.00	35.00	35.00	0.00	0.00	35.00
	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
				Total	607.73		0.00	607.73

C : Set aerial speeds - SVQ21579-55

Res Set raise and lower speeds to specifications.

S ines

ype	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
	SMITHO	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
				Total	62.10		0.00	62.10

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C[illegible] : Aerial [illegible]eat stickers expired - SVQ21579-56

Re[illegible] Repla[illegible]ed expired heat sensor labels.

S[illegible]

[illegible]	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
[illegible]	PIE-1387421	LABEL,HEAT SENSOR/982289	26.00	7.88	204.97	0.00	0.00	204.97
[illegible]	FRT	FREIGHT CHARGES	1.00	30.00	30.00	0.00	0.00	30.00
[illegible]	SMITHO	LABOR	1.00	115.00	115.00	0.00	0.00	115.00
[illegible]	[illegible]CC	Shop Supplies	1.00	9.20	9.20	0.00	0.00	9.20
				Total	359.17		0.00	359.17

Co[illegible] Prox switch at side ladder loose - SVQ21579-57

Re[illegible] Tightened and secured prox switch with toque seal.

S[illegible]

[illegible]	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
[illegible]	[illegible]VIS	LABOR	0.25	115.00	28.75	0.00	0.00	28.75
[illegible]	[illegible]500	Shop Supplies	1.00	2.30	2.30	0.00	0.00	2.30
				Total	31.05		0.00	31.05

Co[illegible] Cradle guide arm out of adjustment - SVQ21579-58

Re[illegible] Removed retaining bolts and found them both to be bent. Installed new retaining bolts and adjusted to proper position.

S[illegible]

[illegible]	[illegible]	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
[illegible]	[illegible]/[illegible]ERSON	LABOR	0.50	115.00	57.50	0.00	0.00	57.50
[illegible]	30500	Shop Supplies	1.00	4.60	4.60	0.00	0.00	4.60
[illegible]	PIE-82-0171-0001	*SCREW #12-24 TORX PH PN HD TAP .50"	4.00	0.87	3.47	0.00	0.00	3.47
				Total	65.57		0.00	65.57

Co[illegible] Turntable arrows not lined up SVQ[illegible]579-59

Re[illegible] [illegible]echecked after backlash performe[illegible]

						Disc %	Disc. Amt.	

Co[illegible] : Tr[illegible]k air system leaks down over n[illegible] (SVQ21579-60

Re[illegible] Troubleshot and traced out air leaks. Removed parking brake valve, replaced

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leaking fittings and reinstalled parking brake valve. Removed driver kick panel, command zone modules and brack[illegible]t firewall. Removed panels and instrument cluster. Repaired air leaks and rep[illegible]ed fittings as found. Replaced three protection valves, multiple fittings a[illegible]nks and foot valve. Replaced air check valve in air tank on driver sid[illegible]ear. Removed fittings and bypass union. Cleaned and installed all fittings. Re[illegible]ssembled and reinstalled components previously removed for access. Aired up truck and verified no further air leaks present at this time.

S[illegible]ies

[illegible]p	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
[illegible]	TTP-110	15319 [illegible]RAIN VALVE	3.00	14.23	42.69	0.00	0.00	42.69
[illegible]n	PIE-1681791	VAL[illegible] CHECK,SINGLE/98277	1.00	40.73	40.73	0.00	0.00	40.73
[illegible]	[illegible]P-S4341003100	PRE[illegible]RE CONTROLLED CHE[illegible] VALVE	1.00	65.16	65.16	0.00	0.00	65.16
Res[illegible]	SMITHO	LABO[illegible]	9.25	115.00	1063.75	0.00	0.00	1063.75
G/L [illegible]	30700	SCREW,#8-32,PH PAN HD,BLK,ZNC .75" LONG	6.00	0.15	0.90	0.00	0.00	0.90
[illegible]	PIE-1685186	NUT, J [illegible]CLIP,8-32, BLACK FINIS[illegible] .118-.156.	6.00	0.33	2.00	0.00	0.00	2.00
[illegible]	PIE-82-0427	WAS[illegible] [illegible]OULDER,BLACK,#8 SCF[illegible] [illegible]LX DASH PAN[illegible] [illegible]GT-BR	4.00	0.17	0.67	0.00	0.00	0.67
[illegible]	[illegible]RT	FRE[illegible] [illegible]T CHARGES (ST/BD)	1.00	12.82	12.82	0.00	0.00	12.82
Item	PIE-1691831-0025	FITT[illegible]G,BKST.25 DIA	1.00	8.45	8.45	0.00	0.00	8.45
G/L [illegible]	30700	#9069 [illegible]3/8" x 1/4" BRASS ELBO[illegible]	1.00	3.22	3.22	0.00	0.00	3.22
[illegible] Ac[illegible]nt	30700	#9068[illegible] Fitting, Brass, 1/4" x 1/4"	1.00	2.49	2.49	0.00	0.00	2.49
G L [illegible]nt	30700	#906[illegible] [illegible]8" x 1/4" BRASS ELB[illegible]	2.00	3.33	6.66	0.00	0.00	6.66
G L [illegible]	30700	#938[illegible] Street Tee Fitting 1/4"	1.00	4.14	4.14	0.00	0.00	4.14
G/L Acc[illegible]nt	30700	#906[illegible] 3/8" x 3/8" BRASS ELB[illegible]	3.00	3.54	10.62	0.00	0.00	10.62
G/L [illegible]	30700	#9121[illegible] Brass, 3/8" TEE	1.00	12.56	12.56	0.00	0.00	12.56
[illegible] [illegible]nt	30700	#9069[illegible] [illegible]/4" x 1/8" BRASS ELBO[illegible]	2.00	2.62	5.24	0.00	0.00	5.24
G[illegible]	30700	#912[illegible] [illegible]hew, Brass, 3/8" x [illegible]	2.00	13.95	27.90	0.00	0.00	27.90
G L [illegible]nt	30700	#91[illegible] [illegible]low, Brass, 1/4" x 1/8"	1.00	7.17	7.17	0.00	0.00	7.17
P[illegible]	[illegible]NDERSON	LAB[illegible]	0.25	115.00	28.75	0.00	0.00	28.75
G/[illegible]	30500	Sho[illegible] [illegible]plies	1.00	155.44	155.44	0.00	0.00	155.44

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2904 S... ENUE DRIVE EAST
BRA... FL 34203
Phon... o. 00-228-8368
Fax ... 41-756-2598

Service Invoice

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Invoice No.	SVI16846
Svc. Order No.	SVT0000129615
Order Date	02/19/21
Posting Date :	7/30/2021
Due Date :	8/29/2021

	IE-2419570	VALV PRO PSI,V	RESSURE TION 80/85 CO (982489)	1.00	34.02	34.02	0.00	0.00	34.02
					Total	1535.37		0.00	1,535.37

Co... t 6 Gasket at pump override door fallin SVQ2157-61

Re... Cleaned and reinstalled gasket with ... adhesive material.

Sa... Li...

Ty...	No.	Desc...	n	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
R...	AVIS	LAB		0.25	115.00	28.75	0.00	0.00	28.75
G/L	30700	ADH	E	1.00	6.20	6.20	0.00	0.00	6.20
G/L	20500	Shop	plies	1.00	2.30	2.30	0.00	0.00	2.30
					Total	37.25		0.00	37.25

C... t 6 Waterway swivel leaking (no step a SVQ21579-62

Re... on Removed and rebuilt waterway swi Reinstalled swivel and verified repair.

Sa... Li...

Typ...	No.	Desc...	n	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	IE-2311435	Kit, s HAL	uckle rebuild, 75' way/982289	1.00	96.87	96.87	0.00	0.00	96.87
R...	RT	FRE (982	CHARGES .334186)	1.00	35.00	35.00	0.00	0.00	35.00
Res...	MITHO	LAB		1.50	115.00	172.50	0.00	0.00	172.50
G/L	0500	Shop	plies	1.00	13.80	13.80	0.00	0.00	13.80
					Total	318.17		0.00	318.17

Co... la... t 67 Air intake boot broke - SVQ21579-

Re... n Installed new air intake boot at turb ...e.

Sa... Li...

Qty	No.	Desc...	n	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	IE-1221645	ELB	RUBBER,90 DEG	1.00	52.37	52.37	0.00	0.00	52.37
R...	STEDMAN	LAB		0.25	115.00	28.75	0.00	0.00	28.75
G/L	30500	Shop	plies	1.00	2.30	2.30	0.00	0.00	2.30
					Total	83.42		0.00	83.42

IN S VICE TO SERVE YOU
TEN- FIRE & SAFETY, LLC
290 OTH AVENUE DRIVE EAST
BR/ ENTON, FL 34203
Pho e No. 00-228-8368
Fax o. 41-756-2598

Service Invoice

Invoice No.	SVI16846
Svc. Order No.	SVT0000129615
Order Date	02/19/21
Posting Date :	7/30/2021
Due Date :	8/29/2021

C laint Cab lift pump - SVQ21579-64

Re ti n Replaced leaking cab lift pump ass ly. Cleaned oil from wiring and connectors. Tested and verified op ions. Pressure setting at 3000 psi.

S ce Line s

e	No.	Descr on	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
n	IE-2095767	PUM MAN /HYD,3000 PSI W/O IGH CAP/982086	1.00	1,033.80	1033.80	0.00	0.00	1033.80
esource	RT	FREI (982 CHARGES 332420)	1.00	30.99	30.99	0.00	0.00	30.99
	ANDERSON	LABC	1.00	115.00	115.00	0.00	0.00	115.00
	30500	Shop plies	1.00	9.20	9.20	0.00	0.00	9.20
				Total	1188.99		0.00	1,188.99

C int 69 Rear of cab step lights in-op

Re ution Replaced rear cab step lights and operation.

S ice Li

pe	No.	Desc n	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
	30700	MAX LIGI 324, MAXXIUM STEP 3190	2.00	43.12	86.24	0.00	0.00	86.24
source	DAVIS	LABC	0.50	115.00	57.50	0.00	0.00	57.50
ource	RT	FREI CHARGES	1.00	13.99	13.99	0.00	0.00	13.99
	30500	Shop	1.00	4.60	4.60	0.00	0.00	4.60
				Total	162.33		0.00	162.33

Co int Cab lock hoses weak

Re tion Removed and replaced cab lift to se.

S e Li s

e	No.	Desc n	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
source	DAVIS	LAB	0.50	115.00	57.50	0.00	0.00	57.50
	30500	Sho s	1.00	4.60	4.60	0.00	0.00	4.60
	30250	HOS DE - PIRTEK (AL- T00	1.00	111.59	111.59	0.00	0.00	111.59
				Total	173.69		0.00	173.69

Service Invoice

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Invoice No.	SVI16846
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Posting Date :	7/30/2021
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IN S ... O SERVE YOU
TEN ... FIR ... SAFETY, LLC
290 ... TH ... VENUE DRIVE EAST
BR/ ... NT ... N, FL 34203
Pho ... No. 800-228-8368
Fax ... 941-756-2598

C ... Fueled truck

R ... Fueled truck.

S ...

c	No.	Descri		Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
... ou	33600	DIES ... 7.9)	6.051 GAL(RR/CC-	1.00	129.95	129.95	0.00	0.00	129.95
					Total	129.95		0.00	129.95

C ... sol. leaking air

R ... Replaced retarder solenoid and ver ... air.

S ... n

c	No.	Descri		Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
... ou	30700	2955 ... SOL ... 7/21	VALVE ASSEMBLY- ... ETARDER/TKD-	1.00	415.75	415.75	0.00	0.00	415.75
... source	DAVIS	LABO		1.50	115.00	172.50	0.00	0.00	172.50
	30	Sho	... plies	1.00	13.80	13.80	0.00	0.00	13.80
					Total	602.05		0.00	602.05

F ... TEN-8 FIRE & SAFETY, LLC
2704 59TH AVENUE DRIVE EA
Bradenton, FL 34203

Total Amount	**$**	**50503.83**
Discount	**$**	**0.00**
Taxes	**$**	**0.00**
Balance Due	**$**	**50,503.83**

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: Kelly McGuire, Finance Director

Date: September 22, 2021

Subject: Property, Casualty, Liability & Workers' Compensation Insurance FY 21-22

Commission Goal: N/A

Introduction

This is a request to approve the purchase of insurance coverage brokered by Brown & Brown of Florida, Inc. (Brown & Brown), for property, inland marine, crime, auto physical damage, excess workers' compensation, crime, accidental death and dismemberment (police officers and firefighters), National Flood Insurance Program (NFIP) flood, pollution, professional liability (EMT's and paramedics), general liability (including law enforcement liability), Tenant and Users Liability insurance policy (TULIP) (special events), Cyber Liability, and Active Shooter Liability insurance, effective October 1, 2021.

Background

Marketing for property, casualty, liability, and workers' compensation insurance was conducted by the current insurance broker, Brown & Brown of Florida, Inc., as part of the ongoing contract. The Brown & Brown proposal represents responses from various insurance carriers.

Each year, the City's broker approaches the insurance market to find suitable carriers to insure the City's risks, taking into consideration the type of exposure to loss, availability of coverage, the City's loss record or claim history, and current market intelligence. Additional negotiation is conducted, considering the City's tolerance for risk, and measures in-place to prevent or minimize the impact of a loss, e.g., safety programs, drug-free workplace policy.

Discussion

The coverage and limits of insurance proposed mirror the current program. The insurance proposal presents coverage options to protect the risks known and/or

identified as exposed to potential loss by damage or destruction, illness or injury, and legal liability. The broker evaluates the proposed coverage, assessing the adequacy of coverage, the service capability of the carrier, the financial stability of the carrier and the cost to purchase coverage.

The proposal reflects a total premium of $1,021,109 for all lines of coverage mentioned in the introduction. The total cost is an overall increase of $93,380 (10.07%) from the current fiscal year. The change is a result of the following factors:
1) increase in property values of $7,352,251 due to property improvements, as well as additional buildings added to the insurance schedule;
2) property insurance rate increase (7.84%) due to overall market increases due to multiple named storms, wildfires, flooding, and other natural disasters in the past three years;
3) Workers' Compensation premium increase due to an increase in payroll (11.29%) which was the driving factor for the 11% Workers' Compensation premium increase; and
4) Cyber Liability is seeing an increase this year of $10,838 due to recent cyber-related attacks that have affected the market over the last 12 months. Due to the past events, all cyber carriers are reviewing their books of business and realizing that the premium that is currently being charged to policy holders is inadequate to the potential exposure.

Budget Impact

Funding for the insurance coverage noted above was included in the Fiscal Year 2021-2022 budgets of Fund 502-Workers' Compensation Fund and Fund 504-General Liability Insurance Fund.

Citizen Impact

By continuing to secure appropriate levels of insurance coverage, the City is better able to protect its financial resources, minimize impacts to City provided services, and prepare for both known and unknown losses.

Recommendation

Staff and the Insurance Program Committee recommend approval of the purchase of property, casualty, liability, workers' compensation and active shooter liability insurance through its broker Brown & Brown of Florida, Inc., effective October 1, 2021.

Attachments:

- 21-154 PCL&WC INSURANCE (PDF)
- Brown & Brown Proposal effective 10.1.2021 (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 9/15/2021

Claire Whitley, Assistant City Manager 9/16/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/16/2021

RESOLUTION NO. 2021-154

A RESOLUTION ACCEPTING PROPOSALS FOR THE PROVISION OF VARIOUS FORMS OF INSURANCE COVERAGE, INCLUDING PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, EXCESS WORKERS' COMPENSATION, CRIME, ACCIDENTAL DEATH AND DISMEMBERMENT (POLICE OFFICERS AND FIREFIGHTERS), NFIP FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS) INSURANCE COVERAGE, CYBER LIABILITY, AND ACTIVE SHOOTER LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record (Brown and Brown of Florida, Inc.) solicited proposals, and

WHEREAS, the City' s professional staff and its agent of record, Brown & Brown of Florida, Inc., evaluated the proposals received and determined the proposals for the coverage listed herein for $1,021,109 to be the best and most advantageous proposals for the City a copy of said proposals being attached hereto and incorporated herein by reference: including but not limited to Property, Inland Marine, Auto Physical Damage, Excess Workers' Compensation, Crime, Accidental Death and Dismemberment (Police Officers and Firefighters), NFIP Flood, Pollution, Professional Liability (EMT's and Paramedics), General Liability (including Law Enforcement Liability, Tenant and Users Liability (TULIP) (special events) insurance coverage,

Cyber Liability, and Active Shooter Liability insurance to be effective on October 1, 2021, to be placed with various insurance carriers, and

WHEREAS, the City Commission recognizes that there continues to be circumstances and situations in which the City, while properly exercising its governmental, corporate, and proprietary powers as provided by law, may have no other recourse but to assume contractual obligations providing for the indemnification of certain vendors, service providers, or other private parties, and

WHEREAS, the City Manager has confirmed that sufficient funds have been set aside and are available in Fund 504-General Insurance Fund and Fund 502-Workers Compensation Fund for FY 2021-2022 to defray the cost of the required premiums for the aforementioned policies of insurance, now therefore,

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

SECTION ONE. The City Commission accepts the proposals that have been submitted for the provision of various lines of insurance coverage including but not necessary limited to Property, Inland Marine, Auto Physical Damage, Excess Workers' Compensation, Crime, Accidental Death and Dismemberment (Police Officers and Firefighters), NFIP Flood, Pollution, Professional Liability (EMT's and Paramedics), General Liability (including Law Enforcement Liability, Tenant and Users Liability (TULIP) (special events) insurance coverage, Cyber Liability, and Active Shooter Liability insurance coverage to be effective on October 1,

2021, in consideration of the payment by the City of an annual total premium not-to-exceed $1,021,109.00.

SECTION TWO. The Mayor and/or City Manager are hereby authorized and directed to execute any and all necessary and appropriate contracts and related documents to effectuate the provision of said policies of insurance coverage with the various insurance carriers for the stated premium; and the Finance Director is authorized and directed to issue payment from Fund 504- General Insurance Fund and Fund 502-Workers' Compensation Fund in an amount not-to-exceed $1,021,109.00, as may be required by the terms and conditions of the aforesaid policies of insurance. Said policies, contracts and related documents are to be in a form that shall be reviewed and approved by the City Attorney prior to execution.

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

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

CITY OF ORMOND BEACH

INSURANCE PROPOSAL

Effective: 10/01/2021 – 10/01/2022

Presented By:

Don Sciotto
CRIS, ARM, MLIS, CCIP
Vice President

Steve Farmer
Executive Vice President
Profit Center Leader

300 North Beach Street
Daytona Beach, FL 32114

This summary contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control

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* ***All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.***

CLIENT SERVICE TEAM

PRODUCER	Don Sciotto, CRIS, ARM, MLIS Vice President
Email	DSciotto@bbdaytona.com
Phone	(386) 239-5755
PRODUCER / CONSULTANT	Steve Farmer Executive Vice President Profit Center Leader
Email	SFarmer@bbdaytona.com
Phone	(386) 239-7233
ACCOUNT MANAGER / TEAM LEADER	Patty Heiskell, AAI
Email	PHeiskell@bbdaytona.com
Phone	(386) 239-8834
CLAIMS ANALYST	Mitzi Sparks, ACA
Email	MSparks@bbdaytona.com
Phone	(386) 239-7278
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property Coverage:	Limits:
Building & Contents Total Insured Values – **Blanket**	$128,982,131
Boiler & Machinery	$100,000,000
Flood Limit – Per Occurrence and Aggregate (Excess of NFIP, whether purchased or not)	$5,000,000

2020 Blanket Limits	**$121,629,880**

Per Schedules on File with Agency and Carrier

Deductibles:	
Named Windstorm based on TIV per Occurrence/Per Location Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	3% $35,000
Equipment Breakdown Any One Occurrence	$25,000
Flood Any One Occurrence Except Property designated as being with Flood Zone A or Flood Zone V will have a Deductible equal to all flood insurance available for such Property under the NFIP, whether purchased or not.	$25,000
All Other Perils per occurrence Building, Contents & Extensions of Coverage	$25,000

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket subject to limits shown in policy declaration at time of loss

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefill or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

25% Minimum Earned Premium

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE:
Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

***Preferred* Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses the value to be insured.

Extensions of Coverage:	Limits of Coverage:
These limits do not increase any other applicable of liability, Deductible per terms of the Coverage Agreement	
Accounts Receivable	$500,000
Additional Expense	$1,000,000
Animals (Annual Aggregate)	$5,000
Business Income Loss	$500,000
Buildings Under Construction	If Shown on Property Schedule
Debris Removal per Occurrence (Whichever is Greater)	$250,000 / 25% of Loss
Demolition, Ordinance, and ICC	$500,000
Duty to Defend	Included
Errors and Omissions	$250,000
Expediting Expense	$5,000
Fire Department Charges	$25,000
Fungus Cleanup Expense (Annual Aggregate)	$50,000
Lawns, Plants, Trees and Shrubs	$25,000
New Locations up to 60 Days	$2,000,000
Personal Property of Employees	$50,000
Pollution Cleanup Expense (Annual Aggregate)	$50,000
Preservation of Property	$250,000
Professional Fees	$20,000
Property at Miscellaneous Unnamed Locations	$150,000
Recertification	$10,000
Service Interruption Coverage	$100,000
Transit	$250,000
Vehicle Property Coverage	$8,778,556
The brief description of coverage contained in this proposal is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.	

***Preferred* Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses the value to be insured.

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Coverage Agreement Forms List
Public Entity Coverage Agreement Conditions
Public Entity Property – Property and Inland Marine Coverage Form
Public Entity Property – Flood Coverage Form
Public Entity Property – Schedule of Deductibles
Public Entity Equipment Breakdown Protection Coverage Form
Public Entity – Muni Property Schedule
Claim Notice
Informational Contact
Minimum Earned Premium – 25%
Exclusions:
• War and Terrorism
• Biological or Chemical Materials
• Electronic Data / Electronic Data Recognition
• Asbestos
• Losses from Electrical Currents Artificially Generated (see form for exceptions)
• Earth Movement (see form for exceptions)
• Pollution
• Seizure or Destruction of Covered Property by Government Order
• Nuclear Reaction, Nuclear Radiation, or Radioactive Contamination
• Interference w/or interruption of utility if occurrence is away from covered location
• Unexplained or Mysterious Disappearance
• Shortage of property discovered by inventory
• Theft by employees
• Any criminal, fraudulent or dishonest acts committed alone or in collusion w/others
• Manufacturing or processing operations which result in damage to stock or materials
• Delay, loss of market, loss of use, indirect or remote loss or damage
• Wear & tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay
• Inherent vice, latent defect, or any quality that causes covered property to damage or destroy itself
• Smog, acid rain, agricultural smudging
• Smoke, fumes, gas, or vapor that results from industrial operations
• Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs, or ceilings, retaining walls, or outdoor swimming pools
• Animals, birds, vermin, rodents, or insects
• Change or extremes in temperature or humidity, except damage to equipment
• Contamination, shrinkage, change in taste, texture, finish or color
• Fungus
• Failure or Breakdown of Machinery (Separate form applies)
• Structures located in water

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Property Coverage:	Limits:
Scheduled Inland Marine	$2,094,752
Blanket Unscheduled Inland Marine ($25,000 Max Per Item)	$2,766,589
Total All Inland Marine	**$4,861,341**

2020 Inland Marine Limits	**$5,231,661**

Per Schedules on File with Agency and Carrier

Deductible:	
Per Occurrence	$25,000

Valuation:
Actual Cash Value (Replacement cost less depreciation)

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Public Entity Property – Property and Inland Marine Coverage Form
Minimum Earned Premium Endorsement – 25%
Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
Watercraft Excluded

Wright National Flood Insurance Company
National Flood Insurance Program

PROPOSED FLOOD COVERAGE

Client ultimately chooses value insured

Coverage is afforded only for direct loss by or from flood to the insured property.

Location and Description of Property:		Limits of Coverage: Building	Limits of Coverage: Business Personal Property	Premiums
22 S Beach St	A.	$500,000	$450,000	$4,086
OR	B.	$500,000	$500,000	$4,228
25 Riverside Dr	A.	$500,000	$300,000	$3,606
OR	B.	$500,000	$350,000	$3,776
364 S Atlantic Ave	A.	$500,000	$100,000	$2,833
OR	B.	$500,000	$150,000	$3,040
500 N Orchard St, Ste 400	A.	$500,000	$435,000	$2,302
OR	B.	$500,000	$456,800	$2,320

Location and Description of Deductibles	Deductibles: Building	Deductibles: Business Personal Property
1. 22 S Beach St (both options A&B)	$1,250	$1,250
2. 25 Riverside Dr (both options A&B)	$1,250	$1,250
3. 364 S Atlantic Ave (both options A&B)	$1,250	$1,250
4. 500 N Orchard St, Ste 400 (both options A&B)	$1,250	$1,250

Valuation:
General Property Form:
Actual Cash Value (Replacement Cost of the Property Less Depreciation)

Coverage is not provided for Ordinance or Law, Indirect Loss (including Business Income and Extra Expense), or Personal Property of Others.

AGREED VALUE ENDORSEMENT
(IF APPLICABLE)

Coverages Provided: The insurance company agrees to waive the Co-insurance Clause, thus eliminating your potential penalty for buying an inadequate amount of insurance to meet the co-insurance requirement.

OR

CO-INSURANCE EXAMPLES
(IF APPLICABLE)

The co-insurance clause is found in almost every property policy. It states that the insurance company will not pay the full amount of any loss if the covered property is, for whatever reason, covered for less than the required insurable value at the time of loss. Required insurable value equals the value of the covered property at the time of loss multiplied by the co-insurance amount.

Examples of Co-Insurance at 80%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 80,000	$60,000	$60,000
3) $100,000	$ 70,000	$60,000	$52,500 *

* Did (70,000) / Should (80,000) X Loss = 7/8 Paid

OR

Examples of Co-Insurance at 90%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 90,000	$60,000	$60,000
3) $100,000	$ 80,000	$60,000	$53,333 *

* Did (80,000) / Should (90,000) X Loss = 8/9 Paid

OR

Examples of Co-Insurance at 100%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 70,000	$60,000	$42,000 *

* Did (70,000) / Should (100,000) X Loss = 7/10 Paid

Preferred Governmental Insurance Trust

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:
Bodily Injury & Property Damage	N/A	Not Offered
Personal Injury Protection Statutory	N/A	Not Offered
Medical Payments	N/A	Not Offered
Uninsured Motorists (Non-Stacked)	N/A	Not Offered
Owned Physical Damage Comprehensive Collision	2	***ACV or Cost of Repair*** $25,000 Deductible $25,000 Deductible
Hired Physical Damage Comprehensive Collision	8	$35,000 Limit $25,000 Deductible $25,000 Deductible

Vehicles:	
2021 / Per Schedules on File (214 Units)	$ 8,778,566 Values
2020 / Per Schedules on File (206 Units)	$ 8,144,748 Values

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Coverage is in place for Physical Damage only; the following forms are only applicable as far as they apply to physical damage coverage. Please refer to the policy form for full explanation of coverage and terms
Public Entity Automobile Coverage Form
Public Entity Automobile Florida
Public Entity – Automatic Additional Covered Parties

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Preferred Governmental Insurance Trust

PROPOSED WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Estimated Annual Payroll:		
Class Code:	**Class Description:**	**Payroll:**
5506	Street or Road Construction	$577,958
5509	Street or Road Maintenance	$278,324
7520	Waterworks Operation	$1,315,410
7580	Sanitary or Sanitation	$1,396,987
7704	Firefighters	$3,247,151
7720	Police	$4,561,806
8380	Automobile Repair	$245,997
8601	Architect or Engineer	$1,091,573
8810	Clerical	$4,159,814
8820	Attorney	$318,717
9015	Buildings NOC	$0
9102	Parks NOC	$1,669,288
9410	Municipal NOC	$421,628
	2021 Total Payroll	**$19,284,653**
	2020 Total Payroll	***$17,654,071***

Part I Workers' Compensation:		
Bodily Injury by Accident	Each Accident	Statutory
Bodily Injury by Disease	Each Employee	Statutory

Part II Employers Liability:		
Bodily Injury by Accident	Each Accident	$1,000,000
Bodily Injury by Disease	Aggregate	$1,000,000
Bodily Injury by Disease	Each Employee	$1,000,000

Self-Insured Retention:	All Employees
Each Accident	$350,000
Each Employee for Disease	$350,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Public Entity Excess Workers' Compensation Coverage Form
25% Minimum Earned Premium Endorsement
Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

Illinois Union Insurance Company

PROPOSED LIABILITY COVERAGE INCLUDING PUBLIC OFFICIAL'S LIABILITY AND EMPLOYMENT PRACTICES LIABILITY

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Description of Liability Coverage:	Limits of Insurance
Coverage A: General Liability Occurrence Basis Each Occurrence Aggregate Excess of a Retained Limit	 $2,000,000 $2,000,000
Coverage C: Public Officials & Employment Practices Liability Each Claim Aggregate *Claims Made Basis: Retroactive Date* Excess of a Retained Limit	 $2,000,000 $2,000,000 *10/01/2013*

Self-Insured Retention:	
Coverage A: General Liability	$200,000
Coverage C: Public Officials Liability Employment Practices Liability	$200,000 $200,000

Treatment of Defense Costs: (Allocated Loss Adjustment Expense)	
Coverage A: General Liability	Included in Limits
Coverage C: Public Officials & Employment Practices Liability ***In Addition to the Limits; Subject to Separate Aggregate***	$2,000,000

Illinois Union Insurance Company

PROPOSED LIABILITY COVERAGE INCLUDING PUBLIC OFFICIAL'S LIABILITY AND EMPLOYMENT PRACTICES LIABILITY *(Continued)*

Higher limits may be available upon request

Forms, Endorsements and Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements and Exclusions as issued by ISO or Carrier
Common Conditions, Definitions and Exclusions
General Liability Coverage Part
Public Officials & Employment Practices Liability Coverage Part
Pesticide or Herbicide Applicator Coverage Endorsement; Description of Operations: Application of pesticide/herbicide as needed in the city by the city
Additional Insured – Specified by Written Contract
Contractual Liability Railroads: General Liability; Schedule: Florida East Coast Railway, L.L.C. Job Site: Property located at or near Ormond Beach, FL between Railway Mile Posts 103+2590 and 104+0172
Exclusion – Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
Exclusions – Data Risk & Cyber Liability
Service of Suit Endorsement
Trade or Economic Sanctions Endorsement
Chubb Producer Compensation Practices & Policies
OFAC Policyholder Disclosure
TRIA is Excluded unless specifically accepted for an additional premium charge

Liability Rating Basis:	2020 Exposures:	2021 Exposures:
Payroll	$17,747,305	$19,857,961
Full-Time Employees: Each	292	336
Part-Time Employees: Each	N/A	50
Professional Staff		
Lawyers: Each	3	3
Accountants: Each	1	1
Architects / Engineers: Each	4	4
EMTs and Paramedics: Each	45	47
Fire Department: Each	46	48
Police Officers: Each	66	69
Financials: Net Position FYE of previous year	$194,685,981	$198,185,939

Travelers Casualty and Surety Company of America
Policy Period 10/1/2021 to 10/1/2024

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Government Crime Coverage Form:	Single Loss Limits	Single Loss Retention
Employee Theft – Per Loss	$500,000	$10,000
Forgery/Alteration	$500,000	$10,000
Computer Fraud	$500,000	$10,000
Funds Transfer Fraud	$500,000	$10,000
Claims Expense	$5,000	$0
Telecommunications Fraud	$100,000	$10,000
Social Engineering Fraud	$100,000	$10,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Removal of Short-Rate Cancellation Endorsement
Commercial Crime Coverage Form – Discovery
Government Entity Crime Endorsement: Excluding Coverage for Treasurers and Tax Collectors
Government Entity Crime Endorsement: Faithful Performance of Duty
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
Amendatory Endorsement for Certain ERISA Considerations
Telecommunication Fraud Insuring Agreement Endorsement
Social Engineering Fraud Insuring Agreement Endorsement
Florida Changes Endorsement
Florida Cancellation or Termination Endorsement
Replace Exclusion BB. Endorsement: *"The Crime Policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan."*

Federal Insurance Company (Chubb Group)
10/01/2020 to 10/01/2022

PROPOSED STATUTORY ACCIENTAL DEATH AND DISMEMBERMENT COVERAGE

Eligibility By Class:	Principal Sum
Class 1: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) and Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.	
Principal Sum: Line of Duty Coverage	* $75,000
Additional:	
Fresh Pursuit Coverage	* $150,000
Unlawful and Intentional Death & Dismemberment Coverage	* $225,000
Time Period for Loss from date of covered accident	365 Days
✸ Amount increases on July 1st of each year as required under Florida Statute 112.19(j) and 112.191(i)	

Accidental Death and Dismemberment (Benefit Amounts are Percentage of Principal Sum):	
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%

Rating Basis:	Exposures:
2020 Full-Time Police Officers	66
2020 Full-Time Firefighters	46
2 Year Policy on Annual Installments	No Change for 2021

Federal Insurance Company (Chubb Group)
10/01/2020 to 10/01/2022

PROPOSED STATUTORY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE *(Continued)*

Additional Benefits:	
Child Care Benefit Maximum Benefit Period:	$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage To age 13 for each Surviving Dependent Child
Child Education Benefit Benefit Amount: Maximum Benefit Period:	$2,000 per year Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage 4 years
Continuation of Insurance Expense Benefit Benefit Maximum: Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	$5,000 per year Unlawful/Intentional Death & Dismemberment Coverage 5 Years
Funeral and Burial Expense Benefit Benefit Amount:	$1,000 Unlawful/Intentional Death & Dismemberment Coverage
Spouse Education Benefit Benefit Amount: Maximum Benefit Period:	$2,000 Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage 3 Years

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Statutory Accidental Death and Dismemberment Coverage
Owned Aircraft, Leased Aircraft or Operated Aircraft Exclusion
Aircraft Pilot or Crew Exclusion
Trade Sanctions
Disease or Illness Exclusion *(does not apply to Occupational Condition)*
Suicide or Intentional Injury Exclusion
Incarceration Exclusion
War Exclusion
Services in the Armed Forces Exclusion
Specialized Aviation Exclusion *(flight on a rocket propelled or rocket launched aircraft)*

Evanston Insurance Company

PROPOSED PROFESSIONAL LIABILITY COVERAGE

Higher limits may be available upon request

Professional Liability Coverage Claims Made	
Each Claim	$1,000,000
Annual Aggregate	$3,000,000
Deductible: Each Claim	**$5,000**
Retroactive Date:	***5/1/1998***

Defense Expense Included in the Limits of Liability

Rating Basis:	Exposures:
2021 Professionals – Full Time	47
2021 Patient Encounters for next 12 months	5,000
2020 Professionals – Full Time	45
2020 Patient Encounters for next 12 months	4,119

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
MESM 5100 02 20 Common Policy Conditions;
MESM 5010 02 20 Specified Medical Professions Professional Liability Insurance Coverage Part
MEIL 5229 09 10 Longer Duration Extended Reporting Period Availability
MIL 1214 09 17 Trade or Economic Sanctions
MESM 2147 05 20 Changes - Multiple Insureds, Claims And Claimants
MPIL 1083 04 15 US Treasury Dept Office of Foreign Assets Control
MPIL 1007 01 20 Privacy Notice
MEIL 1200 02 20 Service of Suit
MESM 2074-FL 11 12 Consent to Settlement - Florida
MPIL 1006-FL 01 10 Florida Policy Holder Notice
MESM 2057 08 15 Sexual Acts Liability Endorsement
MESM 2083 01 11 Health Insurance Portability and Accountability Act (HIPAA) - Civil Monetary Penalty Endorsement
MESM 2098 04 14 Good Samaritan Endorsement
MESM 2117 11 16 Subpoena and Deposition Assistance Supplementary Coverage
MESM 2118 11 16 Trial Assistance Supplementary Coverage
Extended Reporting Period (bi-lateral): 12/24/36 months at 150%/175%/200% of the total annual premium, respectively. Up to 7 years Extended Reporting Period available: See Endorsement MEIL 5229 09 10
Fees are Fully Earned
No Flat Cancellations
MEIL 5200-25% 07 04 Minimum Earned Premium Endorsement

Scottsdale Insurance Company

PROPOSED TENANT USER'S LIABILITY COVERAGE (TULIP)

Higher limits may be available upon request

Special Events Liability Coverage:	Limits:
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
Damages to Premises Rented to You	$100,000
Medical Expense (Any One Person)	$5,000
General Aggregate	**$2,000,000**
Products & Completed Operations Aggregate	**$2,000,000**
Deductible:	
Per Claimant as respects Bodily Injury, Property Damage, Advertising Injury & Personal Injury Including Loss Adjustment Expense	$500
Forms, Endorsements, Exclusions include (but are not limited to):	
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier	
Commercial General Liability Coverage Form	
Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision Permits or Authorizations Relating to Premises	
Bodily Injury, Property Damage, Personal and Advertising Injury Liability Deductible Endorsement (per Claimant)	
Florida Policyholder Notice	
Claim Reporting Information	
Policyholder Disclosure - Notice Of Terrorism Insurance Coverage	
Common Policy Conditions	
Cancellation and Nonrenewal-Florida	
Manuscript Endorsement (see page 24)	
Limitation of Coverage to Designated Premises, Project or Operation	
Amendment of Insured Contract Definition	
Amendment to Other Insurance Condition	
Contractors Special Conditions	
Minimum Earned Cancellation Premium 25%; Minimum & Advance Premium 100%	
Amendment of Nonpayment Cancellation Condition	
Premium Audit	
Service of Suit Clause	
Exclusion-Access or Disclosure of Confidential or Personal Information and Data- Related Liability-With Limited Bodily Injury Exception	
Exclusion-Designated Professional Services	
Communicable Disease Exclusion	
Employment-Related Practices Exclusion	
Fungi or Bacteria Exclusion	
Exclusion of Certified Acts of Terrorism	
Exclusion - All Hazards in Connection with an Electronic Smoking Device, Its Vapor, Component Parts, Equipment and Accessories	
Total Liquor Liability Exclusion	
Assault and / or Battery Exclusion	
Known Injury or Damage Exclusion-Personal and Advertising Injury	
Hydraulic Fracturing Exclusion	
Aircraft Exclusion	
Nuclear Energy Liability Exclusion Endorsement	
Asbestos Exclusion	
Lead Contamination Exclusion	
Punitive Or Exemplary Damage Exclusion	

Scottsdale Insurance Company

PROPOSED TENANT USER'S LIABILITY COVERAGE (TULIP) *(Continued)*

Higher limits may be available upon request

Location Schedule:
Ames Park 173 South Beach
Arroyo Oaks Park NW Corner Of Arroyo Parkway & Ridgewood Avenue
Cassen Park SW Corner Of Granada Bridge
Central Park II 701 Hammock Lane
Dix Riverfront Park East End Of Dix Ave On Halifax River
Fortunato Park Ne Corner Of Granada Bridge
Granada Fishing Pier SW Corner Of Granada Bridge
Granada Ocean Front Park Ne Corner Of Granada Boulevard & Ocean Shore Blvd
Halifax Park Between John Anderson Drive And Halifax River, Opposite West End Of Halifax Drive
Hospital Gardens Park Corner Of Nova Road And Kings Road
Huguenot Park East End Of Melrose Avenue Between North Beach Street and The Halifax River
Indian Mound Park NW Corner Of Mound Avenue And South Beach Street
Neptune Park Between John Anderson Drive And Halifax River
Optimist Park 700 Hull Road
Ormond Parkway Park Between Ormond Parkway And Halifax River, Opposite Ormond Parkway
Plaza Grande Park Plaza Grande, Between Riviera Park And Riviera Hotel
River Bridge Gardens Park Ne Corner Of Granada Bridge
Riviera Park South Beach Street At South City Limits
Santa Lucia Park East End Of Santa Lucia Avenue Between Oak Forest Drive And The Halifax River
Vander Park Seminole Avenue Between Carib Drive And Seton Trail Adjacent To Hillside Cemetery
Woodmere Park Corner Of Sanchez Avenue And North Ridgewood Avenue
Central Park III 700 Hammock Lane
O B Middle School Park Domicillo Avenue, Leased Property From School Board
Osceola School Park Osceola Avenue, Leased Property From School Board
Sanchez Park West End Of Sanchez Avenue, East Of Strickland Creek
South Ormond Neighborhood Park 176 Division Avenue
Central Park I 601 Felming Avenue
West Ormond Park Ne Corner Of Sr 40 & Proposed Extension Of Airport Road
Nova Community Park 440 North Nova Road
Ormond Beach Sports Complex 700 Hull Road
Casements Campus 25 Riverside Road
• Casements Cultural Enrichment Center
• Rockefeller Park And Gardens (Across From Casements)
• Ormond Beach Tennis Center (Adjacent To Casement)

Scottsdale Insurance Company

PROPOSED TENANT USER'S LIABILITY COVERAGE (TULIP) *(Continued)*

Higher limits may be available upon request

Location Schedule:
Special Use Sites
• City Hall Plaza 22 South Beach Street
• Memorial Gardens Park 78 East Granada Boulevard
• Ormond Memorial Art Museum 78 E Granada Boulevard
• O B Performing Arts Center 399 North Us #1
• Riverbend Nature Park Airport Rd
• Senior Citizens Center 351 Andrews Street
• Senior Citizens Center Annex And Shuffleboard Courts 194 West Granada Boulevard

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. B

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

EVENT	ATTENDEES	FLAT CHARGE PER DAY
ANNIVERSARY PARTY	1-75	$40.00
ART/CRAFT SHOW	76-175	$60.00
AUCTION	176-260	$85.00
AUTO SHOW	261-350	$110.00
BABY SHOWER	351-450	$135.00
BINGO	451-600	$160.00
BIRTHDAY PARTY		
CONVENTION		
DANCE (OVER AGE 21)		
EASTER EGG HUNT		
EXHIBITION		
FUNERALS		
MEETINGS (INCLUDING MEMORIAL SERVICE)		
PAGEANT		
PICNIC		
RECITAL (MUSIC, DANCE, SINGING)		
REUNION (FAMILY & SCHOOL)		
SEMINAR		
SPEAKING ENGAGEMENTS		
TALENT SHOW		
THEATRICAL PERFORMANCES		
TRADE SHOW		
WALK-A-THON		
WEDDING AND/OR RECEPTION		

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL

EVENT	ATTENDEES	FLAT CHARGE PER DAY
ANIMAL SHOW (CAT/DOG)	1-140	$60.00
BANQUET AND COMMUNION	141-200	$85.00
CONCERT (OTHER THAN	201-285	$110.00
ALTERNATIVE, ROCK, HIP HOP,	286-350	$135.00
HEAVY METAL, RAP, GOTHIC)		
FISHING TOURNAMENT	351-425	$160.00
REUNION	426-500	$185.00
RUMMAGE SALE	501-600	$210.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

EVENT	ATTENDEES	FLAT CHARGE PER DAY
MARTIAL ARTS EVENT	1-115	$60.0
	116-175	$85.00
	176-230	$110.00
	231-290	$135.00
	291-350	$160.00
	351-400	$185.00
	401-500	$210.00
	501-600	$235.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. C

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

SUBMIT INFORMATION FOR APPROVAL/PRICING TO AGENT

ANY EVENT NOT LISTED IN RATE SCHEDULE
ATHLETIC/SPORT EVENTS OR PRACTICES
BOAT RACE
CARNIVAL/CIRCUS
CONCERT
DANCE FOR UNDER AGE 21
FAIR
FESTIVAL
FIREWORKS DISPLAY
FIREWORKS STAND
FUND RAISER
GRAUDUATION CEREMONY
GRADUATION PARTY
HEALTH FAIR
HOCKEY (ICE OR ROLLER)
HOT AIR BALLOONING
MEDICAL TESTING
MOTOR VEHICLE EVENTS
PARADES
POLICTICAL PARTY
RENAISSANCE FESTIVALS
ROAD RALLY
SOAPBOX DERBY

PROHIBITED EVENTS
BUNGEE JUMPING
CONCERT-ALTERNATIVE, HARD ROCK, HIP-HOP, HEAVY MENTAL, RAP, GOTHIC
FRATERNITY PARTY
GUN SHOWS
HORSEBACK RIDING
MUNICIPALITY SPONSORED EVENTS
PAINTBALL GAME
PROFESSIONAL OR SEMI-PROFESSIONAL ATHLETIC EVENTS
PRO-CHOICE AND/OR RIGHT-TO-LIFE RALLY
SCHOOL SPONSORED EVENTS
SCUBA DIVING EVENT
SORORITY EVENT
SKYDIVING EVENT
WAR GAME
WRESTLING MATCH

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. D

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED TO THE FOLLOWING:

THIS POLICY APPLIES ONLY TO SPECIFIC EVENTS HELD AT LOCATION OWNED BY THE CITY OF ORMOND BEACH AND SCHEUDLE OF ENDT A, HELD BY A DESIGNATED PERMITTEE OR LICENSEE, AND FOR WHICH A PREMIUM HAS BEEN PAID.

A DESIGNATED PREMITTEE OR LICENSEE IS ONE WHO HAS BEEN RECORDED WITH THE CITY OF ORMOND BEACH AS A RENTER OF FACILITIES OWNED BY THE CITY OF ORMOND BEACH FOR A SHORT-TERM EVENT

PYROTECHNICIANS ARE SPECIFICALLY ECLUDED FROM ALL LIABILITY COVERAGE UNDER THIS POLICY.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING OUT OF THE USE OF A SKATEBOARD TRAIL OR FACILITY IS EXCLUDED.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING FROM ANY PERSON WHILE HORSEBACK RIDING IS EXCLUDED.

ALL OEPRATIONS OF AMUSEMENT RIDES MUST PROVIDE THE INSURED WITH AT LEAST $1,000,000 LIABILITY CERTIFICATE OF INSURANCE WITH A "BEST" RATING OR B+ OR BETTER INSURANCE COMPANY.

IN CONSIDERATION OF THE COVERAGE EXTENDING FOR THIS RISK, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM CHARGED, SHALL BE A DEPOSIT, AND SHALL BE ADJUSTED FOR THE 12 MONTHS EXTENSION RATE SCHEDULE (ENDT B)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LICENSEES AND PREMITTEES ARE RESPONSIBLE FOR THE PAYMENT OF THE $250 DEDUCTIBLE.

HSB Special Insurance Company

PROPOSED CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Cyber Coverage: ***Claims Made and Reported***	**Limits:**
First Party Coverage:	
Notification Costs	$1,000,000
Breach Costs	Outside the limits
Business Interruption Waiting Period	$1,000,000 0 Hours
Contingent Business Interruption	$1,000,000
Data Recovery	$1,000,000
Extortion / Ransomware	$1,000,000
Bricking (Hardware damage beyond repair)	$1,000,000
Third Party Coverage:	
Network Security and Privacy Liability	$1,000,000
PCI Fines or Penalties	$1,000,000
Regulatory	$1,000,000
Media Liability	$1,000,000
Cyber Crime:	
Computer Fraud	$250,000
Funds Transfer Fraud	$250,000
Social Engineering	$250,000
Policy Aggregate Limit:	**$1,000,000**
Retention Each Claim:	**$10,000**

Rating Basis:	**2020 Exposure**	**2021 Exposure**
Financials: Net Position FYE of previous year	$194,685,981	$198,185,939

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
HSB Specialty Insurance Company Cyber Insurance Claims Made Policy Form

Certain Underwriters at Lloyds, London (Hiscox)

PROPOSED ACTIVE SHOOTER LIABILITY COVERAGE

Higher limits may be available upon request

Active Shooter and Malicious Attack Property and Liability Coverage:	Limits:
Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000
Sub-limits (part of / not in addition to the limits)	
Additional Security Measures	$250,000
Counseling	$250,000
Public Relations	$250,000
Miscellaneous Crisis Management Expenses	$250,000
Medical Payments and Funeral Expenses	$1,000,000

Deductibles:	
Each Occurrence	$0
Waiting Period	None

Active Shooter Rating Basis:	
2019 Total Insurable Values (Used in 2020 Policy)	$116,795,216
2021 Total Insurable Values	$128,738,231

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
General Terms and Conditions
Active Shooter and Malicious Attack Property and Liability Coverage form
Lloyd's Syndicate (33) Endorsement
Premium Payment Clause (Reinsurance)
Service of Suit Endorsement
Florida Amendatory Endorsement
Policyholder Disclosure Notice of Terrorism Insurance Cover

Crum & Forster Specialty Insurance
Policy Period: 4/29/2021-4/29/2022

PROPOSED STORAGE TANK POLLUTION LIABILITY

Higher limits may be available upon request

Storage Tank Pollution Liability:	Limits:
Policy Aggregate	$2,000,000
Each Confirmed Release	$1,000,000
Defense Expense Aggregate	$1,000,000

Schedule of Storage Tanks, Showing Deductible by Location:

Site	Tank Type	Install Year	Capacity (Gallons)	Deductible	Retroactive Date
Water Plant	AST	2004	6,000	$5,000	4/29/2014
Water Plant	AST	2008	5,200	$5,000	4/29/2014
Rima Ridge Well Site	AST	1990	2,000	$5,000	4/29/2014
Public Works	UST	1990	12,000	$50,000	7/8/2021
Public Works	UST	1990	12,000	$50,000	7/8/2021
Public Works	AST	2017	6,000	$5,000	7/8/2021

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Storage Tank Pollution Policy
Deductible Endorsement
Mandatory Notice Of Voluntary Removal Or Replacement Of Underground Storage Tanks System
Covered Storage Tank Coverage Endorsement
Aboveground Storage Tank Pollution Condition Definition Amendatory Endorsement
Loading Or Unloading Coverage Endorsement
Financial Responsibility Certificate Of Insurance – FL
Schedule Of Forms And Endorsements
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders
Privacy Notice
Emergency Response Hotline
Notice Of Loss All
Claims Reporting
Service Of Process Clause
Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States

American Alternative Insurance Corporation; American Commerce insurance Co.
National Indemnity Company of the South; Tokio Marine America Insurance Co.
Policy Period: 08/24/2021 to 08/24/2022

PROPOSED DRONE HULL & LIABILITY COVERAGE

Client ultimately chooses limits of liability and values insured

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial Liability:	Limits of Coverage:
Bodily Injury & Property Damage Liability Each Occurrence	$1,000,000
Passenger Liability	Excluded
Passenger War Liability	Included
Third Party War Limit: Annual Aggregate	$1,000,000
Fire Legal Liability	$100,000
Medical Limit	$5,000
Non-Owned Liability: Any Unmanned Aircraft less than 55 lbs Including Third Party War: Annual Aggregate Medical Limit	$1,000,000 $1,000,000 $5,000
Deductible:	***N/A***

Hull Physical Damage Coverage:	Limits of Coverage:
Hull Value – Scheduled DJI Innovations Mavic 2 Zoom Serial # OM6CH8CRA0A1JPV	$1,792
Hull Deductible In Motion per Occurrence Not in Motion per Occurrence	 5% 5%

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)
Electronic Data Event Liability Exclusion
Additional Insured
Amendment of Defined Terms
Electronic Date Recognition Exclusion Limited Coverage
Liability for Sale of Aircraft, Aircraft Parts or Services
Premises Coverage
Fire Legal Liability
Expanded Contractual Liability Endorsement
TRIA Disclosure; Terrorism Risk Insurance Act 2002: Included
Florida Amendatory
The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.
The insured value of any newly acquired aircraft or any scheduled aircraft modified during the policy period is subject to the Maximum Insured Value Limit which shall be the highest insured value of any scheduled aircraft insured at the time such newly acquired aircraft is acquired or such modified scheduled aircraft is modified.

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures:	Expiring:	Renewal:
Property Values	$121,629,880	$128,982,131
Inland Marine Values	$5,231,661	$4,861,341
Vehicle Values	$8,144,748	$8,778,556
Payroll - Police & Fire	$6,478,350	$7,808,957
Payroll - All Other	$11,091,715	$11,475,696
Staff: Full Time Equivalent	292	361
Net Position FYI of Previous Year	$194,685,981	$198,185,939

Premiums:	Expiring:	Renewal:
Package: Property, Boiler, Excess Flood	$ 567,464.00	$ 611,971.00
Package: Inland Marine (EDP, Equipment)	$ 20,389.00	$ 18,501.00
Package: Auto Physical Damage	$ 9,593.00	$ 11,843.00
Package: Excess Workers' Comp - $350K SIR	$ 81,670.00	$ 90,893.00
Package Sub-total	**$ 679,116.00**	**$ 733,208.00**
Excess Liability: GL, POL, EPLI	$ 153,411.00	$ 174,421.00
Terrorism	$ 5,725.00	$ 7,419.00
Fees / Surcharges / Taxes	$ 35.00	$ 35.00
Active Shooter Liability	$ 8,500.00	$ 9,400.00
Fees / Surcharges / Taxes	$ 35.00	$ 35.00
Government Crime, ERISA (1st yr of 3yr Pol)	$ 3,192.00	$ 3,225.00
Fees / Surcharges / Taxes	NA	NA
AD&D w/OUT Temporary Total Disability	$ 3,223.00	$ 3,223.00
Fees / Surcharges / Taxes	NA	NA
Professional Liability - EMTs & Paramedics	$ 22,286.00	$ 25,818.00
Fees / Surcharges / Taxes	$ 100.00	$ 250.00
TULIP Reporting Form / Deposit Premium	$ 10,000.00	$ 10,000.00
Terrorism	$ 500.00	$ 500.00
Fees / Surcharges / Taxes	$ 35.00	$ 100.00
Cyber Liability *(1mil Limit; 10K SIR)*	$ 7,150.00	$ 18,138.00
Fees / Surcharges / Taxes	$ 250.00	$ 100.00
NFIP Flood ***(Option A; See Proposal Pg for B)***		
22 South Beach Street	$ 3,679.00	$ 4,086.00
25 Riverside Drive	$ 3,250.00	$ 3,606.00
364 South Atlantic Avenue	$ 2,559.00	$ 2,833.00
500 North Orchard Street #400	$ 2,273.00	$ 2,302.00
Monoline Coverages Sub-total	**$ 226,203.00**	**$ 265,491.00**
Consulting Fee	***$ 22,410.00***	***$ 22,410.00***
Total Premium	**$ 927,729.00**	**$ 1,021,109.00**

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION *(Continued)*

Other Coverage at Different Eff. Dates	Renewal:
Tank Pollution w/Crum & Forster Specialty Eff: 4/29/21-22	$ 6,342.00
Drone Hull & Liability Coverage Eff: 8/24/21-22	$ 707.00

PAYMENT PLAN OPTIONS

Line of Coverage:	Carrier:	Billing:	Payment Option:
Prop, IM, Auto PD, Work Comp	Preferred	Agency	• Annual premium is due in full. OR • 50% Down; 25% in 75 days; 25% in166 days
GL POL EPLI	Illinois Union	Agency	• Annual premium is due in full.
Crime	Travelers	Agency	• Annual premium is due in full.
AD&D	ACE	Agency	• Annual premium is due in full.
Professional	Evanston	Agency	• Annual premium is due in full.
TULIP	Scottsdale	Agency	• Annual deposit is due in full. • Monthly report is due on the 5th of each month.
Cyber	HSB Specialty	Agency	• Annual premium is due in full.
Flood	Wright	Direct	• Annual premium is due in full • Invoices generated directly by carrier

A premium finance agreement is available upon request.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

SUBJECTIVITIES OF BINDING

Line Of Coverage:	Carrier:	Subjectivities:
Prop, IM, Auto PD, Excess Work Comp	Preferred	• Signed signature page upon binding • Signed SIR signature page upon binding; verification that TPA information is correct on the this page.
GL POL EPLI	Illinois Union	• Completed, Signed and Dated Public Entity Retained Limits Application With All Materials Requested Therein • Signed Terrorism Letter • Signed And Completed TPA Form
Crime	Travelers	• None At This Time
AD&D	ACE	• None At This Time
Professional	Evanston	• Signed Carrier Specific Application • Signed Tria Form Indicating Election/Rejection • Signed Non-Admitted Carrier Disclosure Form • Please Confirm Total Emt/Paramedic Count And Number Of Firefighters Who Will Provide The Emt/Paramedic Services. Prior Year Submissions Gave Breakouts Of All 3.
TULIP	Scottsdale	• Signed Tria Form Indicating Election/Rejection • Signed Non Admitted Carrier Disclosure Form • Signed Endorsements A-D Referencing Approved Events; Excluded Events And Rates For Each Type Of Event • Reporting Form: Monthly; Due By The 5th Of Each Month And Should Be In Excel Format & Include Date(S) Of Event, Type Of Event, # Of Attendees • Events Outside Of The Granted Authority Must Be Submitted For Prior Approval & Pricing In Order For The Events To Be Covered
Cyber	HSB Specialty	• Coverage presented is subject to the carrier's fully completed, signed and dated application prior to binding coverage.
Flood	Wright	• Premium due upon receipt of invoice from carrier directly. No grace period given. • Options A & B are offered in the renewal invoice. Those options are indicated on the proposal page.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to loW. rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***	Prop, IM, Auto PD, Work Comp	Preferred Governmental Insurance Trust	Not Rated	
**	GL POL EPLI	Illinois Union Insurance Company	A++	XV
	Crime	Travelers Casualty and Surety Company of America	A++	XV
	AD&D	ACE American Insurance Company	A++	XV
**	EMT / Paramedic PL	Evanston Insurance Company	A	XV
**	TULIP	Scottsdale Insurance Company	A+	XV
**	Cyber	Certain Underwriters at Lloyds of London	A	XV
**	Cyber	HSB Specialty Insurance Company	A++	X
	Flood	Wright National Flood Insurance Company	A-	VI
**	Active Shooter	Certain Underwriters at Lloyds London	A	XV

***** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.***

****** Preferred Governmental Insurance Trust is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However, Preferred Governmental Insurance Trust's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company of payment of claims.***

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida, Inc. – Daytona Beach, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown attempted to present other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company, but we were unable to secure such a quote.

- Insurance coverage is being placed through Preferred Governmental Insurance Trust, which is currently not rated by A.M. Best Company.

- The financial condition of insurance companies may change rapidly and that such changes are beyond the control of Brown & Brown.

- You have had the ability to review the financial information for this carrier as found in one or more of the following sources: a state department of insurance website, A.M. Best Company website, carrier or a carrier website.

- You have had an opportunity to consider the information provided regarding your insurance quote and insurance placement and review it with your accountants, legal counsel and advisors.

Named Insured:	**City of Ormond Beach**
Policy Number:	**To Be Determined**
Policy Period:	**10/01/2021 to 10/01/2022**
Date of Notice:	**Date of the proposal**

*** A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to low. rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

NON-ADMITTED CARRIER DISCLAIMER STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Ormond Beach

Named Insured

Signature of Insured's Authorized Representative **Date**

Evanston Insurance Company

Name of Excess and Surplus Lines Carrier

Professional Liability (EMT/Paramedic)

Type of Insurance

10/01/2021

Effective Date of Coverage

Don Sciotto

Producing Agent Name

NON-ADMITTED CARRIER DISCLAIMER STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Ormond Beach

Named Insured

Signature of Insured's Authorized Representative **Date**

Scottsdale Insurance Company

Name of Excess and Surplus Lines Carrier

Special Events Liability (TULIP)

Type of Insurance

10/01/2021

Effective Date of Coverage

Don Sciotto

Producing Agent Name

NON-ADMITTED CARRIER DISCLAIMER STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Ormond Beach

Named Insured

Signature of Insured's Authorized Representative **Date**

Illinois Union Insurance Company

Name of Excess and Surplus Lines Carrier

Excess Liability: GL POL EPL

Type of Insurance

10/01/2021

Effective Date of Coverage

Don Sciotto

Producing Agent Name

NON-ADMITTED CARRIER DISCLAIMER STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Ormond Beach

Named Insured

Signature of Insured's Authorized Representative **Date**

☐ Certain Underwriters at Lloyds of London **OR**

☐ HSB Specialty Insurance Company

Name of Excess and Surplus Lines Carrier

Cyber Liability

Type of Insurance

10/01/2021

Effective Date of Coverage

Don Sciotto

Producing Agent Name

NON-ADMITTED CARRIER DISCLAIMER STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Ormond Beach

Named Insured

Signature of Insured's Authorized Representative **Date**

Certain Underwriters at Lloyds of London

Name of Excess and Surplus Lines Carrier

Active Shooter Liability

Type of Insurance

10/01/2021

Effective Date of Coverage

Don Sciotto

Producing Agent Name

APPENDIX

Preferred Governmental Insurance Trust
Excess Insurance Structure

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preferred Governmental Insurance Trust
MUNICIPALITY EXCESS INSURANCE STRUCTURE 21-22

<table>
<tr><td rowspan="2">Statutory Limits</td><td colspan="2">All Property Insured by Trust
$340,000,000 Total Limit</td><td colspan="2"></td><td colspan="4"></td></tr>
<tr><td colspan="2">Arch Specialty
Chubb European Group
Convex
Endurance UK
Evanston
Everest Indemnity
First Specialty
Ironshore Specialty
Lancashire
Landmark American
Lexington Insurance Company
Lloyds
RSUI
Starr Surplus lines
$140,000,000
(Excess over Tower 1 & Tower 2)</td><td>$2,000,000</td><td>$1,000,000</td><td colspan="4">Higher Limits Available
$1,000,000 Per Occurrence Limit</td></tr>
<tr><td>Arch Insurance Company</td><td colspan="2"></td><td rowspan="4">Indian Harbor Insurance Co.</td><td rowspan="5">Beazley</td><td rowspan="4">Princeton Excess & Surplus Lines Insurance Co.</td><td rowspan="4">Princeton Excess & Surplus Lines Insurance Co.</td><td rowspan="4">Princeton Excess & Surplus Lines Insurance Co.</td><td rowspan="4">Princeton Excess & Surplus Lines Insurance Co.</td></tr>
<tr><td>$1,000,000

Great American E&S Ins. Co.</td><td colspan="2"></td></tr>
<tr><td rowspan="2">$1,000,000
Retention</td><td>$100,000,000
Arch Specialty
Aspen Specialty
AWAC
Beazley
Chubb Europe
Endurance UK
Endurance US
HDI Global
Houston Specialty
Independent Specialty
Interstate Fire
International General
Landmark American
Lexington
Liberty Specialty
Lloyds
Starr Surplus
Westchester

(Tower 1)</td><td>$100,000,000
Arch Specialty
Aspen Specialty
AWAC
Berkshire Hathaway
Convex
Endurance UK
Endurance US
Everest
First Specialty
Houston Specialty
Independent Specialty
Interstate Fire
Lancashire
Landmark American
Lexington
Liberty Specialty
Lloyds
Starr
StarStone
Westchester
(Tower 2)</td></tr>
<tr><td>$25,000 Retention</td></tr>
<tr><td>Workers' Compensation</td><td colspan="2">Property
Inland Marine and Automobile PD</td><td>Cyber Liability</td><td>Active Assailant</td><td>Automobile Liability</td><td>General Liability</td><td>Law Enforcement Liability</td><td>Public Officials & Employment Practices</td></tr>
</table>

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review
/ Accounting / Issuance of Preferred Coverage Agreements /
Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:
Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment.

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

RELATED INFORMATION

Compensation: If we are being compensated upon a fixed dollar amount or fixed percentage fee (meaning that the contract specifies our compensation and states anywhere in the document that additional compensation will not be paid to us or any other party) any additional compensation to us or any other party, including wholesale brokers or third-party intermediaries, is strictly prohibited. Likewise, if our contract sets compensation based upon a fixed dollar amount or fixed percentage fee and the contract specifies that additional compensation shall be credited to the insured, any additional compensation to any party, including brokers, wholesale brokers or third-party intermediaries, must be promptly returned to you. If our contract is not based upon such fixed fee terms, no owned or affiliated party, including brokers, wholesale brokers or third-party intermediaries, may accept any type of compensation without full disclosure by the undersigned broker to you of the dollar amount or percentage of compensation prior to binding your coverage.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: http://www.bbinsurance.com/customerinquiry.shtml.

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is $100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or $300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

Symbol	Description
1	***Any Auto.***
2	***Owned Autos only.*** Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	***Owned private passenger autos only.*** Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	***Owned autos other than private passenger autos only.*** Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	***Owned autos subject to no-fault.*** Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	***Owned autos subject to a compulsory uninsured motorists law.*** Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	***Specifically Described Autos.*** Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	***Hired Autos Only.*** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	***Non-owned Autos Only.*** Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

WORKERS' COMPENSATION DEFINITIONS

PART A:
Workers' Compensation pays for all medically necessary remedial treatment, care, and attendance by a health care provider for as long as necessary to enable the employer to fully recover. There are no deductibles and no limits on payments.

Compensation for Disability is designed to partially reimburse the injured employee for inability to perform normal work, following a compensable injury.

There are specific classifications of disabilities:

- Permanent Total
- Temporary Total
- Permanent Impairment
- Temporary Partial

Compensation for death is payable if resulting within one year from the accident causing injury, or if it follows continuous disability and results from the accident within five years, thereafter the total amount that may be paid out over time is $150,000.

PART B:
This coverage will pay for all sums which you are legally obligated to pay because of bodily injury by accident or disease sustained by any employee arising out of their employment. This coverage is distinct from any Workers' Compensation claim. Recent suits have been successfully based on a variety of grounds from a number of different parties including spouses and children.

"MONOPOLISTIC STATES INCLUDING A COMMONWEALTH IN ASSOCIATION WITH THE UNITED STATES STOP LOSS COVERAGE"

This endorsement is used to provide Part B - Employers Liability coverage for operations that are conducted in a monopolistic fund state. It is needed because Workers' Compensation policies written by these state fund do not provide this coverage.

Monopolistic States: North Dakota, Ohio, Washington, Wyoming, and Puerto Rico

The client must contact the above states directly to obtain Workers' Compensation coverage.

EXPERIENCE MODIFICATION FACTOR

For eligible risks, the National Council on Compensation insurance (NCCI) computes an experience modification which is a multiplier that must be applied to the manual premium for any eligible risk by any company insuring the risk.

Rating is based on the experience period which is the past three years, excluding the immediate preceding year. The experience period includes only completed policy periods within the three years.

Your experience modification applies for a period of one year from the effective date of it promulgation.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager,
Tyler Debord at 386-239-5703 or email at TDebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at DSmurdon@bbdaytona.com.

SCHEDULES

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
001	City Hall	22 South Beach St	$3,722,421	$450,000	$4,172,421
002	Police Station	170 West Granada Ave	$2,350,127	$350,000	$2,700,127
003	Police Station- Automatic Gate & Fencing	170 West Granada Ave	$50,542	$0	$50,542
004	Legal Building -Ames House	173 South Beach St	$198,866	$30,000	$228,866
005	Ormond Memorial Art Museum	78 East Granada Ave	$3,500,000	$372,000	$3,872,000
006	Fire Station #91	364 South Atlantic Ave	$534,588	$98,000	$632,588
007	Fire Station #92	189 South Nova Rd	$662,305	$122,500	$784,805
008	Fire Station #93	300 Wilmette Ave	$758,357	$112,000	$870,357
009	Fire Station #94	2301 Airport Rd	$496,232	$87,000	$583,232
010	Bailey's River Bridge Garden	1 N Beach Street	$79,768	$30,000	$109,768
011	Ormond Beach Tennis Center-Macdonald House	38 East Granada Ave	$364,131	$25,000	$389,131
012	The Casements	25 Riverside Dr	$1,935,940	$700,000	$2,635,940
013	Cassen Park - Riverfront Pier & Gazebo & Finger Pier to 1 N Beach	1 S Beach Street	$261,566	$0	$261,566
014	Cassen Park -Square Foating Dock, Decorative Lighting, Ada Kayak Launch, Restrooms	1 S Beach Street	$1,298,195	$0	$1,298,195
015	Bait House @ Cassen Park	1 S Beach Street	$72,477	$0	$72,477
016	Sign & Monuments @ Cassen Park	1 S Beach Street	$20,000	$0	$20,000
017	Gazebo @ Cassen Park	1 S Beach Street	$35,000	$0	$35,000
018	Ormond Beach Senior Center	351 Andrews St	$701,218	$130,000	$831,218
019	Ormond Beach Senior Center - Craft Center	351 Andrews St	$307,018	$15,000	$322,018
020	South Ormond Neighborhood Center & Splash Pad	176 Division St	$1,777,769	$193,000	$1,970,769
021	South Ormond Neighborhood-Playground,Softball Field lighting, fencings, Bleachers, Pavillions, Tennis & Basketball Courts, Backstop & Parking Lot Lighting	176 Division St	$734,467	$0	$734,467
022	Nova Community Center - Playground & Pavillion	440 North Nova Rd	$3,131,668	$280,000	$3,411,668
023	Performing Arts Center	399 North Us Highway 1	$2,370,637	$380,000	$2,750,637
024	Performing Arts Center - Monument Sign	399 North Us Highway 1	$75,000	$0	$75,000
025	Ormond Beach Municipal Airport	760 Airport Rd	$761,140	$603,500	$1,364,640
026	Ormond Beach Municipal Airport - Screen & Monument Sign	760 Airport Rd	$75,000	$0	$75,000

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
027	PACE Center For Girls	208 Central Avenue	$1,323,930	$208,900	$1,532,830
028	Fleet Operations	500 North Orchard St	$1,156,539	$709,000	$1,865,539
029	Public Works - Administration	501 North Orchard St	$665,067	$365,000	$1,030,067
030	Public Works - Streets Maintenance	501 North Orchard St	$980,371	$219,000	$1,199,371
031	Bailey's River Bridge Gardens Pump Station	Beach Street at Granada Ave	$107,840	$0	$107,840
032	Fleet Maint- Reuse Tank - 3M	Orchard Street/Next To Fleet Operations	$1,617,120	$0	$1,617,120
033	Public Works/Fleet Maint- Reuse Tank - 4M	Orchard Street/Next To Fleet Operations	$1,940,440	$0	$1,940,440
034	Riverview Pump Station	Beach Street at Riverview	$97,570	$0	$97,570
035	Seminole Drive Lift Station	Seminole Drive At Oleeta Street	$834,330	$0	$834,330
040	Storage Building	Breakaway Trails	$210,436	$5,000	$215,436
043	Shadow Crossings Pump Station	Shadow Crossings	$139,440	$100,000	$239,440
044	Ground Storage Tank	Shadow Crossings	$684,490	$0	$684,490
045	5M Lift Station	SR 40 & Mizners Branch	$691,540	$0	$691,540
046	6M Lift Station	Tomoka Ave	$942,470	$0	$942,470
047	WWTP - Control Bldg.	550 North Orchard St	$1,200,000	$150,000	$1,350,000
048	WWTP - Final Effluent Tank & Chloride Contact/Equalization	550 North Orchard St	$1,519,310	$0	$1,519,310
049	WWTP - Influent Pump Station/Wetwell	550 North Orchard St	$1,913,850	$0	$1,913,850
050	WWTP - Cl2/S02 Building-Bulk Chemical Storage	550 North Orchard St	$105,850	$50,000	$155,850
051	WWTP - Effluent Pumping Station 1-3 & ABW Filter	550 North Orchard St	$201,270	$0	$201,270
052	WWTP - Centrifuge Builiding/Platform	550 North Orchard St	$518,050	$0	$518,050
053	WWTP - Alum Pump & Polymer Building	550 North Orchard St	$170,320	$35,000	$205,320
054	WWTP - Maintenance Bldg	550 North Orchard St	$272,020	$105,000	$377,020
055	WWTP - Clarifier #1	550 North Orchard St	$682,400	$0	$682,400
056	WWTP - Clarifier #2	550 North Orchard St	$682,400	$0	$682,400
057	WWTP - Clarifier #3	550 North Orchard St	$682,400	$0	$682,400
058	WWTP - Clarifier # 4	550 North Orchard St	$540,000	$300,000	$840,000

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
059	WWTP - Ras Pump Room	550 North Orchard St	$466,580	$260,000	$726,580
060	WWTP - Carousel #1	550 North Orchard St	$1,747,220	$450,000	$2,197,220
061	WWTP - Post Anoxic Reactors	550 North Orchard St	$1,247,980	$0	$1,247,980
062	WWTP - Carousel #2	550 North Orchard St	$1,747,220	$450,000	$2,197,220
063	WWTP - Recycle Pump Station Bldg	550 North Orchard St	$466,580	$0	$466,580
064	WWTP - Fermentation Train & Gen Bldg	550 North Orchard St	$2,515,590	$0	$2,515,590
065	WWTP - Digester #1	550 North Orchard St	$394,860	$0	$394,860
066	WWTP - Digester #2	550 North Orchard St	$394,860	$0	$394,860
067	WWTP - Digestor Blowers - 3	550 North Orchard St	$134,420	$0	$134,420
068	WWTP - Headwork/Teacup Degritter	550 North Orchard St	$2,000,000	$0	$2,000,000
069	WWTP - Gravity Thickner	550 North Orchard St	$206,930	$0	$206,930
070	WWTP - Auto Backwash Filter	550 North Orchard St	$1,500,000	$0	$1,500,000
071	WWTP - Influent Fuel Storage	550 North Orchard St	$67,088	$0	$67,088
072	WWTP - Wet Well Odor Control	550 North Orchard St	$220,000	$0	$220,000
073	WWTP - Mainland Pump Station	550 North Orchard St	$220,710	$0	$220,710
074	WWTP - Screw Lift Pump Station	550 North Orchard St	$1,000,000	$0	$1,000,000
075	WWTP - Motor Control Center/Generator -012	550 North Orchard St	$1,591,914	$0	$1,591,914
076	WWTP - Fuel Storage	550 North Orchard St	$59,020	$0	$59,020
077	WWTP - Splitter Box (Fermentationtrain)-015	550 North Orchard St	$102,660	$0	$102,660
078	WWTP - Splitter Box - 020	550 North Orchard St	$101,450	$0	$101,450
079	WWTP - Carousel Re-Aerator Blower System -3	550 North Orchard St	$565,000	$0	$565,000
080	WWTP - Decant Tank # 3 Pump Building	550 North Orchard St	$120,660	$0	$120,660
081	WWTP - Anoxic Swing Zone Blower System	550 North Orchard St	$180,000	$0	$180,000
082	WWTP - Effluent Pump Transfer Facility	550 North Orchard St	$201,270	$0	$201,270
083	WWTP - Cummins Generator/Tank/Enclosure	550 North Orchard St	$623,000	$0	$623,000
084	WTP - Water Adminstration Bldg Ops Bldg	298 Tomoka Ave	$935,000	$7,651,050	$8,586,050
085	WTP - Utility & Maintenance Office	298 Tomoka Ave	$202,500	$111,000	$313,500
086	WTP - Claricone # 1/Clarifier	298 Tomoka Ave	$507,220	$102,400	$609,620
087	WTP - Claricone # 2/Clarifier	298 Tomoka Ave	$507,220	$102,400	$609,620
088	WTP - Aerator Building	298 Tomoka Ave	$213,920	$96,600	$310,520
089	WTP - Sodium Hypochlorid Stg Shed	298 Tomoka Ave	$110,000	$1,300	$111,300

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
090	WTP - Acid Phosphate Tank & Wall	298 Tomoka Ave	$48,000	$0	$48,000
091	WTP - Polymer Building	298 Tomoka Ave	$174,500	$52,900	$227,400
092	WTP - Distribution Box	298 Tomoka Ave	$62,000	$28,500	$90,500
093	WTP - Aerator Scrubber Platform	298 Tomoka Ave	$220,000	$0	$220,000
094	WTP - High Service Pump Building	298 Tomoka Ave	$809,530	$0	$809,530
095	WTP - Centrifuge Building	298 Tomoka Ave	$84,960	$338,000	$422,960
096	WTP - Sludge Pump Thickener	298 Tomoka Ave	$139,620	$37,800	$177,420
097	WTP - Scrubber/Odor Control	298 Tomoka Ave	$513,130	$0	$513,130
098	WTP - North Fuel Storage Tank	298 Tomoka Ave	$111,200	$0	$111,200
099	WTP - New Maintenance Building	298 Tomoka Ave	$125,820	$1,064,700	$1,190,520
100	WTP - New Maintenance Building	298 Tomoka Ave	$183,500	$1,064,700	$1,248,200
101	WTP - Sand Filter -Water Filters	298 Tomoka Ave	$542,500	$362,050	$904,550
102	WTP - Sulfuric Acid Storage w/ Wall	298 Tomoka Ave	$53,000	$0	$53,000
103	WTP - Distribution Storage	298 Tomoka Ave	$156,960	$95,000	$251,960
104	WTP - Transfer Pump /Clearwell 1&2	298 Tomoka Ave	$606,000	$0	$606,000
105	WTP - Clearwell # 3 & Pumps	298 Tomoka Ave	$283,000	$0	$283,000
106	WTP - Sludge Lagoons /Pump Station	298 Tomoka Ave	$206,000	$11,500	$217,500
107	WTP - Backwash Stg Tank/Recovery Basin	298 Tomoka Ave	$235,000	$0	$235,000
108	WTP - Carbon Dioxide Tank	298 Tomoka Ave	$381,000	$3,100	$384,100
109	WTP - North Generator Building	298 Tomoka Ave	$330,000	$0	$330,000
110	WTP - Water Filter / Filter Bldg	298 Tomoka Ave	$711,750	$43,800	$755,550
111	WTP - Ground Water Stg Tank	298 Tomoka Ave	$1,995,080	$0	$1,995,080
112	WTP - Sodium Hypochlorite Storage	298 Tomoka Ave	$55,000	$0	$55,000
113	WTP - Sodium Hypochlorite Stg Area	298 Tomoka Ave	$1,167,460	$0	$1,167,460
114	WTP - South Generator Bldg	298 Tomoka Ave	$160,286	$320,200	$480,486
115	WTP - Hydro Fluosilicic Storage	298 Tomoka Ave	$8,100	$1,600	$9,700
116	WTP - Splitter Box	298 Tomoka Ave	$52,000	$44,200	$96,200
117	WTP - Sand Filter # 1	298 Tomoka Ave	$238,588	$62,600	$301,188
118	WTP - Sand Filter # 2	298 Tomoka Ave	$238,588	$62,600	$301,188
119	WTP - Lime Silo Building (Comperssor Bldg)	298 Tomoka Ave	$491,000	$0	$491,000
120	WTP - Recarb- Water Tank	298 Tomoka Ave	$360,000	$0	$360,000

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
121	WTP - Water Tower - Elevated	298 Tomoka Ave	$1,924,800	$0	$1,924,800
122	Leeway Tank	Leeway Trails	$4,669,476	$0	$4,669,476
123	Ground Storage Tank	Standish Dr	$1,430,982	$3,000	$1,433,982
124	Standish Pump Station	Standish Dr	$306,558	$0	$306,558
125	Gazebo & Dock - Rivera Park	901 S. Beach	$65,000	$0	$65,000
126	American Legion	156 North Britain Ave	$20,000	$0	$20,000
128	Dock	173 South Beach St	$20,000	$0	$20,000
129	Sign - Fortunato Park	2 John Anderson Dr	$11,000	$0	$11,000
130	Fortunato Park-Restroom	2 John Anderson Dr	$46,000	$0	$46,000
131	Fortunato Park-Gazebo	2 John Anderson Dr	$14,000	$0	$14,000
132	Fortunato Park-Gazebo - On Dock	2 John Anderson Dr	$35,090	$0	$35,090
133	Fortunato Park-Metal Sculpture	2 John Anderson Dr	$25,000	$0	$25,000
134	Fortunato Park-Playround, Pier/Sidewalk Lighting & Decorative signs	2 John Anderson Dr	$38,093	$0	$38,093
135	Granada Bridge Pedstrian Underpass & East & West Side guardrails	2 John Anderson Dr	$135,000	$0	$135,000
137	City Hall Plaza -Dolphin / Fountain	22 South Beach St	$30,000	$0	$30,000
138	Performing Arts Sculpture	399 North US Highway 1	$40,000	$0	$40,000
139	Nova Conc. Stand & Restroom	420 N Nova Road	$122,005	$0	$122,005
140	Lights - 5 Fields	420,423,460 N Nova Rd	$1,167,540	$0	$1,167,540
141	Racquet Ball Court & Skate Park & Basket Ball Court	430 North Nova Rd	$150,000	$0	$150,000
142	Nova Tennis Center	430 North Nova Rd	$58,736	$0	$58,736
143	E. Field Concession & Rest Rooms	432 North Nova Rd	$36,758	$0	$36,758
144	Nova Stg Building	450 North Nova Rd	$49,212	$50,000	$99,212
145	Storage Building	500 North Orchard St	$16,000	$1,000	$17,000
146	Pumping Facility	500 North Orchard St	$800,000	$0	$800,000
147	Baseball Field - Kiwanis Field #4	700 Hull Rd	$77,000	$0	$77,000
148	Pump House	700 Hull Rd	$12,000	$0	$12,000
149	Office & Lounge	700 Hull Rd	$25,000	$20,000	$45,000
150	Soccer Concession & Restroom	700 Hull Rd	$60,000	$0	$60,000

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
151	Sports Complex Lights	700 Hull Rd	$1,000,000	$0	$1,000,000
152	Baseball Building-Wendelstadt & Rest Rooms	700 Hull Rd	$100,000	$1,000	$101,000
153	Soccer Pavilion	700 Hull Rd	$30,000	$5,000	$35,000
154	Athletic Field Maint.	700 Hull Rd	$80,000	$30,000	$110,000
155	Pump House	700 Hull Rd	$15,000	$0	$15,000
156	Electrical Distribution Center	700 Hull Rd	$16,000	$0	$16,000
157	Lift Station With Equipment	Beach Street at Granada Ave	$250,000	$0	$250,000
158	R/Rooms Phase 1	Central Park	$39,046	$0	$39,046
159	Metal Sculpture	Fire Station 91	$40,000	$0	$40,000
160	Metal Sculpture	Fire Station 92	$32,000	$0	$32,000
161	Lights, Softball Complex - inclued	700 Hull Rd	$400,000	$0	$400,000
162	Restroom/Concession/Sb Complex	700 Hull Rd	$80,000	$0	$80,000
163	Sanchez Park - R/Rooms & Dock -	329 Sanchez Ave	$140,000	$0	$140,000
164	Sanchez Park - Playground & Pavillion	329 Sanchez Ave	$375,000	$0	$375,000
165	Discovery Center	601 Division ST	$227,954	$150,000	$377,954
166	Andy Romano Park Concession/Splash Pad/Shade canopies/RR	839 S Atlantic Ave	$226,136	$0	$226,136
167	City of Ormond-Decorative Street Lights	SR 40 & W Granada Blvd	$415,000	$0	$415,000
168	OBSC Smith Field House/RR/Concession & Covered Walkway	80 Doug Thomas Way	$468,000	$0	$468,000
169	7 Ball Fields, Press Box & Bleachers	80 Doug Thomas Way	$336,000	$0	$336,000
170	Limitless Playground	50 Doug Thomas Way	$318,000	$0	$318,000
171	ADA Playground	70 Doug Thomas Way	$75,000	$0	$75,000
172	OBSC irrigation pump houses/stations, wells, electrical equipment	70 Doug Thomas Way	$75,000	$0	$75,000
173	Restroom/Concession	20 Doug Thomas Way	$263,053	$0	$263,053
174	OBSC field fencing, backstops, shade structures, bleachers, batting cages, parking lot lighting, security fencing	1375 Harmony Ave	$200,000	$0	$200,000

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
175	Rockefeller Gardens: Stage/Tower, water wheel, electrical system, park lighting, guardrail/seawall, coquina sidewalk, ADA ramps & handrails, tarpon statue, 6' concrete screen wall	26 Riverside Dr	$1,000,000	$0	$1,000,000
176	Central Park-Restrooms, Fountains, Playground, Pavillions, Exercise Equip, Tennis Courts, Basketball Courts, Pond Pumping Station, Lift Stations, Fishing Piers, Elevated Walkways	601 Fleming Ave	$350,000	$0	$350,000
177	PAC - Monument Sign- US1	399 N US Hwy 1	$75,000	$0	$75,000
178	Birthplace of Speed-Gazebo, ADA Ramp, Observation Deck, Ormond Garage & Cupolas	21 Ocean Shore Blvd	$220,000	$0	$220,000
179	Airport Business Park - 2 Monument & 1 Wayfinding Sign	1 Sunshine Blvd & 2 Sunshine Blvd	$30,000	$0	$30,000
180	Roadway Lighting 35' Green Poles w/400W Fixtures	W Granada Blvd & US 1 & Beach St	$200,000	$0	$200,000
181	Downtown Banner - ST 40 @ Washington St	166 West Granada Blvd	$28,000	$0	$28,000
182	Osceola Elementary Pavillion & RR	120 Coquina Dr.	$210,000	$0	$210,000
183	Woodmere Subdivision Sign/Woodmere Park	630 N Ridgewood Ave	$10,000	$0	$10,000
184	Welcome Signs - Wall Mount	1561 West Granada Blvd	$10,000	$0	$10,000
185	Welcome Signs - Wall Mount	1622 West Granada Blvd	$10,000	$0	$10,000
186	Welcome Signs - Monument style	1470 W Granada Blvd	$20,000	$0	$20,000
187	Welcome Signs - Monument style	1000 N US 1 HWY	$20,000	$0	$20,000
188	Welcome Signs - Monument style	692 S Yonge St	$20,000	$0	$20,000
189	Welcome Signs - Monument style	910 S Atlantic Ave	$20,000	$0	$20,000
190	Retention Pond Fountain (1)	585 N Nova Rd	$9,000	$0	$9,000
191	Retention Pond Fountain (1)	605 N Nova Rd	$9,000	$0	$9,000
192	Retention Pond Fountain (1)	470 Lakebridge Dr	$9,000	$0	$9,000
193	Retention Pond Fountain (1)	801 Division Ave	$9,000	$0	$9,000
194	Retention Pond Fountain (1)	1075 Arroyo Parkway	$9,000	$0	$9,000
195	Retention Pond Fountain (3)	135 S Old Kings Rd	$30,000	$0	$30,000
197	River Bend Golf Restaurant/Clubhouse/Golf Shop	730 Airport Rd	$583,052	$154,600	$737,652
198	Cart House	730 Airport Rd	$243,237	$27,400	$270,637

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Unit #	Location Description	Street Address	Building Value	Content Value	Total Values Insured
199	Maintenance Building	730 Airport Rd	$293,364	$27,400	$320,764
200	Chemical Storage Building	730 Airport Rd	$4,400	$12,800	$17,200
201	Oil Storage Building	730 Airport Rd	$2,000	$1,000	$3,000
202	Irrigation Pump House & Equip - (Driving Range)	730 Airport Rd	$64,200	$0	$64,200
203	Comfort Station #6	730 Airport Rd	$41,100	$0	$41,100
204	Comfort Station #10	730 Airport Rd	$41,100	$0	$41,100
205	Irrigation Pump House & Equip - (Hole #10)	730 Airport Rd	$68,500	$0	$68,500
206	Golf Starter Booth	730 Airport Rd	$12,800	$0	$12,800
207	Fuel Storage Building	730 Airport Rd	$11,800	$2,500	$14,300
208	Wooden Bridge	730 Airport Rd	$170,600	$0	$170,600
209	Batting Cages & cage lights, Shade structures, Bleachers	440 N Nova Road	$510,000	$0	$510,000
210	SONC Light Poles (5 Poles)	176 Division Street	$176,900		$176,900
211	City Lift Stations (100 Stations)	See List of addresses	$5,475,000	$0	$5,475,000
212	Pump House, Storage Tank	35 Breakaway Trails	$2,912,666		$2,912,666
213	Pal House	194 Central Ave	$45,839		$45,839
214	Ames Park (Dock, pavillion, art/sculptures)	195 S Beach St	$16,905		$16,905
215	Rockefeller Gardens: Shade Structure	26 Riverside Dr	$40,000		$40,000
216	OBSC LIGHT POLES 85	700 Hull Rd	$2,607,300		$2,607,300
	Total Values Insured		**$109,453,531**	**$19,528,600**	**$128,982,131**

PROPOSED SCHEDULE OF INLAND MARINE EQUIPMENT

Client ultimately chooses value insured

Unit #	Description	Serial #	Total Values Insured
002	2015 Vac Con	5146839	$245,739
003	2003 Cat 928G,	DJD00455	$137,096
004	2001 Cat Grader	6YN00043	$88,154
005	1997 Ford F6640 Tractor,	075755B	$48,887
006	John Deere 3225C	TC3225C020222	$34,784
007	2007 Gradall X	210017887	$188,785
008	1999 Caterpillar 938G Construction Equip	4YS0952	$146,464
009	2009 Caterpillar Mt525Bbmwr Construction Equip	T261073	$115,268
010	2010 Toro Reel Master Mowing Tractor	3100001777	$63,214
011	2013 CAT 259B3	CAT0259BTYYZ05845	$68,334
012	2014 CAT Excavator	CAT0305EVXFA03703	$66,360
013	2016 CAT 420F2	CAT0402FCJWC0048	$94,882
014	2018 Mini Excavator 305E2	CAT0305EJHM06498	$67,311
015	2018 Loader 938M	CAT0938MHJ3R05295	$213,221
016	2020 Cat Wheel Loader 938M	J3R08189	$221,330
017	28 - MSA-SCBA G1 Respirators ($6,435 Each)	2502-G101 thru G128	$180,173
021	EDP		$114,750
	Total Scheduled Values of Equipment		**$2,094,752**
001	Unscheduled Items		$2,766,589
	Combined Total Values of Equipment: Scheduled and Unscheduled		**$4,861,341**

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
001	2014	Ford	F150	1FTMF1EM1EFA85288	$28,130	$25,000	$25,000
002	2014	Ford	F150	1FTMF1EMXEFA85287	$28,130	$25,000	$25,000
003	2013	Ford	F150	1FTMF1CM8DFC66647	$28,130	$25,000	$25,000
004	2006	Chevrolet	Silverado C1500	1GCEC14X06Z135977	$18,190	$25,000	$25,000
005	2000	Chevrolet	Silverado K1500	1GCEK14V8YE107548	$18,770	$25,000	$25,000
006	2005	Chevrolet	Silverado K1500	1GCEK14V75Z322004	$22,105	$25,000	$25,000
007	2012	Chevrolet	Colorado	1GCGTBF96C8145167	$18,770	$25,000	$25,000
008	2013	Chevrolet	Caprice Police	6G1MK5U33DL825348	$30,170	$25,000	$25,000
009	2001	Ford	Focus	1FAFP36P2YW202428	$15,380	$25,000	$25,000
010	2014	Ford	F250	1FTBF2B6XEEB87715	$32,040	$25,000	$25,000
011	2005	Ford	Ranger	1FTYR44U95PA87134	$19,225	$25,000	$25,000
012	1999	Ford	Focus	1FAFP36371W270341	$16,235	$25,000	$25,000
013	2012	Ford	F350	1FTRF3866CEC12739	$22,815	$25,000	$25,000
014	2014	Chevrolet	Caprice Police	6G3NS5U32EL944912	$30,170	$25,000	$25,000
015	2014	Chevrolet	Caprice Police	6G3NS5U35EL950414	$30,170	$25,000	$25,000
016	2014	Chevrolet	Caprice Police	6G3NS5U34EL948718	$30,170	$25,000	$25,000
017	2014	Chevrolet	Caprice Police	6G3NS5U33EL952324	$30,170	$25,000	$25,000
018	2014	Chevrolet	Caprice Police	6G3NS5U35EL948727	$30,170	$25,000	$25,000
019	2013	Ford	F150	1FTMF1EM1DFB92159	$28,310	$25,000	$25,000
020	2005	Ford	F250	1FTNF21525ED28394	$25,650	$25,000	$25,000
021	2012	Ford	F450	1FD0W4GT4CEC13106	$32,945	$25,000	$25,000
022	2012	Chevrolet	Silverado C3500	1GC3CZCG2CF188006	$30,160	$25,000	$25,000
023	2015	Ford	Transit Connect XL	NM0LS6E74F1189929	$22,130	$25,000	$25,000
024	2014	Ford	Escape	1FMCU9GX0EUD95396	$26,820	$25,000	$25,000
025	2013	Ford	F250	1FTBF2A65DEB47168	$29,065	$25,000	$25,000
026	2002	GMC	Sierra C2500 HD	1GDHC24U82Z270686	$22,382	$25,000	$25,000
027	2013	Ford	F150	1FTMF1CM4DFC06400	$28,310	$25,000	$25,000
028	2003	Ford	Ranger	1FTYR10U53PA69506	$13,010	$25,000	$25,000
029	2008	Chevrolet	Silverado C1500	1GCEC14X58Z249153	$17,500	$25,000	$25,000
030	2011	Chevrolet	Colorado	1GCCSBF9XB8133183	$14,885	$25,000	$25,000
032	2011	Chevrolet	Silverado C2500HD	1GC0CVCG9BF213719	$27,965	$25,000	$25,000

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
033	2002	GMC	Sierra C2500 HD	1GDHC24U22Z292666	$22,382	$25,000	$25,000
034	2013	Ford	F450	1FDUF4GT1EEA35160	$32,945	$25,000	$25,000
035	2006	Sterling	L9500 14-16 Yard Dump	2FZHAZDEX86AN72297	$78,388	$25,000	$25,000
036	2008	Chevrolet	Silverado C2500HD	1GCHC24K28E205240	$24,370	$25,000	$25,000
037	2008	Chevrolet	Silverado C2500HD	1GCHC24K58E205278	$24,370	$25,000	$25,000
038	2015	Freightliner	L9501	1FVDG3DV2FHGF8888	$139,082	$25,000	$25,000
039	2015	Chevrolet	Impala	2G1WA5E31F1121648	$25,830	$25,000	$25,000
040	2013	Ford	F150	1FTEX1CM7DFC28764	$27,495	$25,000	$25,000
041	2013	Ford	F150	1FTMF1CM5DFC88847	$27,495	$25,000	$25,000
042	2012	Chevrolet	Silverado K3500	1GC0KZCG1CF239081	$33,115	$25,000	$25,000
043	2012	Chevrolet	Silverado C1500	1GCNCPEX7CZ206914	$22,335	$25,000	$25,000
044	2014	Ford	F250	1FTBF2A65DEB20018	$29,065	$25,000	$25,000
045	2014	Ford	E250	1FDWE3FLXEDB17014	$27,030	$25,000	$25,000
046	2003	Ford	F250	1FTNF20L43EC65649	$21,275	$25,000	$25,000
047	2002	Chevrolet	Silverado C1500	1GCEC14Z32Z326191	$17,168	$25,000	$25,000
048	2003	Chevrolet	Silverado C3500	1GBJC34U83E270826	$22,105	$25,000	$25,000
049	2015	Chevrolet	Malibu	1G11A5SL4FF241838	$22,340	$25,000	$25,000
050	2007	Chevrolet	Silerado K1500 Classic	1GCEK19Z87E115790	$26,745	$25,000	$25,000
051	2004	International	4400	1HTMKAAN54H618176	$46,556	$25,000	$25,000
052	2005	International	4300	1HTMMAAN85H695393	$49,587	$25,000	$25,000
053	2004	Sterling	LT7500 - 14 Yard	2FZHATDC74AM90231	$60,282	$25,000	$25,000
054	2003	International	4200 - Dump	1HTMPAFNX3H572031	$31,796	$25,000	$25,000
055	1995	Freightliner	FL80	1FVXJLBB1SL564807	$27,396	$25,000	$25,000
056	1969	General	Cargo	NL08B3C32910142	$1,167	$25,000	$25,000
057	1969	General	Cargo	NL0260C13610879	$5,292	$25,000	$25,000
058	2000	Pierce	Pumper	1HTSDADR81H316148	$142,037	$25,000	$25,000
059	2000	Pierce	Pumper	1HTSDADRX1H316149	$142,037	$25,000	$25,000
060	1969	General	Cargo	547450	$1,308	$25,000	$25,000
061	2004	Sterling	LT9501	2FZHAZAS84AM88292	$190,672	$25,000	$25,000
062	2001	International	Lrv55	1HTSCAAN32H415272	$60,444	$25,000	$25,000
063	1983	General	M-915-A1	1UTSH6681DS001211	$3,500	$25,000	$25,000

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
064	2009	Chevrolet	C4500 C4C042	1GBE4C1939F411755	$58,447	$25,000	$25,000
065	2002	Ford	F450	1FDXF479F92ED68161	$20,803	$25,000	$25,000
066	2010	Ford	Escape 4X4	1FMCU92739KC12839	$19,177	$25,000	$25,000
067	2011	Chevrolet	Equinox	2CNALBEC5B6458424	$21,387	$25,000	$25,000
068	2011	Chevrolet	Impala	2G1WF5EK4B1219964	$19,419	$25,000	$25,000
069	2011	Chevrolet	Tahoe Special	1GNSK2E09BR286993	$31,152	$25,000	$25,000
070	2011	Ford	Crown Victoria Police	2FABP7BV8BX113839	$27,174	$25,000	$25,000
071	2011	Ford	Explorer	1FMHK7B84BGA88310	$24,139	$25,000	$25,000
072	2011	Ford	Explorer	1FMHK7B8XBGA69826	$24,139	$25,000	$25,000
073	2012	Chevrolet	Silverado C1500	1GCNCPEX2CZ213446	$19,197	$25,000	$25,000
074	2012	Chevrolet	Colorado	1GCESBF90C8138435	$18,063	$25,000	$25,000
075	2012	Chevrolet	Colorado 4X4	1GCGTBFE1C8129360	$16,943	$25,000	$25,000
076	2012	Chevrolet	Impala	2G1WF5E3XC1239761	$20,234	$25,000	$25,000
077	2012	Chevrolet	Malibu	1G1ZA5EU6CF271023	$19,186	$25,000	$25,000
078	2012	Ford	Escape	1FMCU0C74CKC10227	$17,813	$25,000	$25,000
079	2012	Ford	Taurus	1FAHP2DW5CG130740	$22,446	$25,000	$25,000
080	2002	Chevrolet	Cargo Van	1GCHG39G621203357	$14,360	$25,000	$25,000
081	1999	Chevrolet	Express G3500 - 15 Pass	1GAHG39J9X1127208	$5,172	$25,000	$25,000
082	2003	Chevrolet	Impala	2G1WF52K639345105	$13,444	$25,000	$25,000
083	1993	Ford	F700 K74	1FDXK74P5PVA04594	$10,000	$25,000	$25,000
084	2006	Sterling	L9500 - Dump	2FZHAZDE46AN72294	$78,579	$25,000	$25,000
085	2006	Sterling	L9500 - 14-16 Yard Dump	2FZHAZDE86AN72296	$78,388	$25,000	$25,000
086	2006	E-One	Typhoon Fire Apparatus	4EN6AAA8X61001404	$477,757	$25,000	$25,000
088	2006	Chevrolet	Impala	2G1WB55K769309290	$15,741	$25,000	$25,000
089	2008	Ford	Crown Victoria Police	2FAHP71V38X124249	$24,425	$25,000	$25,000
092	2008	Ford	Crown Victoria Police	2FAHP71V08X124256	$19,661	$25,000	$25,000
094	2006	Ford	F250 Super Duty	1FTSF21PX6ED96335	$15,605	$25,000	$25,000
095	2008	Chevrolet	Silverado C1500	1GCEC19X48Z294786	$16,566	$25,000	$25,000
096	2007	Chevrolet	Malibu	1G1ZS58F37F103694	$12,411	$25,000	$25,000
097	2006	Ford	Escape - 4X4	1FMYU92Z76KD34106	$11,534	$25,000	$25,000
098	2010	Ford	Crown Victoria Police	2FABP7BV7AX140917	$24,879	$25,000	$25,000

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
099	2011	Pierce	Ladder	4P1CJ01A8BA011706	$627,423	$25,000	$25,000
100	2012	Ford	F150	1FTHF1CM7CKD61982	$22,990	$25,000	$25,000
101	2009	Ford	Crown Victoria Police	2FAHP71V29X117794	$26,674	$25,000	$25,000
102	2009	Ford	Escape - 4X4	1FMCU92739KC12839	$26,674	$25,000	$25,000
103	2010	Ford	Crown Victoria Police	2FABP7BV2AX133048	$27,174	$25,000	$25,000
104	2011	Ford	Crown Victoria Police	2FABP7BVXBX113826	$27,174	$25,000	$25,000
105	2011	Ford	Crown Victoria Police	2FABP7BV6BX113838	$27,174	$25,000	$25,000
106	2001	Workhorse	P42 - Stepvan 1 Ton	5B4KP42Y513330558	$60,412	$25,000	$25,000
107	2012	Chevrolet	Caprice Police	6G1MK5U38CL646477	$30,170	$25,000	$25,000
108	2012	Chevrolet	Caprice Police	6G1MK5U35CL647909	$30,170	$25,000	$25,000
109	2012	Chevrolet	Caprice Police	6G1MK5U33CL644412	$30,170	$25,000	$25,000
110	2012	Chevrolet	Caprice Police	6G1MK5U39CL647976	$30,170	$25,000	$25,000
111	2012	Chevrolet	Caprice	6G1MK5U39CL647928	$30,170	$25,000	$25,000
112	2012	Chevrolet	Caprice Police	6G1MK5U34CL647903	$30,170	$25,000	$25,000
113	2012	Chevrolet	Caprice Police	6G1MK5U38CL646379	$30,170	$25,000	$25,000
114	2012	Ford	Transit Connect XL	NM0LS7CN8CT116280	$21,905	$25,000	$25,000
115	2013	Chevrolet	Caprice Police	6G1MK5U30DL827087	$30,170	$25,000	$25,000
116	2013	Chevrolet	Caprice Police	6G1MK5U35DL825335	$30,170	$25,000	$25,000
117	2013	Chevrolet	Caprice Police	6G1MK5U38DL825796	$30,170	$25,000	$25,000
118	2013	Chevrolet	Caprice Police	6G1MK5U35DL827084	$30,170	$25,000	$25,000
119	2013	Chevrolet	Caprice Police	6G1MK5U32DL823834	$30,170	$25,000	$25,000
120	2013	Chevrolet	Caprice Police	6G1MK5U37DL827085	$30,170	$25,000	$25,000
121	2013	Chevrolet	Caprice Police	6G1MK5U30DL823833	$30,170	$25,000	$25,000
122	2013	Ford	F350	1FTRF3C69DEB42119	$30,880	$25,000	$25,000
123	2013	Ford	Fusion	3FA6P0G75DR255991	$21,700	$25,000	$25,000
124	2014	Chevrolet	Caprice Police	6G3NS5U38EL950553	$30,170	$25,000	$25,000
125	2014	Chevrolet	Caprice Police	6G3NS5U30EL950434	$30,170	$25,000	$25,000
126	2014	Chevrolet	Caprice Police	6G3NS5U31EL950362	$30,170	$25,000	$25,000
127	2014	Chevrolet	Caprice Police	6G3NS5U31EL950426	$30,170	$25,000	$25,000
128	2014	Chevrolet	Caprice Police	6G3NS5U36EL950549	$30,170	$25,000	$25,000
129	2014	Chevrolet	Caprice Police	6G3NS5U36EL950566	$30,170	$25,000	$25,000

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
130	2014	Chevrolet	Caprice Police	6G3NS5U30EL950420	$30,170	$25,000	$25,000
131	2014	Chevrolet	Caprice Police	6G3NS5U33EL950377	$30,170	$25,000	$25,000
132	2016	Pierce	Pumper- Engine	4P1BAAFF6GA015699	$343,306	$25,000	$25,000
133	2015	Chevrolet	Caprice Police	6G3NS5U37FL139182	$24,998	$25,000	$25,000
134	2017	Harley Davidson	Motorcycle	1HD1FMC17HB685370	$22,450	$25,000	$25,000
135	2017	Harley Davidson	Motorcycle	1HD1FMC14HB683575	$22,450	$25,000	$25,000
136	2017	Harley Davidson	Motorcycle	1HD1FMC14HB678621	$22,450	$25,000	$25,000
137	2017	Harley Davidson	Motorcycle	1HD1FMC19HB610346	$22,450	$25,000	$25,000
138	2017	Ford	F250 Super Duty	1FTBF2B64HEC46732	$24,036	$25,000	$25,000
139	2017	Ford	F250 Super Duty	1FTBF2B62HEC48530	$24,036	$25,000	$25,000
140	2017	Ford	Transit Connect XL	NM0GS9E77H1297628	$22,385	$25,000	$25,000
141	2015	Ford	F150	1FTMF1C83FKD12172	$18,006	$25,000	$25,000
142	2016	Ford	F150	1FTMF1C85GKE33111	$19,599	$25,000	$25,000
143	2016	Ford	F150	1FTMF1C89GKE33113	$18,658	$25,000	$25,000
144	2016	Ford	F150	1FTMF1C83GKE33110	$19,599	$25,000	$25,000
145	2016	Ford	F150	1FTEX1E88GFB71303	$24,645	$25,000	$25,000
146	2016	Ford	F150	1FTMF1C87GKE33112	$18,658	$25,000	$25,000
147	2016	Ford	5-Yard Dump	1FDOXF5GT5GEA44741	$50,713	$25,000	$25,000
148	2016	Ford	Transit T-250 Cargo Van	1FTYR2CM0GKA08312	$30,731	$25,000	$25,000
149	2015	Ford	Taurus	1FAHP2D8XFG170124	$22,542	$25,000	$25,000
150	2015	Chevrolet	Cruze	1G1BC5SM7G7289143	$17,455	$25,000	$25,000
151	2016	Ford	F350	1FTBF3A66GEC32269	$30,039	$25,000	$25,000
152	2016	Ford	F350	1FTBF3A6XGEC61709	$30,039	$25,000	$25,000
153	2016	Ford	F150	1FTMF1C84GFA97069	$18,878	$25,000	$25,000
154	2014	Chevrolet	Caprice Police	6G3NS5U33EL944837	$30,170	$25,000	$25,000
155	2016	Ford	F250	1FTBF2A68GEB96840	$21,304	$25,000	$25,000
156	2016	Other	Global M4 Sweeper	1G9GM4HL3GS462002	$226,342	$25,000	$25,000
157	2015	Ford	F150	1FTMF1C85FFA60532	$18,006	$25,000	$25,000
158	2016	Ford	F250	1FTBF2A64GEB55556	$25,342	$25,000	$25,000
159	2015	Ford	Transit Connect	NM0GS9E70F1215302	$21,668	$25,000	$25,000
160	2015	Ford	F150	1FTMF1C87FFA60533	$18,006	$25,000	$25,000

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
161	2016	Ford	F150	1FTMF1C80GFA31358	$18,006	$25,000	$25,000
162	2016	Ford	F250	1FTBF2B64GEB69522	$24,656	$25,000	$25,000
163	2018	Peterbilt	337 Lightning Loader	2NP2HM7X6JM488542	$152,155	$25,000	$25,000
164	2017	Ford	F150	1FTMF1C81HFC38021	$20,769	$25,000	$25,000
165	2017	Ford	F550 Super Duty - 4 Yard Dump	1FD0W5GTXHEE08818	$59,220	$25,000	$25,000
166	2017	Ford	F150	1FTMF1C83HFC38022	$20,769	$25,000	$25,000
167	2017	Ford	F350	1FTBF3A61HEE34616	$35,235	$25,000	$25,000
168	2017	Ford	F350	1FTBF3A6XHEE34615	$35,235	$25,000	$25,000
169	2017	Ford	F450	1FDUF4HTXJDA00714	$206,086	$25,000	$25,000
170	2017	Chevrolet	Caprice Police	6G3NS5U26HL305220	$26,291	$25,000	$25,000
171	2017	Chevrolet	Caprice Police	6G3NS5U34HL306228	$26,291	$25,000	$25,000
172	2017	Chevrolet	Caprice Police	6G3NS5U3XHL306220	$26,291	$25,000	$25,000
173	2017	Ford	Explorer Police Interceptor	1FM5K8ARXHGD58944	$29,199	$25,000	$25,000
174	2018	Dodge	Charger Police	2C3CDXAG8JH157265	$24,372	$25,000	$25,000
175	2018	Dodge	Charger Police	2C3CDXAGXJH157266	$24,372	$25,000	$25,000
176	2018	Dodge	Charger Police	2C3CDXAG1JH157267	$24,372	$25,000	$25,000
177	2018	Dodge	Charger Police	2C3CDXAG0JH273141	$24,148	$25,000	$25,000
178	2018	Pierce	Saber	4P1BAAFF6JB018989	$381,073	$25,000	$25,000
179	2018	Ford	F350	1FTRF3D69JEC10638	$37,864	$25,000	$25,000
180	2018	Ford	F550	1FD0W5GTXJEC10925	$42,500	$25,000	$25,000
181	2018	Ford	F350	1FDRF3G63JEC10917	$34,905	$25,000	$25,000
182	2018	Ford	F350	1FDRF3G65JEC10918	$34,905	$25,000	$25,000
183	2014	Ford	Escape	1FMCU9GX7EUC69553	$26,820	$25,000	$25,000
184	2018	Ford	F250	1FT7W2B67JEC64640	$39,285	$25,000	$25,000
185	2018	Ford	F150	1FTEX1CB9JKE50191	$30,201	$25,000	$25,000
186	2018	Ford	F350	1FTRF3B60JEC64638	$34,905	$25,000	$25,000
187	2018	Ford	F350	1FTRF3C66JEC10954	$34,905	$25,000	$25,000
188	1998	Chevrolet	Cavalier	1G1JC5242W7204395	$11,810	$25,000	$25,000
189	2008	Chevrolet	Colorado	1GCCS149688196772	$14,885	$25,000	$25,000
190	2008	Chevrolet	Colorado	1GCCS149X88206235	$14,885	$25,000	$25,000
191	2011	Chevrolet	Colorado	1GDGC34J2YF461098	$20,064	$25,000	$25,000

PROPOSED SCHEDULE OF AUTOMOBILES – PHYSICAL DAMAGE COVERAGE ONLY

Client ultimately chooses value insured

Unit #	Year	Make	Model / Description	VIN	Value	Deductibles	
						Comp	Coll
192	2001	Chevrolet	Express G1500 Van	1GNFG15R511234804	$23,570	$25,000	$25,000
193	2017	Harley Davidson	FLHTP Police Electra Glid	1HD1FMC14HB680918	$17,895	$25,000	$25,000
194	1998	Jeep	Cherokee	1J4FJ28S2WL206723	$17,990	$25,000	$25,000
195	2016	Triple Crown	6 x 12	1XND612S9E1052837	$3,500	$25,000	$25,000
196	2003	Ford	Crown Victoria	2FAFP73W53X179114	$23,990	$25,000	$25,000
197	2010	Chevrolet	Impala	2G1WA5EK3A1218365	$23,890	$25,000	$25,000
198	2013	Dodge	Ram 2500	3B7KC26Z61M544017	$20,495	$25,000	$25,000
199	2001	Chevrolet	Impala	2G1WF52EG19265858	$13,250	$25,000	$25,000
200	2019	Ford	Transit T-150 Van	1FTYE1CM6KKA66536	$23,327	$25,000	$25,000
201	2019	Dodge	Charger Police	2C3CDXAG7KH599133	$40,311	$25,000	$25,000
202	2019	Dodge	Charger Police	2C3CDXAG1KH599130	$32,352	$25,000	$25,000
203	2019	Dodge	Charger Police	2C3CDXAG5KH599132	$51,833	$25,000	$25,000
204	2019	Dodge	Charger Police	2C3CDXAG3KH599131	$32,060	$25,000	$25,000
205	2019	Ford	Fusion	3FA6P0G70KR224113	$18,244	$25,000	$25,000
206	2019	Ford	Escape	1FMCU0F71KUC07221	$18,666	$25,000	$25,000
207	2020	Dodge	Durango	1C4RDJFG1LC287180	$28,181	$25,000	$25,000
208	2020	Dodge	Durango	1C4RDJFG4LC308782	$28,181	$25,000	$25,000
209	2020	Dodge	Durango	1C4RDJFG6LC308783	$28,181	$25,000	$25,000
210	2020	Dodge	Durango	1C4RDJFG7LC369835	$47,619	$25,000	$25,000
211	2020	Ford	F-250	1FTBF2B61LED78615	$28,601	$25,000	$25,000
212	2020	Ford	F-250	1FTBF2B6XLED78614	$28,601	$25,000	$25,000
213	2020	Ford	F-150	1FTMF1CB9LKE28256	$23,911	$25,000	$25,000
214	2019	Peterbuilt	Aquatech B-10	1FVHG3FE6LHLY1138	$365,515	$25,000	$25,000
215	2011	International	MRAP	1HTLSAZT8BJ594959	$5,300	$25,000	$25,000
216	2021	Peterbilt	Tractor	1XPCDP9X9MD749760	$126,902	$25,000	$25,000
217	2019	Dodge	Charger	2C3CDXAG7KH748480	$24,924	$25,000	$25,000
		Total Vehicle Schedule of Values			**$8,778,556**		

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: Robert Carolin, Leisure Services Director

Date: September 22, 2021

Subject: Leisure Services Fee Schedule

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to approve changes to the Leisure Services Fee Schedule. The request is for a 3% rate increase, which is included in the proposed FY 2021-22 operating budget. Staff has also reviewed the fee schedule and is recommending several changes to reflect recent facility updates and other cost adjustments.

Background

During the operational budget review process, the Leisure Services Department performs a review of the current fee schedule to submit any additions or alterations for City Commission approval. In the fiscal year (FY) 2021-22 budget, the City Commission has approved an increase to Leisure Services fees by 3% annually to help support City of Ormond Beach programs.

Discussion

The fees shown under the column “F/Y 21/22” in the attached revised fee schedule include the 3% increase rounding to the nearest dollar, as well as additional staff recommendations that will go into effect upon the execution of the new resolution.

Changes to the fee schedule are below:

- Add a rental fee for the new press box at the Rick Boehm Girls' Softball Field.
- Adjust electric fees associated with facility rentals to more accurately reflect usage.
- Expand resident fee eligibility for tennis courts at Nova Community Park to include all Volusia County residents due to Echo grant funding requirements.
- Update name listed for the Limitless Playground to the Ferritto Family Limitless

Playground.
- Add lighting fee to the tennis courts at Nova Community Park.

Budget Impact

Impact to the budget is expected to be minimal.

Citizen Impact

The proposed 3% increase and the changes to the Leisure Services fee schedule ensures that the City of Ormond Beach continues to deliver top quality services and programs that are accessible to all citizens.

Recommendation

It is recommended that the City Commission authorize the proposed changes to the fee schedule for the Leisure Services Department.

Attachments:

- 21-155 Fee Schedule Increase (P21-0135G) (PDF)
- FY 2021-2022 Fee Schedule (PDF)

REVIEWED BY: Kelly McGuire, Finance Director 9/14/2021

Claire Whitley, Assistant City Manager 9/15/2021

APPROVED BY: Joyce A. Shanahan, City Manager 9/16/2021

RESOLUTION NO. 2021-155

A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 91-82 the City Commission adopted a "Fee Schedule" for the various cultural and recreational programs and facilities coordinated and operated by the Leisure Services Department which has subsequently been revised, and

WHEREAS, the City's professional staff has reviewed, and recommends approval of, the proposed Fee Schedule which has been updated to reflect miscellaneous revisions such as adding "Tennis Courts" at the Nova Community Park to the definition of "resident"; adding a fee for the new press box at the Rick Boehm Girls' Softball Field; adding a fee for lighting at the Nova Community Park tennis courts; adjusting electric fees for building rentals; correcting the name of the "Ferritto Family Limitless Playground", and a 3% increase in fees, and

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

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

SECTION ONE. The City Commission hereby approves and authorizes the aforementioned revisions to the City's Fee Schedule for various cultural and recreational programs and facilities. A copy of said Fee Schedule is attached hereto and incorporated herein by reference.

SECTION TWO. The fee increase shall become effective upon the adoption of this Resolution.

SECTION THREE. The City Commission hereby ratifies and affirms all actions taken in furtherance of establishing and amending the cultural and recreational fee schedules.

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

APPROVED AND AUTHENTICATED, this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

CITY OF ORMOND BEACH
LEISURE SERVICES DEPARTMENT

Fee Schedule
2021-2022

Department of Leisure Services Fee Schedule
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DEFINITIONS/CLARIFICATIONS
FOR PURPOSES OF FEE SCHEDULE

Information provided below applies to all classes, programs, events, activities, rentals within the Leisures Services Department fee schedule, unless otherwise stated in fee schedule.

"RESIDENT" DEFINED. Proof of residency must be supplied at time of registration in order to receive resident rates/benefits.

- one who has a domicile or permanent residence within the City limits of Ormond Beach,
- a person who is permanently inhabiting quarters within the City limits of Ormond Beach,
- a person who owns real property within the City limits of Ormond Beach
- a person who owns and operates a business (with a valid occupational license) physically located within the City limits of Ormond Beach
- a person who is employed by the City of Ormond Beach.
- for purposes of programs, rentals and activities at the Casements and Rockefeller Gardens, the Nova Skate Park and Tennis Courts, Central Park, Andy Romano Beachfront Park, Environmental Discovery Center and the Sports Complex, a resident shall include a person who maintains his or her domicile or permanent residence in any of the incorporated municipalities within Volusia County or the unincorporated area of Volusia County, who operates a business in any of the incorporated municipalities within Volusia County or the Volusia County or is employed by any municipality within Volusia County or by the County of Volusia. This is due to Volusia unincorporated area of ECHO grant funding that was provided for these locations.
- all other persons shall be classified as non-residents.

"SCHOLARSHIP CREDIT (FEE WAIVER)" DEFINED. A partial or full fee waiver given to resident participants who cannot afford the full cost of certain programs. They must meet certain scholarship eligibility requirements (provide current State of Florida letter verifying food stamp or Medicaid eligibility for child, or letter from school indicating eligibility for free lunch program.)

"NON-RESIDENT FEE": A non-resident shall pay 50% more than the resident fee or shall pay the non-resident rate if shown, as applicable. This applies to all fees shown in this fee schedule.

"FACILITY FEE": 10% is added to all "base" fees in the Leisure Services Department; (i.e., program, classes, rentals, etc.). The fees shown in this updated schedule do include the 10% facility fee.

"FACILITY CAP": On programs or activities that can only handle a certain number of participants, residents will be accepted before nonresidents can be added to the program unless the program is co-sponsored by another agency, i.e., Volusia County.

"CENTER ACTIVITY CARDS": Cards are issued to those who wish to participate in center activities at a recreation center where there is no program or class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center only.

"DAILY PASSES": In lieu of Center Activity Card, daily passes are offered for short term participation at the Nova Community Center and the South Ormond Neighborhood Center.

"NON-PROFIT": "Non-profit" groups shall pay 50% less than "For profit" groups or shall pay the non-profit rate as shown, if applicable. Staff fees, overtime, utility charges, field lights, cleaning, other extra fees are not included in non-profit discounted fees. In order to qualify for the reduced fee, the entity must submit a non-profit status certificate; i.e., 501(c)3 status certificate.

"SALES TAX": FL State Sales Tax is required on rentals. Sales tax exempt certificate required for tax exemption.

CLASSES/PROGRAMS/EVENTS/FACILITY RENTALS

Note: Any classes, programs, events, facility rentals shown in this schedule are indicative of the Leisure Services Department offerings and may be added to or deleted as necessary with the approval of the Leisure Services Director.
Material and supplies may be an added fee, based on program requirements.

"Volunteer Instructor-run Classes": These classes are offered through the use of volunteer instructors. No class fee is charged to the participants.

"Room Rental to Class Instructors" The instructor will collect payment directly from the student and the City will receive a room rental fee from the instructor equivalent to 30% of the revenue collected plus 10% facility fee or the instructor may elect to pay the room rental shown in this fee schedule.
There will be a minimum utility surcharge to the instructor depending on the total number of hours used, on a per program basis.

"Department-run Classes, Clinics": Class fees are established by the Coordinator in charge. Nonresident fees are 50% additional.

"Department-run Youth Sports": Youth Volleyball, Basketball Training League, Flag Football, Girl's Basketball, Summer Sports Clinics and other youth sports. Fee established by Athletics Supervisor.

"Department-run Adult Sports": Adult Coed Softball, Adult CoedVolleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports. Fee established by Athletics Supervisor.

"Parent Sponsored Youth Sports": Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association: Ormond Beach Youth Football and Cheerleading Association, Inc.; and Ormond Beach Pride, Inc. "Base" fees are determined by each Association.

Associations have the option to do their own registration or to have Leisure Services do the registration. Either way, per lease agreement with associations, fees collected are shared between City and Association as follows:

Association:	Base fee (as determined by Association)
City:	10% Facility fee (10% of fee charged to participant)
City:	Nonresident fee (50% additional which is charged to nonresidents only)
City:	If Dept. does the registration, a per participant registration fee of $2.50 per child is paid to City by Association.

FEES TO BE INCREASED 3% ANNUALLY, WITH CITY COMMISSION APPROVAL, UNLESS OTHERWISE NOTED.

Please note: Fees in this document have been rounded up to the nearest dollar.

AMES GROUNDS:			
AMES GROUNDS:	***F/Y 19/20***	***F/Y 20/21***	***F/Y 21/22***
(i.e., weddings, social gathering - no food) Reservations Required Up to 4 Hours	$104	$107	$110
ANDY ROMANO BEACHFRONT PARK			
Pavilion is used on a first come, first served basis unless reservations are made. If electricity is available, it will be charged at the rate of $38	***F/Y 19/20***	***F/Y 20/21***	***F/Y 21/22***
All Volusia County Residents (due to ECHO Grant) Up to four hours	$104	$107	$110
Non-Volusia Co. Residents Up to four hours	$231	$238	$245
BAILEY RIVERBRIDGE MEETING HALL AND GARDENS			
Security Deposit: $100 refundable due at time of reservation of date.			
MEETING HALL:			
~~**Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44**~~ **Utilities are $24 per day**	$22 - $43	$23 - $44	$24
Rental rates are in two-hour increments Resident	$90	$93	$96
There is a set up fee which includes use of available equipment (tables & chairs)			
(Small - up to 50 people) per hour	$29	$30	$31
(Large - over 50 people) per hour	$41	$42	$43
BAILEY RIVERBRIDGE GROUNDS: (i.e., weddings, social gatherings - no food on grounds)			
Residents Per hour	$74	$76	$78
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is	$138	$142	$146
served.(Additional permits, insurance and fees may apply in accordance with State regulations.)			
BIRTHPLACE OF SPEED PARK PAVILION			
(i.e., weddings, social gatherings, food allowed) If electricity is available, it will be charged at the rate of $38	***F/Y 19/20***	***F/Y 20/21***	***F/Y 21/22***
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to four hours	$104	$107	$110
CASEMENTS - CLASSES, PROGRAMS, CENTER EVENTS			
CLASSES/PROGRAMS:			
Scholarships are not available at The Casements.			
Teacher Duty Day Programs Per Day	$46	$48	$49
CASEMENTS CULTURAL EVENTS, ACTIVITY, AND PROGRAM FEES			
Admission fees may vary from $0 to $100 depending on event			
Applicable to Casements Activity Programs only			
FOR PROFIT GROUPS			
Arts & Crafts	$70	$72	$74

Arts & Crafts - Deposits	$34	$35	$36
Food Vendors	$138	$142	$146
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Food Vendors - Deposits	$64	$66	$68
Exhibitors (No sales) - Deposits	$33	$34	$35
Exhibitors (No sales) - Space	$49	$50	$52
Gallery Exhibits - Small	$97	$100	$103
Gallery Exhibits/Opening Receptions	$173	$178	$183
Literary Book Signings/Readings	$36	$37	$38
NON-PROFIT GROUPS			
Arts & Crafts	$33	$34	$35
Arts & Crafts - Deposits	$21	$21	$22
Food Vendors	$70	$72	$74
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Food Vendors - Deposits	$33	$34	$35
Exhibitors (No sales) - Deposits	$19	$20	$20
Exhibitors (No sales) - Space	$28	$29	$30
Gallery Exhibits - Small	$49	$50	$52
Gallery Exhibits/Opening Receptions	$90	$93	$96
Literary Book Signings/Readings	$21	$21	$22
CASEMENTS - FACILITY RENTALS			
~~**Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44**~~ **Utilities are $24 per day**	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Clubs/Group Meetings Fees - Will be assessed either an hourly fee, weekly, monthly	$22 - $43	$23-$44	$24
or yearly fee based on the type of usage in addition to the utility fee			
with additional fees for room set up.			
Casements Building:			
Rental rates are for a period of up to 4 consecutive hours			
Rent charged by room and/or by floor and is due 72 hours (three days) prior to the reserved date			
A $250 deposit will be required on facility rentals			
During Non-Operating Hours:			
Entire first floor area, which includes kitchen and gallery, studio and atrium.	$787	$810	$835
During Operating Hours:			
Atrium only	$153	$158	$163
Gallery only	$201	$207	$213
Gallery and kitchen	$298	$307	$316
Dance Studio only	$104	$107	$110
Classrooms	$63	$64	$66
Kitchen	$104	$107	$110

Gallery Exhibits - Small	$97	$100	$103
Gallery Exhibits/Opening Receptions	$173	$178	$183
Literary Book Signings/Readings	$36	$37	$38
Notes:			
There is a set-up fee which includes use of allowable equipment explained below and a record of these fees will be made a part of the lease.			
Small (up to fifty (50) people)	$63	$64	$66
Large (over fifty-one (51) people)	$90	$93	$96
Available kitchen equipment for use is: refrigerator, sinks, stove, oven, dishwasher, microwave. Not available are any of the			
china/dish sets, glassware or silver sets, or silver serving pieces, tablecloths, party-ware, plastic serving pieces and			
miscellaneous kitchen utensils.			
The renter is expected to pay for house personnel for monitoring the building. The number of personnel required will be			
determined by the Director. This is applicable if the renter will be occupying the building after normal working hours.			
Staff Fee: A member of the staff must be on the premises at all times.			
Minimum staff fee is (up to four (4) hours).	$104	$107	$110
If the rental agreement reflects more than four (4) hours, the rate is per hour.	$29	$30	$31
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is served.	$138	$142	$146
(Additional permits, insurance and fees may apply in accordance with State regulations.)			
CASEMENTS NORTH LAWN and ROCKEFELLER GARDENS			
	F/Y 19/20	***F/Y 20/21***	***F/Y 21/22***
Event fees are based on size, venue and duration of rental, city, state and health-related permits and insurance			
requirements for public and private events, city ordinances and state laws as they apply.			
The permitting authority shall consider all of the following criteria in granting, denying and conditioning a permit.			
Expected attendance, venue, time of day, adjacency of venue to other properties and events, profit/nonprofit functions,			
ticket & gate admission functions, safety and security of attendees, supervision liability for Non-Commercial Private			
Events; Commercial Community Events; Non-profit/For Profit.			
Rental fees are per four-hour block of time with additional hourly charges where applicable to include event setup and post teardown.			
Rental rates do not include fees for support staff (stage, audio, lighting technicians or police, fire, medical).			
Food, beverage & promotion of specific merchandise sales are permitted and subcontracted under the individual or			
organization renting the facility. Vendors are subject to insurance and health requirements.			
If admission is to be charged to an event, an additional 15% payment from the gate, vendors and/or concession			
proceeds may be assessed in addition to the fees charged for the use of the facility and grounds.			
Utility fees for water and electrical usage will vary based on hourly usage for vending and activities and stage and entertainment usage.			
Large events will require approval by the City Manager or designee.			
NON-COMMERCIAL PRIVATE EVENTS Up to 4 Hours	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
North Lawn and/or Gazebo, Porte Cochere	$173	$178	$183

Parking Lot	$138	$142	$146
South Garden	$415	$427	$440
Central Garden	$448	$461	$475
North Garden	$403	$415	$427
West River - Open Green Space	$70	$72	$74
Bridge Underpass Plaza	$70	$72	$74
Stage Pavilion	$554	$571	$588
Wedding Terrace Plaza	$347	$357	$368
South Garden Fountain/Picnic Area	$49	$50	$52
Application Fee - *SET FEE *DNC*	$25	$25	$25
Deposits (Refundable)	$250	$250	$250
Cancellation Fee (Nonrefundable)	$0	$0	$0
COMMERCIAL EVENTS; COMMUNITY EVENTS			
Up to 4 hours For-Profit	$2,757	$2,840	$2,925
4 to 12 hours For-Profit	$5,515	$5,680	$5,850
Application Fee - *SET FEE *DNC*	$25	$25	$25
Deposits (Refundable)	$1,000	$1,000	$1,000
Cancellation Fee (Nonrefundable)	$0	$0	$0
CENTRAL PARK			
Pavilions (i.e., social gatherings, picnics) If electricity is available, it will be charged at the rate of $38.	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Pavilion is used on a first come, first served basis unless reservations are made.			
All Volusia County Residents (due to ECHO Grant) Up to 4 hours	$76	$78	$80
COMMUNITY EVENTS			
Program Fees, Admission Fees, Event Fees will vary based on venue, size, and attendance.	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Non-commercial Private Events; Commercial Community Events			
Festival Vendor Fees:			
Arts and Crafts			
For Profit Deposit $50	$94 - $184	$94 - $184	$94 - $184
Non-Profit Deposit $25	$49 - $95	$49 - $95	$49 - $95
Food Vendors			
For Profit Deposit $100	$222 - $323	$222 - $323	$222 - $323
Non-Profit Deposit $ 50	$115 - $165	$115 - $165	$115 - $165
70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Exhibitor - No Sales			
For Profit Deposit $50	$94- $184	$94- $184	$94- $184
Non-Profit Deposit $25	$49 - $95	$49 - $95	$49 - $95
Specialty Vendors			
Game Merchant			

For Profit Deposit $100	$339	$349	$359
Non-Profit Deposit $ 50	$169	$174	$179
Amusements/Inflatables - Fees will be reviewed based on extension of venues.			
ENVIRONMENTAL DISCOVERY CENTER (EDC)			
CLASSES/PROGRAMS:			
Enviro-Camp Per Session (8 weeks) Price per Week Supplies may be additional	$109	$109	$112
Scholarships for camp are available through the Joyce Ebbets Scholarship Program			
CLASSROOM RENTALS: ~~**Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44**~~ **Utilities are $24 per day**	$22 - $43	$23-$44	$24
Refundable Deposit	$75	$75	$77
Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	$53	$54	$56
Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	$29	$30	$31
Non-Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	$82	$85	$87
Non-Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	$42	$43	$45
Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	$108	$111	$115
Volusia Co. Group/Business (1 time) up to 2 hours plus s/t	$57	$59	$60
Non-Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	$162	$167	$172
Non-Volusia Co. Group/Business (1 time) up to 2 hours plus s/t	$86	$89	$92
Additional staff (overtime, other than normal work hours, etc) Hourly rate	$40	$41	$43
Additional Set Up, if applicable, per meeting	$28	$29	$30
GROUP FIELD TRIPS			
Group field trips are to be scheduled in advance. Groups larger than 10 people require a facility use agreement			
Schools and Scout groups: $3.00 per student. For every 10 students, one teacher or chaperon is free.			
Additional adults & family members are $6.00 each. Rentals are in 2-hour blocks.			
Adult Groups: $3.00 per person. Rentals are in 2-hour blocks.			
EDC Grounds: (i.e., weddings, social gatherings)			
Volusia Co. Residents Per hour	$74	$77	$79
Non-Volusia Co. Residents Per hour	$111	$115	$118
FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7)			
ORMOND BEACH SPORTS COMPLEX, NOVA COMMUNITY PARK COMPLEX, SO. ORMOND NEIGHBORHOOD CENTER			
ALL SPORTS	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Permit required.			
Non-refundable Deposit required on all field rentals	$250	$250	$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for			
consecutive day rentals will be applied as follows: 2nd day 20%; 3rd day 25%; 4th day and after 30% discount.			

Nonresident Teams and Colleges:			
Practice - per 3 hours	$152	$156	$161
Practice - additional hours over 3 hrs - Per hour	$56	$57	$59
Games - single each	$201	$207	$213
Games - doubleheader (2 games)	$312	$321	$331
Extra marking - Billed per man hour	$42	$43	$44
Lights - per each game/practice	$83	$86	$89
High Schools: (Rates may not apply to school(s) with lease agreements)			
Practice - per 3 hours	$104	$107	$110
Practice - additional hours over 3 hrs - Per hour	$36	$37	$38
Games - single each including pre-game marking	$145	$149	$154
Games - doubleheader (2 games)	$249	$257	$265
Doubleheader marking: Billed per man hour	$42	$43	$44
Lights - Per each game/practice	$83	$86	$89
City Co-Sponsored Youth Teams from Ormond Beach (OBYBSA, etc.):			
Practices	No Charge	No Charge	No Charge
Games each	No Charge	No Charge	No Charge
Association Sponsored Clinics - No more than one clinic per season	No Charge	No Charge	No Charge
Other Governmental Agency Groups: same as High Schools above			
Ormond Beach Business/Residents/Not for Profit Organizations			
Games/Practices Per Hour	$36	$37	$38
Lights - Add per each game/practice	$83	$86	$89
Marking per hour	$49	$50	$52
Extra marking - Billed per man hour	$42	$43	$44
Locker Room Use (OB Sports Complex at Wendelstedt Fields) Add per day	$63	$65	$67
Rental of Fields for Camps, Clinics: All administration/registration for these			
camps will be handled by the renting party.			
1 Day - Rental Charge (up to 4 hours per day) - per day per field	$152	$156	$161
1 Day - Rental Charge (Minimum 4 hours per day)- per day per field	$208	$214	$220
Lights - Add per session per field	$83	$86	$89
Extra marking - Billed per man hour	$42	$43	$44
Tournament Play			
Tournament - Per Field Per Day up to 8 hours per day	$246	$253	$261
Tournament - Additional hours over 8 hours - Add per hour	$35	$36	$37
Field Maintenance Overtime - Billed per man hour	$42	$43	$44
Restroom Cleaning - Per service, plus supplies	$43	$44	$46
Add for Lights - Per game/practice	$83	$86	$89
PRESS BOX @ Rick Boehm Girls' Softball Field			
in addition to field rental			
Press box - Up to 4 hours, per day			$141
Press box - Additional hours - per hour			$35

SOCCER, FOOTBALL, LACROSSE, RUGBY	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Non-refundable Deposit required on all field rentals	$250	$250	$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for			
consecutive day rentals will be applied as follows: 2nd day 20%; 3rd day 25%; 4th day and after 30% discount.			
Field Rental - all users (other than recreational parent-run sports) up to 4 hrs	$533	$549	$565
Field Rental - all users (other than recreational parent-run sports) up to 8 hrs	$762	$784	$808
Field Rental - Additional hours over 8 hours - per hour	$93	$96	$99
Lights - Per night	$173	$178	$183
PRESS BOX @ OB Sports Complex Championship Field #7			
in addition to field rental			
Press box - Up to 4 hours, per day	$133	$137	$141
Press box - Additional hours - per hour	$33	$34	$35
GREG SMITH FIELD HOUSE @ OB Sports Complex			
City Co-Sponsored Youth Groups:			
Pre-scheduled use pending availability and at discretion of Leisure Services Director or appointee.			
Field House Rental - up to 4 hrs per day	$225	$232	$239
Field House Rental - 4 to 8 hrs per day	$450	$464	$478
Field House Rental - over 8 hrs add per hour	$56	$58	$60
Lessee is responsible for restroom cleaning and/or field house cleaning - per cleaning	$43	$44	$45
Security Deposit - Refundable	$500	$500	$500
FIELD #7 RENTAL PACKAGE			
Includes up to 4 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	$788	$811	$835
Includes up to 8 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	$1,351	$1,391	$1,433
Not included: Lights per Night ADD	$173	$178	$183
Not included: Restroom and/or field house cleaning, per cleaning ADD	$43	$44	$45
Refundable Security Deposit for Greg Smith Field House ADD	$500	$500	$500
FORTUNATO PARK			
FORTUNATO GROUNDS	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Commercial Use/Events Park is rented in 4 hour increments Resident	$816	$840	$865
Non-commercial Private Events Park is rented in 4 hour increments Resident	$554	$570	$587
~~**MEMORIAL GARDENS**~~			
~~**(i.e., weddings, social gatherings - no food allowed) Reservations Required**~~	~~**F/Y 19/20**~~	~~***F/Y 20/21***~~	~~***F/Y 21/22***~~
~~Residents Per Hour~~	~~$104~~	~~$107~~	

NOVA COMMUNITY CENTER - ACTIVITIES			
Center Activity Cards	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Residents - Free			
Single - Per person per year	$63	$64	$66
Family - Per family per year	$153	$158	$162
Sr. Citizen - Per person per year	$42	$43	$44
DAILY PASS			
Nonresidents pay per pass Not increased annually	$4	$4	$4
CLASSES/PROGRAMS			
Classes/programs may be added/deleted as needed.			
NOVA COMMUNITY PARK - COURT RENTALS			
NOTE: This is an open free play facility. If reservations are requested, courts must be	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
reserved in advance.			
TENNIS COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	$22	$23	$23
Resident Group, Tournament, Clinic, Camp: Per Court			
per day	$77	$79	$81
per ½ day	$42	$43	$44
Lights per court, per two-hour rental			$45
HANDBALL/RACQUETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	$13	$14	$14
OR			
Resident Group, Tournament: Per Court			
per day	$49	$50	$52
per ½ day	$28	$29	$30
OUTDOOR BASKETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per hour	$23	$24	$24
Resident Group, Tournament, Clinic, Camp:			
per day	$77	$79	$81
per ½ day	$42	$43	$44
NOVA COMMUNITY CENTER - RENTALS PAVILIONS, ROOMS, GYMNASIUM			
	F/Y 19/20	***F/Y 20/21***	***F/Y 21/22***
PICNIC SHELTERS RENTAL If electricity is available it will be charged at the rate of $38			
Rental Up to 4 hours Resident	$76	$78	$80
City Co-Sponsored Groups from Ormond Beach - Permit Required			

MEETING ROOM, ACTIVITY ROOM RENTAL			
~~**Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44**~~ **Utilities are $24 per day**	~~$22 - $43~~	~~$23-$44~~	$24
Refundable Deposit	$75	$75	$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	$42	$43	$44
Ormond Beach Nonprofit Groups (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	$104	$107	$110
Ormond Beach Nonprofit Groups (1 time use) (2 hr. limit)	$56	$57	$59
Nonresident Group (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	$159	$164	$168
Nonresident Group (1 time use) (2 hr. limit)	$97	$100	$103
Ormond Beach Business or Resident Group (cont. meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	$111	$115	$118
Ormond Beach Business or Resident Group (1 time use) (2 hr limit)	$63	$64	$66
Additional Chairs & Tables, Set up - Per Meeting	$29	$30	$31
GYMNASIUM RENTAL			
Refundable Deposit	$75	$75	$75
Practice/Games/Meetings/Special Events:			
City Co-Sponsored Groups from Ormond Beach - Permit Required	$42	$43	$44
1/2 Gym Rental (using divider curtain), per 2 hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	$104	$107	$110
Non-City Groups - per 2 hour increments	$159	$164	$168
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	$208	$214	$220
Full Gym Rental, per 2 hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	$208	$214	$220
Non-City Groups - per 2 hour increments	$319	$328	$338
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	$415	$427	$440
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility			
occurring during normally scheduled work hours for staff. If occurrence is other than normal			
work hours, fees in addition to those listed will be billed per man hour	$42	$42	$43
PERFORMING ARTS CENTER - CLASSES/PROGRAMS/THEATER GROUPS			
CLASSES/PROGRAMS:	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Theater Surcharge – All producers/directors of a performance will pay a	$1.45 - $5.00	$1.45 - $5.00	$1.45 - $5.00
surcharge for each person attending the performance regardless of method			
of ticket sales or free will offering.			
Summer Theatre Camp- provided by Children's Musical Theatre 70%/30% split	70/30 split	70/30 split	70/30 split
Ormond Beach Community Theater Groups			
Annual Show Stage Rehearsal for up to 8 hours per day	$50	$50	$50
PERFORMING ARTS CENTER - FACILITY RENTALS			

~~Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44~~ Utilities are $24 per day	F/Y 19/20	*F/Y 20/21*	*F/Y 21/22*
Sound & Lighting Technical Staff is not included with the standard house.	~~$22 - $43~~	~~$23-$44~~	$24
Technicians are independent contractors charging $31.00 minimum per hr - 4 hr minimum.			
Equipment rentals are subject to availability, various fees, based on quantity, may be changed.			
An itemized listing of equipment is administered by the Leisure Services Department.			
Studio – Monthly:			
Security Deposit - refundable	$100	$100	$100
Monday thru Thursday			
Room	$450	$463	$477
Friday thru Sunday			
Room	$498	$513	$528
Studio – One Time Use:	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Security Deposit - refundable	$100	$100	$100
Monday thru Thursday			
Room	$249	$257	$265
Friday thru Sunday			
Room	$298	$307	$316
Studio - Hourly Use:	$49	$50	$52
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once per week or four times per month. Rental period is not to exceed six (6) hours.			
Blue Room Studio use is based on rental period occurring during normally scheduled work hours for staff. If occurrence is other than normal working hours, fees in addition to those listed will be billed at per hour rate. Extraordinary setups or equipment are subject to additional charges.			
Production staff	$63	$64	$66
Custodial/regular staff	$29	$30	$31
PERFORMING ARTS CENTER - FACILITY RENTALS continued			
COMMERCIAL EVENTS:			
Single Use – 1 Performance			
Minimum rental	$796	$820	$845
Multi-Use			
Minimum rental			
First Performance	$799	$823	$848
plus each additional performance	$692	$713	$734
Rehearsal and Set Up Rate			
Per day (8 hours)	$298	$307	$316

Use of Facility for more than 3 days			
Per day for rehearsal and set up	$298	$307	$316
First performance day	$799	$823	$848
plus each additional performance	$595	$613	$631
Lectures & Private Meetings			
Per hour (minimum of 3 hours)	$152	$156	$161
Per day (8 hours)	$796	$820	$845
Other Rental Fees			
Lobby - Hourly Fee	$35	$36	$37
Lobby - Reception Area Per day Up to 4 hours	$100	$103	$106
Lobby - Reception Area Per day (4 - 8 hours)	$201	$207	$213
plus custodial charges per hour	$29	$30	$31
Upper classroom - Hourly Fee	$49	$50	$52
Upper classroom - Per day Up to 4 hours	$142	$146	$150
Upper classroom - Per day (4 - 8 hours)	$284	$292	$301
plus custodial charges per hour	$29	$30	$31
Staff Fees			
(a) A staff member must be on the premises at all times that the building			
is in use. No staff fee is charged during normal working hours.			
Staff fee shall be charged for all hours outside normal working hours, per hour	$63	$64	$66
(b) Additional Custodial Charges per hour rate	$29	$30	$31
Gallery Exhibits (per 2 weeks)	$221	$228	$235
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is	$138	$142	$146
served.(Additional permits, insurance and fees may apply in accordance with State regulations.)			
PERFORMING ARTS CENTER - FACILITY RENTALS continued			
	F/Y 19/20	***F/Y 20/21***	***F/Y 21/22***
NON-PROFIT EVENTS:			
All NonProfit Groups must Submit Nonprofit Status Certificate to Obtain Nonprofit Rates.			
Non-profit discounts do not apply to staff fees.			
Single Use – 1 Performance	$359	$370	$381
Multi-Use - Same Day			
First Performance	$359	$370	$381
2nd performance, same day	$117	$121	$124
Multi-Use - 4 Performance Minimum			
Per day	$298	$307	$316

Rehearsal and Set Up Rate			
Per day (8 hours)	$201	$207	$213
plus any labor costs associated with event, per hour	$63	$64	$66
Ormond Beach Community Theater Groups			
Annual Show Stage Rehearsal for up to 8 hours per day	$56	$58	$60
Lectures & Private Meetings			
Per hour (minimum of 3 hours)	$70	$72	$74
Per day (8 hours)	$394	$406	$418
Other Rental Fees			
Lobby - Reception Area Per day (8 hours)	$104	$107	$111
plus custodial charges per hour	$29	$30	$31
Upper classroom - Per day (8 hours)	$56	$57	$59
plus custodial charges per hour	$29	$30	$31
Gallery Exhibits (per 2 weeks)	$111	$115	$118
Staff Fees			
A staff member must be on the premises at all times that the building			
is in use. No staff fee is charged during normal working hours.			
Staff fee shall be charged for all hours outside normal working hours at			
the hourly rate of	$63	$64	$66
If the NET proceeds are donated to the Performing Arts Center, NO rent will be charged.			
The foregoing rental rates shall not apply to events or activities scheduled and approved by Leisure Services Director			
Organization renting facility will be responsible for all costs associated with security, stage labor and any overtime for			
operating personnel, inclusive of box office, ticket-takers, ushers, and custodial.			
RIVIERA PARK			
Small Gazebo and Grounds (i.e., weddings, social gatherings, picnics)	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to 4 hours	$76	$78	$80
SANCHEZ PARK			
Pavilion (i.e., weddings, social gatherings, picnics) If electricity is available it will be charged at the rate of $38	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to 4 hours	$76	$78	$81
SENIOR CENTER			
Senior Center is operated through a lease and use agreement by the Vol. Co. Council on Aging Monday through Friday 8am - 5pm for programs. Rentals are not applicable during this time period. Evening and weekend programs/rentals will be coordinated by the Leisure Services Dept. Refer to Facility Rentals section for facility reservations.			
SENIOR CENTER FACILITY RENTALS			

	F/Y 19/20	F/Y 20/21	F/Y 21/22
Due to lease and use agreement with Volusia Co. Council on Aging, rentals only occur after 5pm weekdays and on weekends.			
~~Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44~~ Utilities are $24 per day	$22 - $43	$23 - $44	
Senior Center Ballroom - Monthly:			
Security Deposit	$100	$100	$100
Monday thru Thursday			
½ Room	$201	$207	$213
With Kitchen Use	$249	$257	$265
Whole Room	$347	$357	$368
With Kitchen Use	$401	$413	$425
Friday thru Sunday			
½ Room	$249	$257	$265
With Kitchen Use	$298	$307	$316
Whole Room	$394	$406	$418
With Kitchen Use	$450	$463	$477
Ballroom – One Time Use:			
Security Deposit	$100	$100	$100
½ Room	$70	$72	$74
With Kitchen Use	$117	$121	$125
Whole Room	$152	$156	$161
With Kitchen Use	$201	$207	$213
Congregate Dining Room - Monthly:			
Security Deposit	$50	$50	$50
Monday thru Thursday	$201	$207	$213
Friday thru Sunday	$249	$257	$265
SENIOR CENTER FACILITY RENTALS continued			
	F/Y 19/20	F/Y 20/21	F/Y 21/22
Congregate Dining Room - One Time Use:			
Security Deposit	$50	$50	$50
Monday thru Thursday	$70	$72	$74
Friday thru Sunday	$104	$107	$110
Conference Room per hour	$29	$30	$31
Security Deposit	$50	$50	$50
Art Room per hour	$49	$50	$52
Security Deposit	$50	$50	$50
Card Room			
Security Deposit	$50	$50	$50
Monday thru Thursday	$30	$30	$31
Friday thru Sunday	$35	$36	$37
Poker Room			

Security Deposit	$50	$50	$50
Monday thru Thursday	$28	$29	$30
Friday thru Sunday	$35	$36	$37
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once weekly or four times per month. Rental period is			
not to exceed six (6) hours. Ballroom, Congregate Dining Room, Conference Room, and Art Room use is based on rental period occurring during			
normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed at current man			
hour rates per hour including overtime if applicable. Extraordinary setups or equipment are subject to additional charges.			
SENIOR CENTER CLUBS			
Rates as shown - non-profit discount does not apply	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Shuffleboard Club Rental	$100 yr	$100 yr	$100 yr
Tomoka Duplicate Bridge (Saturdays)	30% of draw	30% of draw	30% of draw
1 hour set up	plus $10/hr	plus $10/hr	plus $10/hr
4 hours play	for set up &	for set up &	for set up &
1 hour tear down	tear down	tear down	tear down
Granada Squares (Tues. nights 3.5 hours)	$50/wk	$50/wk	$50/wk
Sports Association Meetings	$10/hr	$10/hr	$10/hr
Homeowners Assoc. Meetings	$10/hr	$10/hr	$10/hr
Umpire meetings	$10/hr	$10/hr	$10/hr
Ballroom social dance (Sundays)	$50	$50	$50
City advisory boards	No charge	No charge	No charge
SHUFFLEBOARD BUILDING RENTAL at Ormond Beach Sports Complex			
	F/Y 19/20	***F/Y 20/21***	***F/Y 21/22***
Rental Up to 4 hours	$217	$224	$231
Rental Up to 8 hours	$434	$447	$460
SOUTH ORMOND NEIGHBORHOOD CENTER			
CENTER ACTIVITY CARDS	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Residents - FREE			
Nonresidents			
Single - Per person per year	$62	$64	$66
Family - Per family per year	$153	$158	$163
Sr. Citizen - Per person per year	$42	$43	$44
DAILY PASS			

Nonresidents pay per pass Not increased annually	$4	$4	$4
CLASSES/PROGRAMS:			
SUMMER PLAYGROUND PROGRAM			
South Ormond Neighborhood Center			
"Summer Connection Day Camp"			
"Summer Connection Day Camp" is split into 2 – 4 week sessions (Session A			
& Session B). Registration may be for either Session A or B, or both sessions.			
Contingent on school schedule, additional weekly sessions may be offered at additional cost.			
Session A - 4 weeks Resident	$238	$245	$252
Session A - 4 weeks Resident - Scholarship Rate	$58	$22	$23
Session B - 4 weeks Resident	$238	$245	$252
Session B - 4 weeks Resident - Scholarship Rate	$58	$22	$23
Session A - Pay Weekly Resident	$72	$74	$76
Session A - Pay Weekly Resident - Scholarship Rate	$17	$7	$7
Session B - Pay Weekly Resident	$72	$74	$76
Session B - Pay Weekly Resident - Scholarship Rate	$17	$7	$7
SOUTH ORMOND NEIGHBORHOOD CENTER - RENTALS			
PAVILIONS, ROOMS, GYMNASIUM, SONC SPLASH PAD			
PICNIC SHELTERS RENTAL If electricity is available, it will be charged at the rate of $38	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Rental Up to four hours Resident	$76	$78	$80
City Co-Sponsored Groups from Ormond Beach - Permit Required			
MEETING ROOM, ACTIVITY ROOM RENTAL			
~~**Utilities 1-15 days per month rental = $23 16-31 days per month rental = $44**~~ **Utilities are $24 per day**	$22 - $43	$23 - $44	
Refundable Deposit	$75	$75	$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	$42	$43	$44
Ormond Beach Nonprofit Groups (continuous meetings) Once weekly or four times per month	$104	$107	$110
Ormond Beach Nonprofit Groups (One time use) (Two-hour limit)	$56	$57	$59
Nonresident Group (continuous meetings) - per month Once weekly or four times per month	$159	$164	$169
Nonresident Group (One time use) (Two-hour limit)	$97	$100	$103
Ormond Beach Business or Resident Group (continous meetings) - per month, Once weekly or four times per month	$111	$115	$118
Ormond Beach Business or Resident Group(One time use) (Two-hour limit)	$63	$64	$66
Additional Chairs & Tables, Set up - Per Meeting	$29	$30	$31
GYMNASIUM RENTAL			
Refundable Deposit	$75	$75	$75
Practice/Games/Meetings/Special Events:			
City Co-Sponsored Groups from Ormond Beach - Permit Required	$42	$43	$44
1/2 Gym Rental (using divider curtain), per two-hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	$104	$107	$110
Non-City Groups - per two-hour increments	$159	$164	$169

Ormond Beach Non-profit Groups w/permit (special events - up to 8 hrs)	$208	$214	$220
Full Gym Rental, per two hour increments:			
Ormond Beach Business Groups/Residents - per two-hour increments	$208	$214	$220
Non-City Groups - per 2 hour increments	$319	$328	$338
Ormond Beach Non-profit Groups w/permit (special events - up to eight hours)	$415	$427	$440
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility			
occurring during normally scheduled work hours for staff. If occurrence is other than normal			
work hours, fees in addition to those listed will be billed per man hour	$42	$43	$44
SPLASH PAD RENTAL (So. Ormond Neighborhood Center only)			
Rental - Reservations available only between 8am - 10am (Two-hour mininium) Resident Per Hour	$70	$72	$74
Pavilion Rental in Addition to Splash Pad Rental ADD Per Rental Resident	$76	$78	$80
Note: Splash pad is limited to only 36 children at any given time.			
SPECIAL POPULATIONS			
	F/Y 19/20	***F/Y 20/21***	***F/Y 21/22***
Camp T. Rec—partnership (residents are from Port Orange, Daytona Beach			
or Ormond Beach.			
Resident	$261	$269	$277
Camp T. Rec door-to-door transportation--partnership			
Resident	tba	tba	tba
Camp T. Rec Field Trips	included	included	included
Challenger Sports of All Sorts; Challenger Baseball, Basketball & Soccer, Etc.			
Resident	$29	$30	$31
Teacher Duty Day Camps/Holiday Day Camps - Per Day			
Resident	$22	$23	$24
Seasonal Parties, Dinners and Dances			
Resident	$3 - $6	$3 - $6	$3 - $6
Nonresident	$5 - $9	$5 - $9	$5 - $9
Shining S.T.A.R.S. Pageant & Fashion Show Theater Ticket	$5 - $10	$5 - $10	$5 - $10
Exercise			
Resident	$15	$15	$16
Arts, Crafts, Activity Programs			
Resident	$22	$23	$24
Plus supply fee which varies per program	Varies	Varies	Varies
Support Groups	No Charge	No Charge	No Charge
Special Events			

Partnering agencies will be charged a rental fee for facility usage based on			
departmental facility location	Varies	Varies	Varies
SPORTS			
	F/Y 19/20	***F/Y 20/21***	***F/Y 21/22***
PARENT SPONSORED YOUTH SPORTS			
Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association; Ormond Beach Youth Football and Cheerleading Association, Inc.; Ormond Beach Pride, Inc. "Base" fees are determined by each association. The City's 10% facility fee is added to the base fee, resulting in the cost to City residents. Nonresidents pay an additional 50% City fee to participate in the sports program.			
DEPARTMENT-RUN YOUTH SPORTS			
Youth Volleyball, Basketball Training League, Flag Football, Girls Basketball, Summer Sports Clinics and other youth sports.			
Youth Volleyball Program Residents	$40 - $59	$40 - $59	$40 - $59
Basketball: Training League Ages 6 & 7 Residents	$57 - $85	$57 - $85	$57 - $85
Youth Flag Football League Ages 6 to 15 Residents	$57 - $85	$57 - $85	$57 - $85
Girls Basketball Residents	$67 - $105	$67 - $105	$67 - $105
Summer Sports Clinics Residents	$57 - $85	$57 - $85	$57 - $85
DEPARTMENT-RUN ADULT SPORTS: *Adult Coed Softball, Adult Coed Volleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports.* Fees include 10% facility fee. Nonresidents pay an additional 50%.			
Adult Coed Softball Teams			
Cost per team, depending on number of team entries	$451 - $727	$451 - $727	$451 - $727
Adult Coed Volleyball			
Cost per team	$180 - $309	$180 - $309	$180 - $309
(or cost per individual)	$32 - $54	$32 - $54	$32 - $54
Men's Basketball League			
Cost per team, depending on number of team entries	$309 - $618	$309 - $618	$309 - $618
Men's Softball League			
Cost per team, depending on number of team entries	$695 - $927	$695 - $927	$695 - $927
Men's Baseball League			
Cost per team, depending on number of team entries	$1030-2060	$1030-2060	$1030-2060
SPORTS COMPLEX "FERRITTO FAMILY LIMITLESS PLAYGROUND" If electricity is available it will be charged at the rate of $38			
Pavilion (i.e., social gatherings, picnics). Pavilion use is on first come, first served basis unless reserved.	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Rental Up to 4 hours Resident	$76	$78	$80
UNLISTED PARKS/PAVILIONS/PLAYGROUNDS/OPEN SPACES not shown elsewhere			
(i.e., social gatherings, picnics). Location upon approval of Leisure Services Director/appointee	**F/Y 19/20**	***F/Y 20/21***	***F/Y 21/22***
Rental Up to 4 hours Resident	$76	$78	$80

Leisure Services

Equipment Rental

EQUIPMENT RENTAL FEES			
Equipment	***F/Y 19/20***	***F/Y 20/21***	***F/Y 21/22***
Tables			
60 inch Round Table	$5	$5	$5
6 Foot Banquet Table	$8	$8	$8
8 Foot Banquet Table	$10	$10	$11
Tables (Inside use only)	$1	$1	$1
Linen			
Table Cloth: 60" x 120"	$8	$8	$8
Table Cloth Round: 120"	$8	$8	$8
Table Cloth Round: 60"	$8	$8	$8
Table Skirting Linen	$10	$10	$11
Chairs			
Chairs	$1	$1	$1
Audio / Visual			
Hand-held Microphone Each	$36	$37	$38
Lavaliere Microphone, Each	$36	$37	$38
Floor Monitor Speakers, Each	$36	$37	$38
Piano	$42	$43	$45
Color Gels	$9	$9	$10
Strobe Light, Daily Rental	$63	$65	$67
Strobe Light, Weekend Rental	$104	$107	$110
Mirror Ball	$36	$37	$38
Podium	$36	$37	$38
Podium with Microphone & Mic Stand	$42	$43	$45
Public	$49	$50	$52
50 Foot XLR Cable	$3	$3	$3
Speaker Cables	$3	$3	$3
Wireless Microphone or Regular w/ Stand	$7	$7	$7
Amplifier	$36	$37	$38
Speaker & Stands	$36	$37	$38
Wiring	$36	$37	$38
Movie Screen	$36	$37	$38
30 x 30' Movie Screen	$138	$142	$146
20' Double-sided Movie Screen	$104	$107	$110
Projection Equipment	$36	$37	$38

Staging & Tents			
Technical staff fee per hour	$28	$29	$30
Portable Stage Sections	$415	$427	$440
19 x 36 Hanging Backdrop, Each	$70	$72	$74
Miscellaneous			
Cooler	$3	$3	$3
Easel, Flipchart, & Markers	$7	$7	$7
Motor Coach Electrical Hookup- Per Day	$49	$50	$52
Extension Cords	$3	$3	$3
Power Strip	$3	$3	$3
Service Fees			
Labor Per Hour Set up/Take down - overtime = 1-1/2 x rate	$28	$29	$31
Damage Deposit (Variable Rate)	$25 - $500	$25 - $500	$25 - $500

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: Robert Carolin, Leisure Services Director

Date: September 22, 2021

Subject: Riverside Drive Closures 2021-2022

Commission Goal: N/A

Introduction

This is a request for City Commission authorization for the closure of Riverside Drive for various upcoming events.

Background

Due to the COVID-19 pandemic, special events are reviewed and modified as needed to ensure they are conducted in a safe manner for the general public. Approving this agenda item, as in years past, ensures both pedestrian and traffic safety should the events below occur.

Discussion

This item will authorize closures of Riverside Drive from Granada Boulevard to Casements Drive for the following events.

Event	Date	Times
Halloween	October 31, 2021	5:00 p.m. - 11:00 p.m.
Riverfest (Ormond Beach MainStreet)	November 19, 2021 - November 21, 2021	7:00 a.m. - 11:00 p.m.
Gaslight Parade	November 26, 2021	5:00 p.m. - 8:00 p.m.
Christmas Gala (The Casements Guild)	December 3, 2021 - December 5, 2021	4:00 p.m. - 5:00 p.m.
Holidays at The Casements	December 16, 2021	4:00 p.m. - 10:00 p.m.
Taste of Ormond (Ormond Beach MainStreet)	March 6, 2022	8:00 a.m. - 12:00 a.m. (midnight)
Tomoka Marathon	March 19, 2022	4:00 a.m. - 4:00 p.m.
Jewish Heritage Festival	March 25, 2022 -	4:00 p.m. - 9:00 p.m.

	March 27, 2022	
Celtic Festival (Ormond Beach MainStreet)	April 22, 2022 - April 24, 2022	8:00 a.m. - 10:00 p.m.
Art in the Park	April 29, 2022 - May 1, 2022	8:00 a.m. - 9:00 p.m.
Craft Beer Festival (Ormond Beach Rotary)	May 7, 2022	7:00 a.m. - 12:00 a.m. (midnight)
Memorial Day Rehearsal	May 28, 2022	6:00 a.m. - 2:00 p.m.
Memorial Day Remembrance	May 30, 2022	6:00 a.m. - 2:00 p.m.

The City Commission is not required to approve the closings of other streets in the city; however, for informational purposes, **Beach Street** will be closed for the following events:

Home for the Holidays Parade	South Beach Street between Granada Boulevard and Tomoka Avenue	December 11, 2021	12:00 p.m. (noon) - 10:00 p.m.
Independence Day	South Beach Street between Granada Boulevard and Tomoka Avenue North Beach Street between Granada Boulevard and New Britain Avenue	July 4, 2022	12:00 p.m. (noon) - 10:00 p.m.

Budget Impact

There is no budget impact associated with these closures.

Citizen Impact

Closing Riverside Drive to vehicular traffic helps improve safety for pedestrians attending events in the area.

Recommendation

It is recommended that the City Commission authorize closing Riverside Drive from Granada Boulevard to Casements Drive in accordance with the schedule detailed above.

REVIEWED BY:

Kelly McGuire, Finance Director 9/14/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

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: Shawn Finley, Public Works Director

Date: September 22, 2021

Subject: Invitation to Bid - Facility Hardening (Re-Bid)

Commission Goal: Public Safety - Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Facility Hardening Project (Re-Bid), Bid Number 2021-28.

Background

Following Hurricane Irma in 2017, the City contracted McKim & Creed, Inc. to submit a grant request to the Federal Emergency Management Agency (FEMA) through their Hazard Mitigation Grant Program (HMGP). The City was awarded this grant for hardening of the exterior windows and doors of five of the City's essential buildings, with final execution of the grant contract occurring in April, 2020.

During the initial bidding process, it was determined that additional information was required in order to obtain competitive bids. An architectural consultant (DJ Design) was hired to complete the bid specifications and drawings, address questions previously raised by bidders, and assist the City through the bidding process.

Discussion

City staff in cooperation with their consultant have prepared bid documents for selection of a contractor to complete the protection of City facilities proposed in the grant application to FEMA. The work proposed for the Facility Hardening Project consists of:

1. Permitting of the individual windows and doors chosen for protection, which are shown on the plans;
2. Removal of the exterior windows and doors on openings which are not currently protected; and
3. Installation of impact rated windows and doors where shown on the plans within the five subject facilities.
4. Restoration of any damage caused by construction.

There are five buildings included with this project. The first, City Hall, will be considered the base bid. The other four buildings, Police Department, Public Works Buildings, Fleet Operations, and Performing Arts Center, will be considered in alternative bids. These five facilities were specifically chosen to reduce time required for storm preparation, and to safeguard critical emergency operations that are conducted in each facility before, during, and immediately following a storm event. These five facilities are all critical to the City's recovery and functionality.

Budget Impact

This project is included in the Fiscal Year (FY) 2020-21, and is partially funded by the HMGP Grant.

The grant provides 75% of the original estimated project cost of $836,204 (which was determined in 2019). The current total project estimate, completed by DJ Design, is $748,066, with an additional cost of $68,620 if the City wants insulated glass. The remainder of the project cost will be funded by the 301-General Improvement Fund.

Citizen Impact

The completion of this project will allow the City's essential personnel to focus on other storm related preparations prior to impending storms. The use of impact rated windows and doors will enable City staff to continue to operate out of city facilities during and after major emergency events, and better provide the resources necessary to the affected citizens. During removal and installation, staff will supervise, and contractors will ensure, that building access integrity is maintained throughout construction.

Recommendation

Unless otherwise directed by the City Commission, City staff intends to publicly advertise this project for competitive bidding.

Attachments:

- Bid Manual (PDF)
- Location Map (PDF)
- Building Photos (PDF)
- Cost Estimate (PDF)
- Window Protection Drawings (PDF)

REVIEWED BY:

Chris Byle, Assistant Finance Director 9/14/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

Facility Hardening (Re-Bid)

Bid No. 2021-28

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

FACILITY HARDENING (Re-Bid
Ormond Beach, Florida

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Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the Facility Hardening (Re-Bid)**, Bid No. 2021-28** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **November 4th, 2021, at 2:00 PM**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Installation of new hurricane impact rated windows and doors on five (5) facilities within the City (Ormond Beach City Hall, Police Department, Fleet Operations, Public Works, and The Performing Arts Center)**.** The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **October 21st, 2021 at 2:00 PM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **October 28th, 2021 at 5:00pm.**

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids

shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract

Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid

unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **Facility Hardening (Re-Bid)**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2021-28

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

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

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

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

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

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

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

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

5. BIDDER will complete the Work for the following price(s), where Items 2, 4, 6, and 8 are to be only the estimated price of the insulated glazing:

Bid Schedule				
Item No.	Description	Estimated Quantity	Unit	Total Estimated Price
1	Base Bid – City Hall	1	LS	$
2	Alternate: Add Insulated Glazing City Hall	1	LS	$
3	Alternate #1 – Public Works & Fleet Operations	1	LS	$
4	Alternate #1a – Add Insulated Glazing Public Works & Fleet	1	LS	$
5	Alternate #2 – Performing Arts Center	1	LS	$
6	Alternate #2a – Add Insulated Glazing Performing Arts Center	1	LS	$
7	Alternate #3 – Police Department	1	LS	$
8	Alternate #3a – Add Insulated Glazing Police Department	1	LS	$

TOTAL BASE BID $_____
(Figures)

_____
(Words)

TOTAL BID INCLUDING ALTERNATES $_____
(Figures)

_____
(Words)

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run, and completed within **150** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars ($300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

(f) Federally Funded through FEMA's Hazard Mitigation Grant Program

(g) Verification of Employment Status using E-Verify System

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

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

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

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Facility Hardening (Re-Bid) (Bid No. 2021- 28)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST:

_____
(Surety)

_____ By: _____
(SEAL)

END OF SECTION
00410 - 1

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

_____

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2021.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of new hurricane impact rated windows and doors on five (5) facilities within the City of Ormond Beach (Ormond Beach City Hall, Police Department, Fleet Operations, Public Works, and The Performing Arts Center).

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FACILITY HARDENING (RE-BID)
and **Bid No. 2021-28**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **150** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars ($300) for each calendar day that expires after the time specified in paragraph 3.1 for

Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the lump sum TOTAL BID of $_____ ___, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages 00500-Exh A and 00500 Exh B , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 6 , inclusive).

7.7 Specifications bearing the title:

FACILITY HARDENING (RE-BID)

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 20 sheets numbered A0.0 through D3.1 inclusive and bearing the following general title:

WINDOW PROTECTION

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ____ , inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2021

OWNER City of Ormond Beach

By _____

Bill Partington
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

FACILITY HARDENING

SUBCONTRACTOR INDEMNIFICATION STATEMENT

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT
DEM Contract Number: H0193
FEMA Project Number: 4337-88-R

The City of Ormond Beach is receiving funding for this project per the above referenced Federally-Funded Subaward and Grant Agreement between the City and the State of Florida Division of Emergency Management. Per the terms of the Agreement,_____ is a subcontractor to the agreement, and is therefore bound by the terms of the Agreement, is bound by all applicable state and federal laws and regulations, and shall hold the Florida Division of Emergency Management, and the City of Ormond Beach harmless against all claims of whatever nature arising out of their performance of work under the Agreement, to the extend allowed and required by law.

Execution below indicates acceptance of the above information.

Contractor: _____

_____
Signature

_____
Print Name

_____
Title

_____
Date

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
Recipient's Name

H0193
DEM Contract Number

4337-88-R
FEMA Project Numer

SECTION 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

FACILITY HARDENING (RE-BID)
Bid No. 2021-28

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
Attorney-In-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

FACILITY HARDENING (RE-BID)
Bid No. 2021-28

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
Attorney-In-Fact

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for Owner

This the _____ day of _____, 2021.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda -Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid -The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

1.26. OWNER - The City of Ormond Beach, Florida.

1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.

1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.

1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

<u>Reuse of Documents</u>:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as “Additionally Insured” under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or

2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable" , "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2011-116 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $50,000 Fire Damage (any one fire)

$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

C. Requirements for Certificates of Insurance

(a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

(a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

(b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

(c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.

(d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

EQUAL OPPORTUNITY CLAUSE

During the performance of this Agreement, the CONTRACTOR agrees as follows:

(1) 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, sexual orientation, gender identify 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.

(2) 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.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement 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.

(4) 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.

(5) 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.

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Agreements or federally assisted construction Agreements 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.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subagreement 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 subagreement 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.

DAVIS-BACON REQUIREMENTS [This provision is not applicable as HMGP Disaster Assistance Funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C) 5170c]

AGREEMENT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No CONTRACTOR or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

FEMA or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such Agreement or any other Federal Agreement with the same prime CONTRACTOR, or any other Federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subagreements the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subagreements. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

RIGHTS TO INVENTIONS

Agreements or subagreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Agreements, and Cooperative Agreements. This Agreement incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. CONTRACTOR must include this requirement in all sub-tier Agreements involving experimental, developmental or research work.

CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and FEMA.

CONTRACTOR must include this requirement in all subagreements that exceeds $150,000.

ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subagreement that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier Agreement

CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying Amendment)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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 Agreement, 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 Agreement, grant, loan, or cooperative agreement.

(2) 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

LIEN WAIVER

The undersigned does hereby certify that through _____, 2021, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of $_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2021.

_____ CONTRACTOR

By _____ DATE: _____

TITLE:_____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

_____
Notary Public in and for
said County and State

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **FACILITY HARDENING (RE-BID)**
Bid Number 2021-28

Installation of new hurricane impact rated windows and doors on five (5) facilities within the City (Ormond Beach City Hall, Police Department, Fleet Operations, Public Works, and The Performing Arts Center.)

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:
The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work

on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.
The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

Agency:	Contact phone number:
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

Clearing and grubbing (including disposal of material).
Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
Dewatering and disposal of surplus water.
Structural fill, backfill, and grading.
Replacement of unpaved roadways, grass and shrubbery plots.
Cleanup.
Foundation and borrow materials, except as hereinafter specified.
Testing and placing system in operation.
Any material and equipment required to be installed and utilized for tests.
Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
Maintaining or detouring of the traffic.
Appurtenant work as required for a complete and operable system.
Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
Relocation and/or replacement of irrigation systems disturbed by construction.
Relocation and/or replacement of mail boxes disturbed by construction.
Furnishing adequate sanitary facilities for workers.
Adjustment of valve boxes.
Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 **Base Bid – City Hall**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 2</u> **Alternate – Add Insulated Glazing City Hall**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 3</u> **Alternate #1 – Public Works & Fleet Operations**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 4</u> **Alternate #1a – Add Insulated Glazing Public Works & Fleet**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 5</u> **Alternate #2 – Performing Arts Center**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 6</u> **Alternate #2a – Add Insulated Glazing Performing Arts Center**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 7</u> **Alternate #3 – Police Department**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

<u>Bid Item No. 8</u> **Alternate #3a – Add Insulated Glazing Police Department**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

1. CONTRACTOR'S Construction Schedule.
2. Application for Payment forms, including Continuation Sheets.
3. List of subcontractors.
4. List of products.
5. List of principal suppliers and fabricators.
6. Schedule of submittals.

D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

F. Include the following Project identification:

1. Project name and location.
2. Name of ENGINEER.
3. Project number.
4. CONTRACTOR'S name and address.
5. Date of submittal.

G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

1. Related Specification Section or Division.
2. Description of Work.
3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
5. Dollar value.
6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR'S Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of CONTRACTOR'S staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. Submit requisite number of photographs with each application.

D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.

E. Submit certified payroll sheets for CONTRACTOR’S forces and all Subcontractors for the month preceding the submitted application.

F. Submit revised monthly progress schedules with each month’s Application for Payment, including cash flow projections.

G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.

B. Administrative actions and submittals that shall precede or coincide with this application include the following:

1. Occupancy permits.
2. Warranties and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Changeover information related to OWNER'S occupancy.
7. Final cleaning.
8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements and submittals including As-Built Survey.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the OWNER.
4. Certified property survey.
5. Proof that taxes, fees, and similar obligations were paid.
6. Removal of temporary facilities and services.
7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

<u>Progress Reports:</u>

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01340
SHOP DRAWINGS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal – Description and Number assigned.
2. Date to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of resubmittal and return (as applicable).
6. Date material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.

B. Determine and Verify:

1. Field measurements

2. Field construction criteria

3. Catalog numbers and similar data

4. Conformance with Specifications

C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. The number of each shop drawing, product data, and sample submitted

5. Notification of deviations from contract documents

6. Submittal log number conforming to specification section numbers.

G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.

H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. as permitting any departure from the Contract requirements;

2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's agreement with the Owner.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in the specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above.
As used herein, the term "manufactured" applied to standard units usually mass produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:

1. Project title and number

2. Name of project building or structure

3. Number and title of the shop drawing

4. Date of shop drawing or revision

5. Name of Contractor and subcontractor submitting drawing

6. Supplier/manufacturer

7. Separate detailer when pertinent

8. Specification section

10. Drawing number

E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

Electrical Power Service
Water Service (potable for certain uses)
Sanitary
Storm Sewer or Open Drainage/Run-off Control
Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be rented from the City's designated solid waste hauler. The solid waste hauler currently under contract with the City is:

Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd.
Daytona Beach, FL 32114
Phone: (386) 788-8890

It will be the Contractor's responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.
After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for “Notification of Construction” and “Notification of Street Closure” requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:

1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.

2. The proposed coating system shall use coatings of the same generic type.

3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.

4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services and the OWNER will compensate the ENGINEER for such additional services and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the

respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:

   Previous Change Orders
   Deductions for uncorrected work
   Deductions for liquidated damages
   Deductions for reinspection payments
   Other adjustments

3. Total Contract Sum, as adjusted

4. Previous payments

5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

E. Remove and Recycle: Items or materials scheduled to be removed. Contractor my salvage and recycle.

1.3 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

B. Pre-Demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.4 QUALITY ASSURANCE

A. Pre-Demolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.

3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.3 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

2. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
3. Dispose of demolished items and materials promptly.

B. General: Demolition activities shall not begin until replacement systems are on site and ready to be installed.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Recycled items: Contractor may recycle any material or items at his discretion.

E. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

3.5 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.

1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Warranties.

1.3 QUALITY ASSURANCE

1.4 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing

according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant Neutral-Curing Silicone Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. BASF Building Systems.
   b. Dow Corning Corporation.
   c. GE Advanced Materials - Silicones.
   d. May National Associates, Inc.
   e. Pecora Corporation.
   f. Polymeric Systems, Inc.
   g. Schnee-Morehead, Inc.
   h. Sika Corporation; Construction Products Division.
   i. Tremco Incorporated.

2. Type: Single component (S).
3. Grade: Pourable (P) or non-sag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Traffic (T) or Non-traffic (NT).

2.3 JOINT SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove laitance and form-release agents from concrete.
2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form

smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:
   a. Perimeter joints between materials listed above and frames of doors and louvers.

2. Joint Sealant: Silicone.

B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:
   a. Perimeter joints between interior wall surfaces and frames of interior doors.
2. Joint Sealant: Silicone.

END OF SECTION 079200

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior storefront framing.
2. Storefront framing for punched openings.
3. Exterior manual-swing entrance doors and door frame units.

1.2 PERFORMANCE REQUIREMENTS

A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:

1. Movements of supporting structure indicated on Drawings including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
2. Dimensional tolerances of building frame and other adjacent construction.
3. Failure includes the following:

   a. Deflection exceeding specified limits.
   b. Thermal stresses transferring to building structure.
   c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
   d. Noise or vibration created by wind and by thermal and structural movements.
   e. Loosening or weakening of fasteners, attachments, and other components.
   f. Failure of operating units.

B. Deflection of Framing Members:

1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane shall not exceed L/175 of the glass edge length for each individual glazing lite 1/175 of clear span for spans up to 13 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 13 feet 6 inches (4.1 m) or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19 mm), whichever is less.
2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components directly below them to less than 1/8 inch (3.2 mm) and clearance between members and operable units directly below them to less than 1/16 inch (1.5 mm).

C. Air Infiltration: Provide aluminum-framed systems with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa).

D. Water Penetration under Static Pressure: Provide aluminum-framed systems that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.

1. Include details of provisions for system expansion and contraction and for drainage of moisture in the system to the exterior.

C. Samples: For each type of exposed finish required.

D. Other Action Submittals:

1. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.

E. Maintenance data.

F. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.

C. Accessible Entrances: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and Florida Building Code.

D. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.

E. Preinstallation Conference: Conduct conference at Project site.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components on which finishes do not comply with requirements or that fail in materials or workmanship within specified warranty period. Warranty does not include normal weathering.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Arcadia, Inc.
2. Arch Aluminum & Glass Co., Inc.
3. CMI Architectural.
4. Commercial Architectural Products, Inc.
5. EFCO Corporation.
6. Kawneer North America; an Alcoa company.
7. Leed Himmel Industries, Inc.
8. Pittco Architectural Metals, Inc.
9. TRACO.
10. Tubelite.
11. United States Aluminum.
12. Vistawall Architectural Products; The Vistawall Group; a Bluescope Steel company.
13. YKK AP America Inc.

2.2 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

1. Sheet and Plate: ASTM B 209 (ASTM B 209M).
2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
3. Extruded Structural Pipe and Tubes: ASTM B 429.
4. Structural Profiles: ASTM B 308/B 308M.
5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.

B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.

1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.3 FRAMING SYSTEMS

A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: Nonthermal.
2. Glazing System: Retained mechanically with gaskets on four sides.
3. Glazing Plane: Center.

B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
2. Reinforce members as required to receive fastener threads.
3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.

D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.

E. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.

2.4 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch-(3.2-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.

2. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width.

a. Accessible Doors: Smooth surfaced for width of door in area within 10 inches (255 mm) above floor or ground plane.

3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.

   a. Provide nonremovable glazing stops on outside of door.

2.5 ENTRANCE DOOR HARDWARE

A. General: Provide entrance door hardware for each entrance door to comply with requirements in this Section.
   1. Opening-Force Requirements:

      a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion and not more than 15 lbf (67 N) to open the door to its minimum required width.
      b. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.

B. Opening-Force Requirements:
   1. Latches and Exit Devices: Not more than 15 lbf (67 N) required to release latch.

C. Pivot Hinges: BHMA A156.4, Grade 1.

   1. Offset-Pivot Hinges: Provide top, bottom, and intermediate offset pivots at each door leaf.

D. Automatic and Self-Latching Flush Bolts: BHMA A156.3, Grade 1.

E. Cylinders: As required to match existing building hardware

F. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.

G. Operating Trim: BHMA A156.6.

H. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to meet field conditions and requirements for opening force.

I. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.

J. Weather Stripping: Manufacturer's standard replaceable components.

K. Thresholds: BHMA A156.21, raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (13 mm).

2.6 ACCESSORY MATERIALS

A. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil (0.762-mm) thickness per coat.

2.7 FABRICATION

A. Form or extrude aluminum shapes before finishing.

B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:

1. Profiles that are sharp, straight, and free of defects or deformations.
2. Accurately fitted joints with ends coped or mitered.
3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
4. Physical and thermal isolation of glazing from framing members.
5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
6. Provisions for field replacement of glazing from interior.
7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.

F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.8 ALUMINUM FINISHES

A. Kynar 500 painted finish. Color as noted on the drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.

4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
6. Seal joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

D. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

E. Install components plumb and true in alignment with established lines and grades, and without warp or rack.

F. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.2 FIELD QUALITY CONTROL

A. Repair or remove work if test results and inspections indicate that it does not comply with specified requirements.

B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

C. Aluminum-framed assemblies will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

END OF SECTION 084113

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

1. Windows.
2. Doors.

1.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design glass, including comprehensive engineering analysis according to ASTM E 1300 by a qualified professional engineer, using the following design criteria:

1. Design Wind Pressures: As shown on drawings.

1.3 SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches (300 mm) square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

E. Preconstruction adhesion and compatibility test report.

1.4 QUALITY ASSURANCE

A. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or the manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

1.5 WARRANTY

A. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which laminated-glass manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.

B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

C. Windborne-Debris-Impact Resistance: Provide exterior glazing that passes basic protection testing requirements in ASTM E 1996 for Wind Zone 1 when tested according to ASTM E 1886. Test specimens shall be no smaller in width and length than glazing indicated for use on the Project and shall be installed in same manner as glazing indicated for use on the Project.

1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

1. U-Factors: .95 Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F (W/sq. m x K).
2. Solar Heat-Gain Coefficient and Visible Transmittance: .56 Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
3. Visible Reflectance: 6% Center-of-glazing values, according to NFRC 300.

2.2 GLASS PRODUCTS

A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (tinted) unless otherwise indicated.

1. Products: Subject to compliance with requirements, provide available products that may be incorporated into the Work include, but are not limited to, the following:

    a. AFG Industries, Inc.
    b. Guardian Industries Corp.
    c. Pilkington North America; OptiFloat Grey tint
    d. PPG Industries, Inc.

2.3 LAMINATED GLASS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cardinal Glass Industries

2. Viracon

3. Pilkington North America.

B. Windborne-Debris-Impact-Resistant Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, with "Windborne-Debris-Impact Resistance" Paragraph in "Glass Products, General" Article, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

1. Construction: Laminate glass with one of the following to comply with interlayer manufacturer's written recommendations:

    a. Polyvinyl butyral interlayer.

2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
3. Interlayer Color: Clear unless otherwise indicated.

2.4 INSULATING GLASS – ALTERNATE GLAZING

A. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following**:

    a. AFG Industries, Inc.
    b. Guardian Industries Corp.
    c. Pilkington North America
    d. PPG Industries, Inc.

B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Sealing System: Dual seal, with **manufacturer's standard** primary and secondary.
2. Spacer: **Manufacturer's standard spacer material and construction**.
3. Desiccant: Molecular sieve or silica gel, or blend of both.

C. Glass: Comply with applicable requirements in "Glass Products" Article **and in "Laminated Glass" Article** as indicated by designations in "Insulating-Glass Types" Article.

D. Glass Type : Low-e-coated, clear insulating glass.

1. Overall Unit Thickness: **1 5/16 inch** .
2. Outdoor Lite: **Fully tempered float glass**.
3. Interspace Content: **Air**.
4. Indoor Lite: Laminated Glazing.
5. Low-E Coating: **Pyrolytic on second** surface.
6. Provide safety glazing labeling.

2.5 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:

1. Neoprene complying with ASTM C 864.
2. EPDM complying with ASTM C 864.
3. Silicone complying with ASTM C 1115.
4. Thermoplastic polyolefin rubber complying with ASTM C 1115.

2.6 MISCELLANEOUS GLAZING MATERIALS

A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

E. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

3.2 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to

produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.3 CLEANING AND PROTECTION

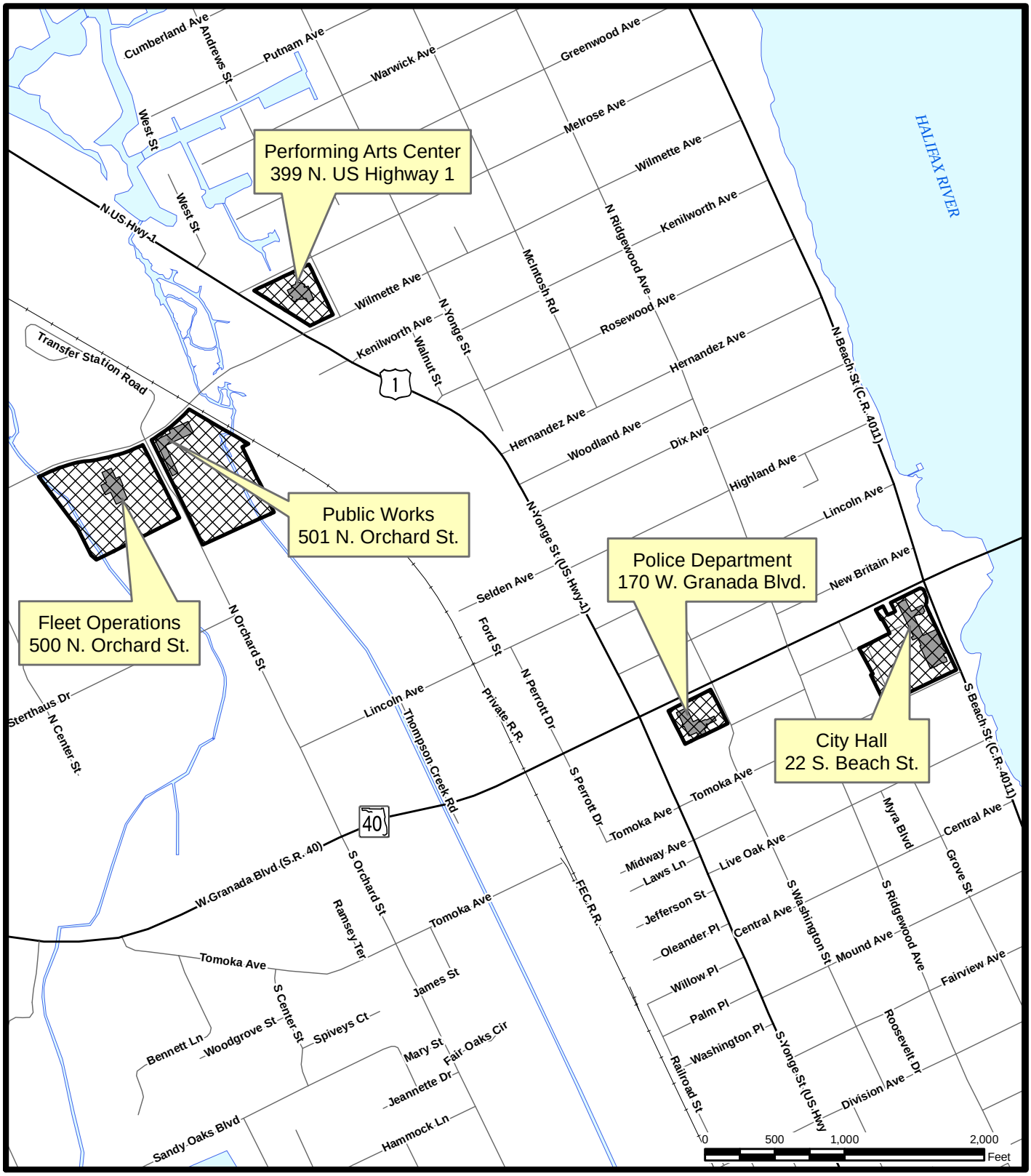
A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION 088000



FACILITY HARDENING LOCATION MAP

Prepared By: City of Ormond Beach
G.I.S. Department - May 10, 2018

N
W E
S

1 inch = 1,000 feet

City of Ormond Beach – City Hall

Building Front – Facing West

Building Front – Facing North

Building Front – Facing West

Building Front – Facing South

Building Front – Facing West

Building Side – Facing South

Building Rear – Facing East

Building Rear – Facing East

Building Side – Facing North

City of Ormond Beach – Fleet Operations

Building Front – Facing West

Building Side – Facing South

Building Rear – Facing East

Building Rear – Facing East

Building Rear – Facing East

Building Side – Facing North

City of Ormond Beach – Performing Arts Center

Building Front – Facing South

Building Side – Facing West

Building Rear – Facing South West

Building Rear – Facing South

Building Side – Facing East

Building Side – Facing East

City of Ormond Beach – Police Department

Building Front – Facing West

Building Side – Facing South

Building Rear– Facing East

Building Side – Facing North

Building Side – Facing North

Building Side – Facing South

City of Ormond Beach – Public Works

Building Front – Facing East

Building Side – Facing East

Building Side– Facing North

Building Rear – Facing West

Building Rear – Facing West

Building Side – Facing North

Building Rear – Facing West

Building Side – Facing South

Building Side – Facing South

ORMOND BEACH OPENING PROTECTION
QUANTITY TAKEOFF AND COST ESTIMATE
8/20/2021 revision #1 8-20-2021

	WINDOW REPLACEMENT	ADD FOR INSULATED GLASS
CITY HALL (BASE BID)	$261,091	$21,268
PERFORMING ARTS CENTER (ALTERNATE #1)	$161,984	$13,068
PUBLIC WORKS (ALTERNATE #2)	$151,765	$15,630
POLICE STATION (ALTERNATE #3)	$173,227	$18,655
	$748,066	$68,620

CITY OF ORMOND BEACH
VARIOUS MUNICIPAL BUILDINGS
WINDOW PROTECTION

ARCHITECTURAL SYMBOLS

SYMBOL	DESCRIPTION
3 / A3.5	BUILDING AND WALL SECTION REFERENCE AND DRAWING NO.
3 / A3.5	DETAIL NUMBER REFERENCE DRAWING NUMBER
1 / 2	INTERIOR ELEVATIONS
1	WALL OR PARTITION CONSTRUCTION TYPE
A	DOOR DESIGNATION
A106	ROOM / SPACE NO.
2	REVISION
N	PROJECT NORTH

PARTITION & SYMBOL LEGEND

- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION OR ELEMENT TO BE REMOVED
- EXTENT OF THE NEW BUILDING
- NEW WALL OR PARTITION
- DOOR AND FRAME TO BE REMOVED.
- EXISTING DOOR AND FRAME TO REMAIN.
- NEW DOOR, FRAME & HARDWARE
- EXISTING STRUCTURE TO BE REMOVED.
- CEILING MOUNTED EXIT SIGN
- VOICE / DATA OUTLET
- LIGHT SWITCH
- WALL OUTLET
- QUADRUPLEX OUTLET
- THERMOSTAT
- NEW WALL MOUNTED EMERGENCY FIXTURE

NOTE: EXISTING EQUIPMENT/FIXTURES ARE INDICATED BY THE SYMBOLS ABOVE & DENOTED AS 'E'

DRAWING SCHEDULE

DWG	SHEET NAME
ARCHITECTURAL	
A0.0	COVER SHEET
A1.1	CITY HALL FIRST FLOOR PLAN
A1.2	CITY HALL SECOND FLOOR PLAN
A2.1	CITY HALL ELEVATIONS
A2.2	CITY HALL ELEVATIONS
A3.1	CITY HALL WINDOW SCHEDULE/TYPES
B1.1	POLICE STATION FLOOR PLAN
B2.1	POLICE STATION ELEVATIONS
B3.1	POLICE STATION WINDOW SCHEDULE
C1.1	PERFORMING ARTS CENTER FIRST FLOOR PLAN
C1.2	PERFORMING ARTS CENTER SECOND FLOOR PLAN
C2.1	PERFORMING ARTS CENTER ELEVATIONS
C3.1	PERFORMING ARTS CENTER WINDOW SCHEDULE
D1.1	PUBLIC WORKS ADMINISTRATION FLOOR PLAN
D1.2	PUBLIC WORKS ADMINISTRATION FLOOR PLAN
D1.3	PUBLIC WORKS FLEET MAINTENANCE FLOOR PLAN
D2.1	PUBLIC WORKS ADMINISTRATION FLOOR ELEVATION
D2.2	PUBLIC WORKS ADMINISTRATION FLOOR ELEVATION
D2.3	PUBLIC WORKS FLEET MAINTENANCE FLOOR ELEVATION
D3.1	PUBLIC WORKS SCHEDULES

SCOPE OF WORK:

1. IT IS THE INTENT OF THE CITY TO PROTECT THE GLAZED OPENINGS OF VITAL CITY BUILDINGS. THE SCOPE OF THE PROJECT IS TO REMOVE THE NOTED OPENINGS, INSTALL NEW CODE APPROVED, IMPACT RATED, ALUMINUM STOREFRONT WINDOWS WITH LAMINATED GLASS IN EXISTING OPENINGS AND TO REPAIR ANY DAMAGE TO INTERIOR AND EXTERIOR FINISH SYSTEMS THAT MIGHT HAVE OCCURRED DURING THE REMOVAL AND INSTALLATION PROCESS.
2. THE NEW WINDOW SYSTEMS SHALL MEET APPLICABLE REQUIREMENTS OF CHAPTER 16 OF THE 7th edition FLORIDA BUILDING CODE (2020). ALL BUILDINGS SHALL BE CONSIDERED RISK CATEGORY IV AS DEFINED IN TABLE 1604.5 AND SHALL BE SUBJECT TO WIND LOADING AS SHOWN IN FIGURE 1609.3(3) OF THE FBC
   ULTIMATE WIND SPEED - 160 MPH
   RISK CATEGORY IV
   WIND EXPOSURE C
   COMPONENT AND CLADDING PRESSURES AS SHOWN ON INDIVIDUAL BUILDINGS
3. CITY HALL OPENING PROTECTION IS CONSIDERED TO BE BASE BID FOR THE PROJECT. REFER TO "BID FORM"
4. OPENING PROTECTION FOR REMAINDER OF BUILDINGS ARE INDIVIDUAL ALTERNATE BIDS. REFER TO FRONT END DOCUMENTS AND "BID FORM"

GENERAL NOTES:

1. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTORS RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS. UNLESS OTHERWISE SPECIFICALLY NOTED IN THE DRAWINGS OR PROJECT MANUAL. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWINGS AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ARCHITECT/ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
2. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 553 WITH RESPECT TO HANDICAPPED ACCESSIBILITY DESIGN AND CONSTRUCTION STANDARDS.
3. ALL NEW DOORS INSTALLED IN THE MEANS OF EGRESS INCLUDING EXIT ACCESS DOORS FROM ALL WALK-IN ROOMS AND AREAS SHALL BE 36" WIDE THEREBY PROVIDING A MINIMUM 32" CLEAR OPENING.
4. DOOR HARDWARE FURNISHED FOR NEW DOORS OR RELOCATED DOORS INSTALLED IN THE MEANS OF EGRESS, INCLUDING EXIT ACCESS DOORS, WILL BE OPERABLE FROM THE INSIDE WITHOUT SPECIAL KEY EFFORT OF KNOWLEDGE. THE HARDWARE SHALL BE LEVER HANDLE OR EQUAL(PANIC HARDWARE IN ASSEMBLY OCCUPANCY) PER FLORIDA STATUTE 553. DOORS SHALL RELEASE WHEN NO MORE THAN 15 LB. IS APPLIED TO THE RELEASING APPROVED, DOOR CLOSER PER NFPA 5-12.1 (C).
5. ANY AND ALL DEVIATIONS FROM SPECIFIED PRODUCTS MUST BE APPROVED BY THE ARCHITECT.
6. PAINT ALL REPAIRED SURFACES AS REQUIRED TO ASSURE A UNIFORM APPEARANCE.
7. THE CONTRACTOR SHALL PROVIDE SAFE, SUFFICIENT, AND PROPER FACILITIES AT ALL TIMES FOR THE INSPECTION OF THE WORK BY THE OWNER, ENGINEER, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.

PROJECT NOTES:

1. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL WINDOWS, DOORS, ANCHORS, AND APPURTENANCES SHOWN ON INDIVIDUAL BUILDING SCHEDULES, PLANS AND ELEVATIONS.
2. CONTRACTOR SHALL SUPPLY AND INSTALL NEW WINDOW AND DOOR SYSTEMS DESCRIBED IN IN INDIVIDUAL BUILDING SCHEDULES. NEW SYSTEMS SHALL BE ANCHORED TO EXISTING SUBSTRATE AS PER TYPICAL DETAILS.
3. CONTRACTOR SHALL ASSURE THAT NO DEMOLITION OF ANY OPENING SHALL TAKE PLACE UNTIL ALL PIECES AND PARTS FOR REPLACEMENT SYSTEM IS IN THE CONTRACTORS POSSESSION.
4. ALL SUBJECT BUILDINGS WILL CONTINUE IN OPERATION DURING THE REMOVAL AND REPLACEMENT SEQUENCE. IT IS IMPERATIVE THAT NO OPENING BE LEFT OPEN DURING NON-WORKING HOURS (NIGHTS AND WEEKENDS). THE CONTRACTOR SHALL ASSURE THAT NO OPENINGS WILL BE DEMOLISHED THAT CANNOT BE REPLACED DURING A SINGLE WORK DAY.

VICINITY PLAN
NOT TO SCALE

DESIGN, INC
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6983
FAX (386) 255-6986

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: DMS
REVIEWED BY: DMS

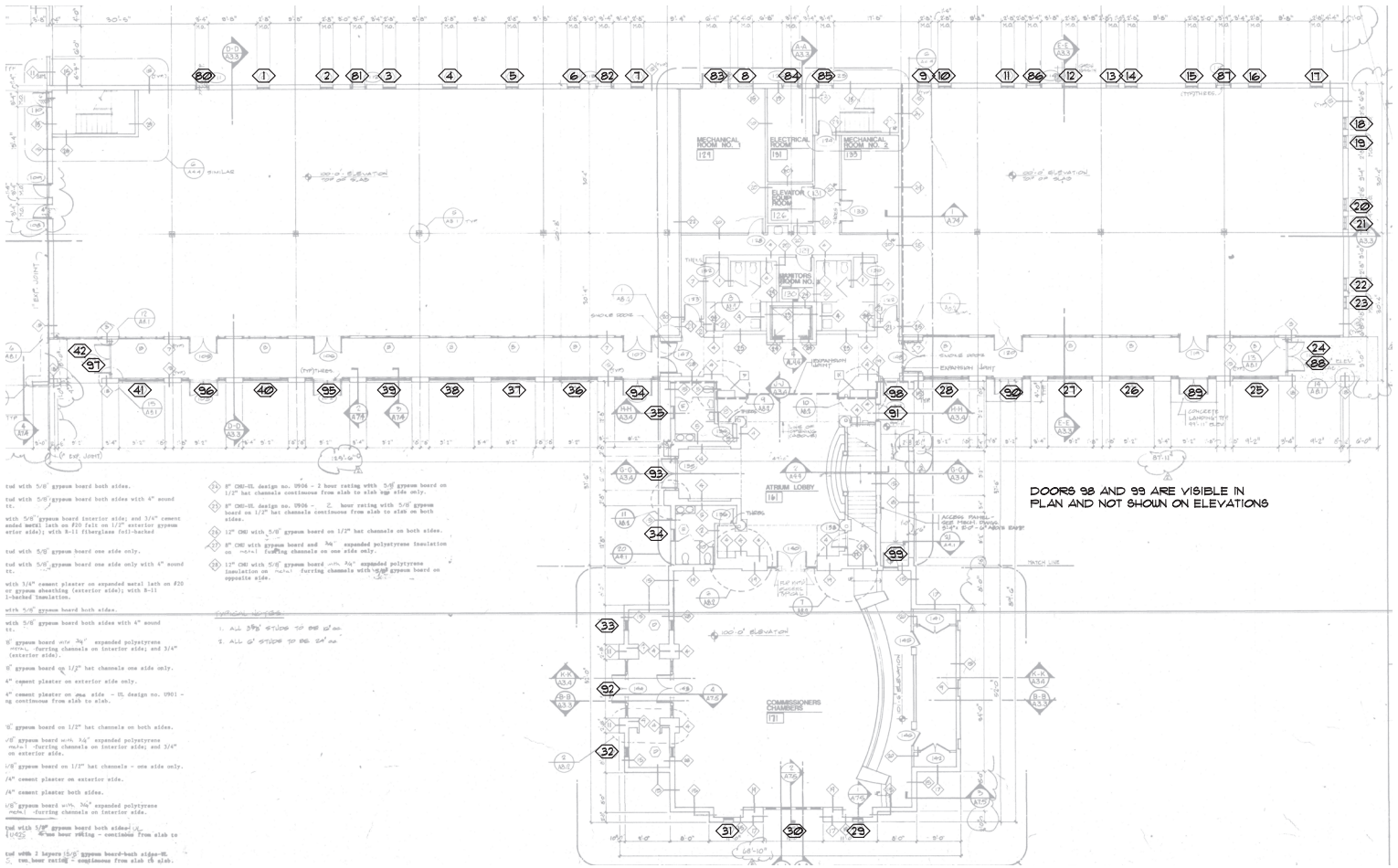
PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
VARIOUS MUNICIPAL BUILDINGS
WINDOW PROTECTION
ORMOND BEACH, FL. 32174

SHEET TITLE
COVER SHEET

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A0.0

PROJECT # 02392.01
DATE: 06.31.2021



FIRST FLOOR PLAN
SCALE: 3/32"=1'-0"

BASE BID

DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000667
PHONE (386) 255-6987
FAX (386) 255-6989

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
CITY HALL
WINDOW PROTECTION
22 S. BEACH ST.
ORMOND BEACH, FL 32174

SHEET TITLE
FIRST FLOOR PLAN
-

STATE OF FLORIDA
DANA M. SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A1.1

PROJECT # 02392.01
DATE 05/26/2021

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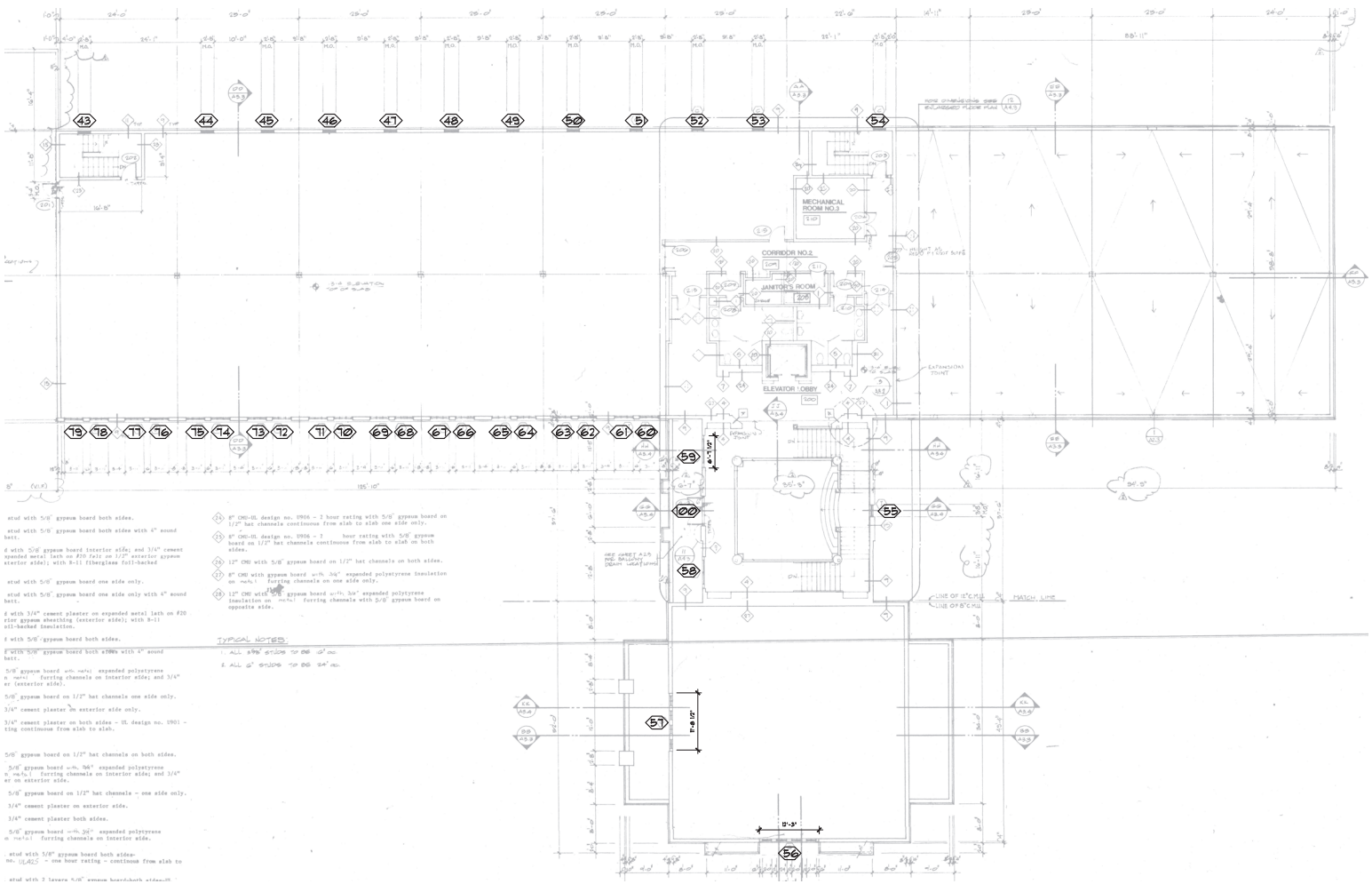


2ND FLOOR PLAN (1 / A1.2)
SCALE: 3/32"=1'-0"

BASE BID

DESIGN, INC.
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000567
PHONE (386) 255-6686
FAX (386) 255-6686

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
CITY HALL
WINDOW PROTECTION
22 S. BEACH ST.
ORMOND BEACH, FL 32174

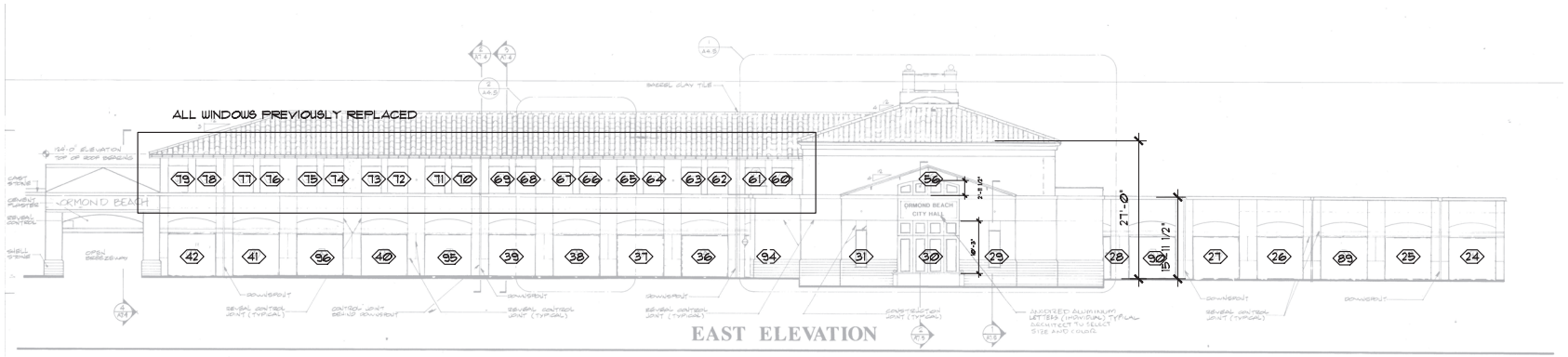
SHEET TITLE
2ND FLOOR PLAN
-

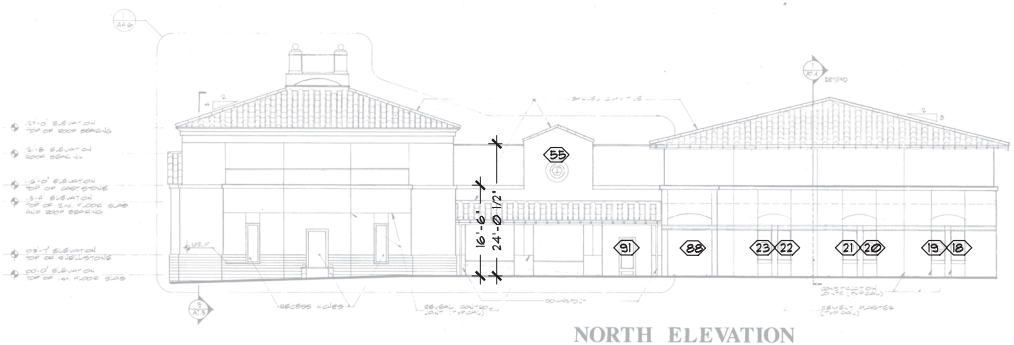
STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A1.2

PROJECT # 02392.01
DATE 05/26/2021

7.N.e





ELEVATIONS
SCALE: 3/32"=1'-0"
1 / A2.1

BASE BID

DESIGN, INC
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6686
FAX (386) 255-6686

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
CITY HALL
WINDOW PROTECTION
22 S. BEACH ST.
ORMOND BEACH, FL 32174

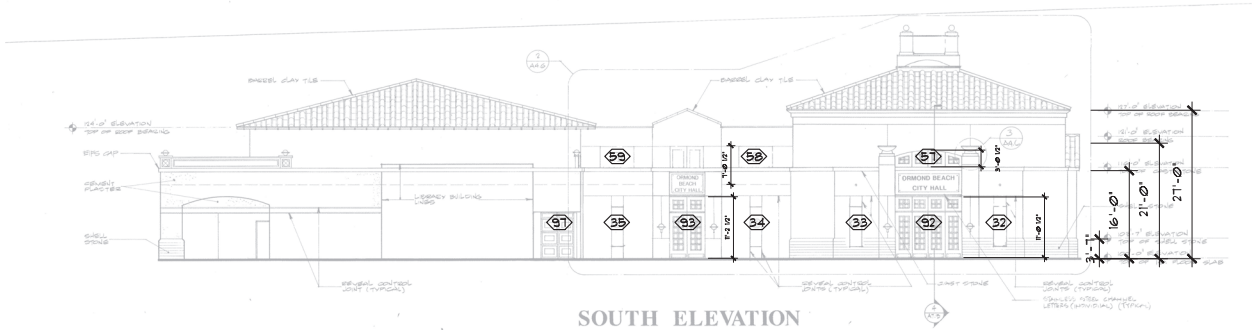
SHEET TITLE
ELEVATIONS
-

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A2.1

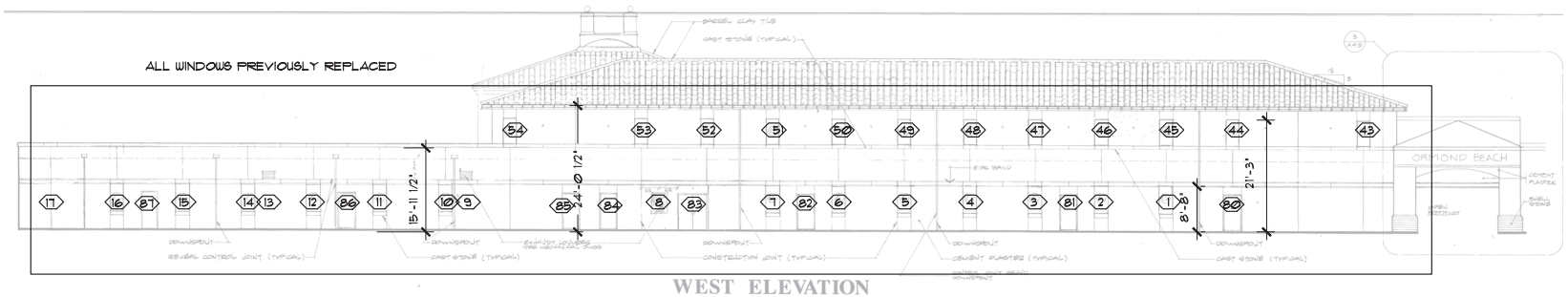
PROJECT # 02392.01
DATE 05/26/2021

7.N.e



SOUTH ELEVATION

ALL WINDOWS PREVIOUSLY REPLACED



WEST ELEVATION

ELEVATIONS
SCALE: 3/32"=1'-0"
1 / A2.2

BASE BID

DESIGN, INC
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6686
FAX (386) 255-6686

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
CITY HALL
WINDOW PROTECTION
22 S. BEACH ST.
ORMOND BEACH, FL 32174

SHEET TITLE
ELEVATIONS
-

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A2.2

PROJECT # 02392.01
DATE: 05/26/2021

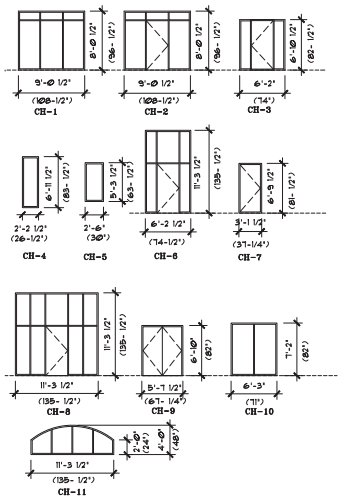
CITY HALL - OPENING SCHEDULE

NUM	SIZE	TYPE	AREA (sf)	PRESSURES	REMARKS
1	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
2	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
3	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
4	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
5	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
6	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
7	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
8	VENT	VENT NOT IN CONTRACT			
9	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
10	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
11	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
12	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
13	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
14	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
15	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
16	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
17	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
18	30" x 63.5"	CH-5	13.22	+39/-51	
19	30" x 63.5"	CH-5	13.22	+39/-51	
20	30" x 63.5"	CH-5	13.22	+39/-42	
21	30" x 63.5"	CH-5	13.22	+39/-42	
22	30" x 63.5"	CH-5	13.22	+39/-51	
23	30" x 63.5"	CH-5	13.22	+39/-51	
24	108.5" x 96.5"	CH-1	72.68	+34/-43	
25	108.5" x 96.5"	CH-1	72.68	+34/-43	
26	108.5" x 96.5"	CH-1	72.68	+34/-38	
27	108.5" x 96.5"	CH-1	72.68	+34/-38	
28	108.5" x 96.5"	CH-1	72.68	+34/-43	
29	26.5" x 83.5"	CH-4	15.45	+38/-50	
30	135.5" x 135.5"	CH-8	127.46	+33/-40	
31	26.5" x 83.5"	CH-4	15.45	+38/-50	
32	26.5" x 83.5"	CH-4	15.45	+38/-50	
33	26.5" x 83.5"	CH-4	15.45	+38/-50	
34	26.5" x 83.5"	CH-4	15.45	+38/-50	
35	26.5" x 83.5"	CH-4	15.45	+38/-50	
36	108.5" x 96.5"	CH-1	72.68	+34/-43	
37	108.5" x 96.5"	CH-1	72.68	+34/-38	
38	108.5" x 96.5"	CH-1	72.68	+34/-38	
39	108.5" x 96.5"	CH-1	72.68	+34/-38	
40	108.5" x 96.5"	CH-1	72.68	+34/-38	
41	108.5" x 96.5"	CH-1	72.68	+34/-43	
42	108.5" x 96.5"	CH-1	72.68	+34/-43	
43	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
44	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
45	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
46	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
47	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
48	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
49	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
50	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			

CITY HALL - OPENING SCHEDULE

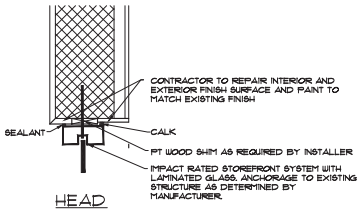
		TYPE	AREA (sf)	PRESSURES	REMARKS
51	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
52	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
53	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
54	30" x 63.5"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
55	30" DIAM.		4.91	+39/-53	
56	135.5" x 24"-48"	CH-11	22.58-45.16	+37/-48	
57	135.5" x 24"-48"	CH-11	22.58-45.16	+37/-48	
58	71" x 82"	CH-10	40.43	+36/-45	
59	71" x 82"	CH-10	40.43	+36/-45	
60	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
61	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
62	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
63	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
64	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
65	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
66	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
67	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
68	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
69	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
70	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
71	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
72	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
73	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
74	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
75	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
76	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
77	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
78	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
79	48" x 64"	NIC – WINDOW PREVIOUSLY REPLACED WITH IMPACT FRAMES AND LAMINATED GLAZING			
80	36" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
81	36" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
82	36" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
83	66" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
84	36" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
85	36" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
86	36" x 80" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
87	36" x 84" DOOR	HOLLOW METAL DOOR – NOT IN CONTRACT			
88	108.5" x 96.5" DOOR	CH-2	72.68	+34/-43	
89	108.5" x 96.5"DOOR	CH-2	72.68	+34/-38	
90	108.5" x 96.5"DOOR	CH-2	72.68	+34/-38	
91	36" x 84" DOOR	CH-7	21	+37/-49	
92	135.5" x 135.5"DOOR	CH-8	127.46	+33/-40	
93	72" x 102"	CH-6	51	+35/-44	
94	108.5" x 96.5" DOOR	CH-2	72.68	+34/-43	
95	108.5" x 96.5" DOOR	CH-2	72.68	+34/-38	
96	108.5" x 96.5"DOOR	CH-2	72.68	+34/-38	
97	108.5" x 96.5" DOOR	CH-2	72.68	+34/-43	
98	36" x 80" DOOR	CH-7	20.01	+37/-49	
99	36" x 80" DOOR	CH-7	20.01	+37/-49	
100	66" x 80" DOOR	CH-9	36.68	+35/-44	

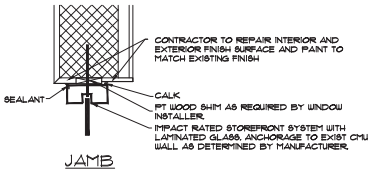
FRAME TYPES

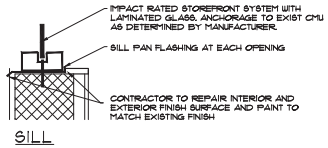


NOTES!

1. CONTRACTORS SHALL VERIFY ALL QUANTITIES, SIZES AND CONFIGURATIONS IN SHOP DRAWINGS. CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER OF ANY DISCREPANCIES IN QUANTITY, SIZES OR CONFIGURATIONS FROM THESE DRAWINGS.
2. ALL ALUMINUM WINDOW FRAME SECTIONS SHALL BE IMPACT RATED SYSTEMS DESIGNED FOR WIND PRESSURES NOTED. BASIS OF DESIGN - KAWNEER IR 500 FRAMING SYSTEM.
3. ALUMINUM GLAZED DOORS SHALL BE IMPACT RATED AND DESIGNED TO WITHSTAND PRESSURES NOTED. BASIS OF DESIGN - KAWNEER 350 IR ENTRANCE SYSTEM. EACH LEAF OF DOOR OPENINGS SHALL INCLUDE BUTT HINGES, CLOSER, PANIC BAR, EXTERIOR PULL AND KEYED LOCK.
4. ALL WINDOWS AND DOORS TO RECEIVE KYNAR 500 FINISH. COLOR TO MATCH EXISTING WINDOWS AND DOORS. BASIS OF DESIGN COLORS ARE AS FOLLOWS:
   CITY HALL (C) - CAPRI PANTS #50GG-43/213
   POLICE STATION (C) -PEPPERMINT BEACH #30GG 19/370
   PEFORMING ARTS CENTER (C) - BLACK SWAN #50GY 06/077
   PUBLIC WORKS (C) - BLACK SWAN #50GY 06/077
   CONTRACTOR SHALL SUBMIT COLOR SAMOLES TO OWNER FOR FINAL SELECTION.
5. ALL WINDOWS AND DOORS TO BE GLAZED WITH LAMINATED GLASS SIZED TO RESIST NOTED WIND LOADS AND PRESSURES. BASIS OF DESIGN IS 3/8" BRONZE LAMINATED GLAZING BOTH LITES TO BE HEAT STRENGTHENED WITH CLEAR PVB INNER LAYER. VERIFY COLOR WITH EXISTING GLAZING.







TYPICAL ANCHORAGE DETAILS

BASE BID

DESIGN, INC
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6686
FAX (386) 255-6686

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
CITY HALL
WINDOW PROTECTION
22 S. BEACH ST.
ORMOND BEACH, FL 32174

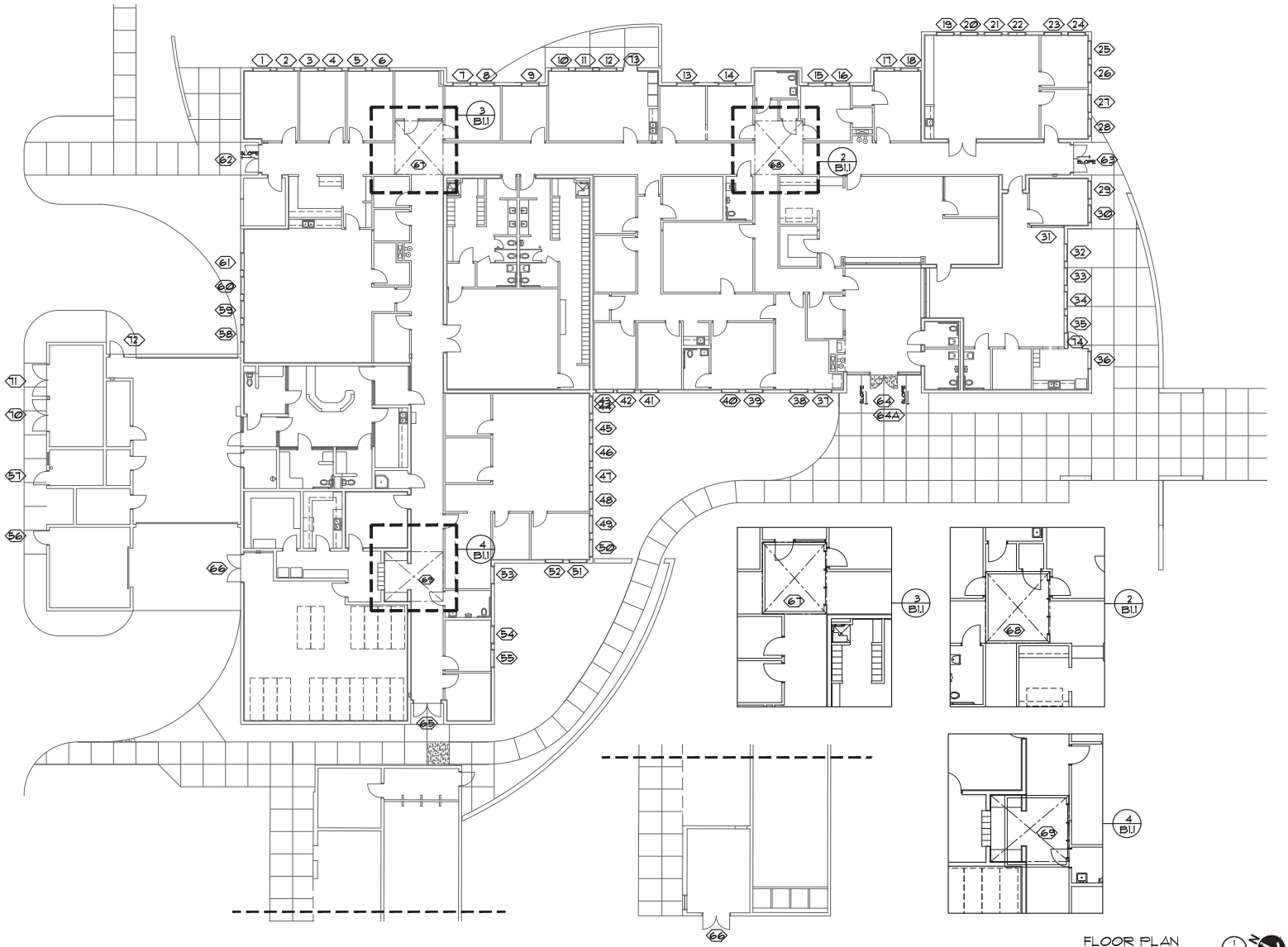
SHEET TITLE
WINDOW SCHEDULE

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A3.1

PROJECT # 02392.01 DATE:05/26/2021

7.N.e



DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000667
PHONE (386) 255-6987
FAX (386) 255-6989

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: DJS
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS

CITY OF ORMOND BEACH O.B. POLICE STATION WINDOW PROTECTION

170 W GRANADA BLVD.
ORMOND BEACH, FL 32174

SHEET TITLE

FLOOR PLAN

-

STATE OF FLORIDA
DANA M. SMITH
AR 0009483
REGISTERED ARCHITECT

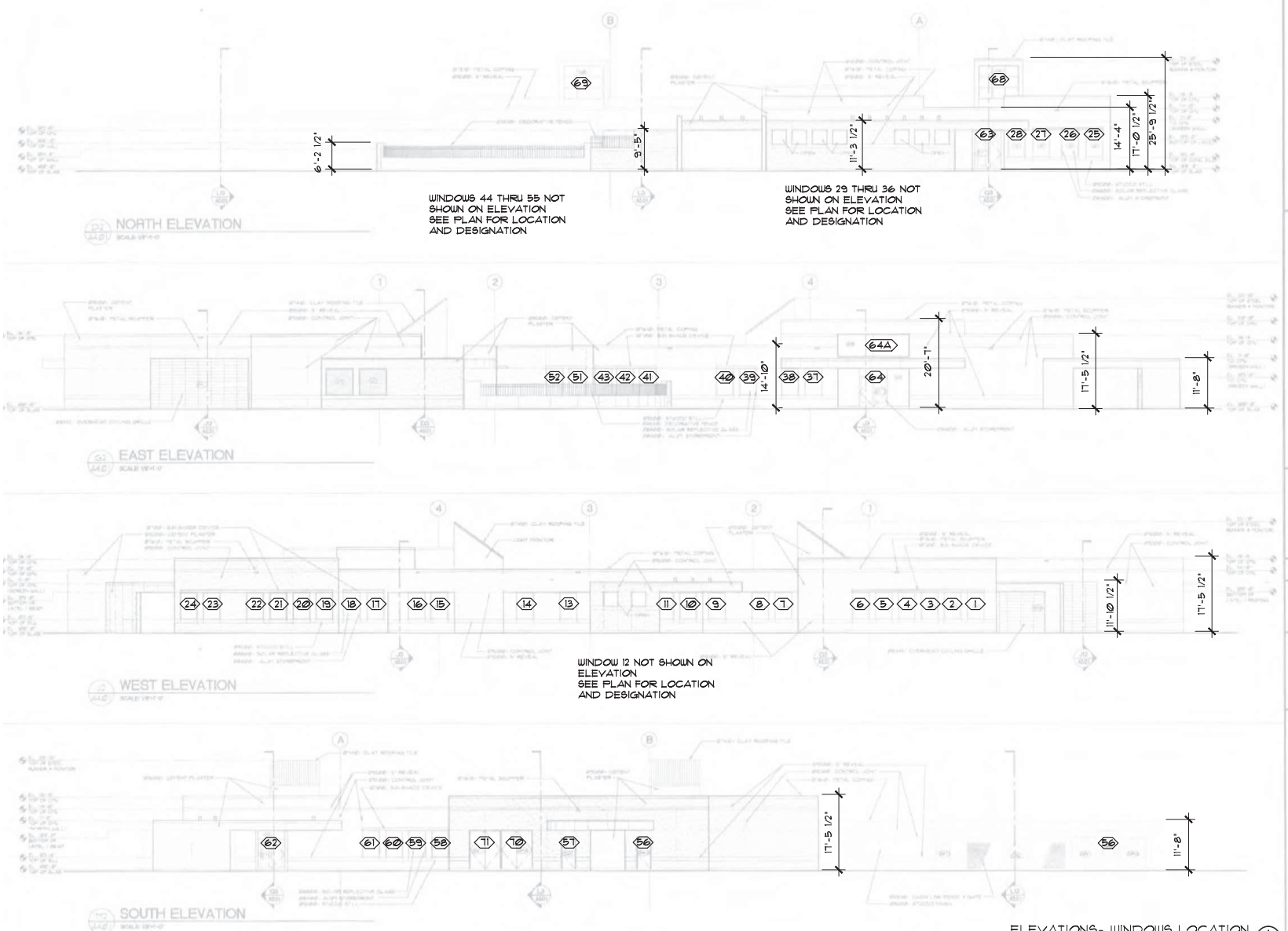
DANA M. SMITH
AR0009483

SHEET # B1.1

PROJECT # 02392.01

DATE 05/26/2021

K:\604\604A201.dwg 07-06-99 8:00AM 1'0" = 1'-0"



ELEVATIONS- WINDOWS LOCATION (1 / B2.1)
SCALE: 3/32"=1'-0"

BID ALTERNATE #3

DESIGN, INC.
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6686
FAX (386) 255-6686

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: DJS
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
O.B. POLICE STATION
WINDOW PROTECTION
170 W GRANADA BLVD.
ORMOND BEACH, FL 32174

SHEET TITLE
ELEVATIONS
-

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

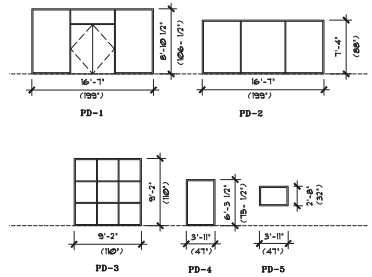
SHEET # B2.1

PROJECT # 02392.01 | DATE:05/26/2021

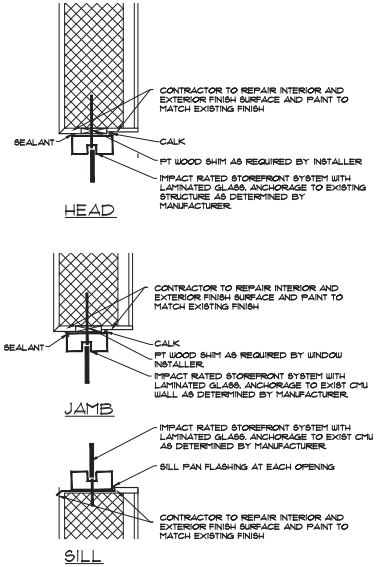
K:\604\604A201.dwg 07-06-99 8:00AM 1'0" = 1'-0"

POLICE STATION - OPENING SCHEDULE

NUM	SIZE	TYPE	AREA (sf)	PRESSURES	REMARKS
1	47" x 75.5"	PD-4	24.59	+32/-41	
2	47" x 75.5"	PD-4	24.59	+32/-41	
3	47" x 75.5"	PD-4	24.59	+32/-35	
4	47" x 75.5"	PD-4	24.59	+32/-35	
5	47" x 75.5"	PD-4	24.59	+32/-35	
6	47" x 75.5"	PD-4	24.59	+32/-35	
7	47" x 75.5"	PD-4	24.59	+32/-41	
8	47" x 75.5"	PD-4	24.59	+32/-41	
9	47" x 75.5"	PD-4	24.59	+32/-41	
10	47" x 75.5"	PD-4	24.59	+32/-41	
11	47" x 75.5"	PD-4	24.59	+32/-41	
12	47" x 75.5"	PD-4	24.59	+32/-35	
13	47" x 75.5"	PD-4	24.59	+32/-41	
14	47" x 75.5"	PD-4	24.59	+32/-41	
15	47" x 75.5"	PD-4	24.59	+32/-41	
16	47" x 75.5"	PD-4	24.59	+32/-41	
17	47" x 75.5"	PD-4	24.59	+32/-41	
18	47" x 75.5"	PD-4	24.59	+32/-41	
19	47" x 75.5"	PD-4	24.59	+32/-41	
20	47" x 75.5"	PD-4	24.59	+32/-41	
21	47" x 75.5"	PD-4	24.59	+32/-35	
22	47" x 75.5"	PD-4	24.59	+32/-35	
23	47" x 75.5"	PD-4	24.59	+32/-41	
24	47" x 75.5"	PD-4	24.59	+32/-41	
25	47" x 75.5"	PD-4	24.59	+32/-41	
26	47" x 75.5"	PD-4	24.59	+32/-41	
27	47" x 75.5"	PD-4	24.59	+32/-41	
28	47" x 75.5"	PD-4	24.59	+32/-41	
29	47" x 75.5"	PD-4	24.59	+32/-41	
30	47" x 75.5"	PD-4	24.59	+32/-41	
31	NIC - INTERIOR WINDOW NOT TO BE REPLACED				
32	47" x 75.5"	PD-4	24.59	+32/-41	
33	47" x 75.5"	PD-4	24.59	+32/-41	
34	47" x 75.5"	PD-4	24.59	+32/-41	
35	47" x 75.5"	PD-4	24.59	+32/-41	
36	47" x 75.5"	PD-4	24.59	+32/-41	
37	47" x 75.5"	PD-4	24.59	+50/-60	
38	47" x 75.5"	PD-4	24.59	+50/-60	
39	47" x 75.5"	PD-4	24.59	+32/-35	
40	47" x 75.5"	PD-4	24.59	+32/-35	
41	47" x 75.5"	PD-4	24.59	+32/-41	
42	47" x 75.5"	PD-4	24.59	+32/-41	
43	47" x 75.5"	PD-4	24.59	+32/-41	
44	47" x 75.5"	PD-4	24.59	+32/-41	
45	47" x 75.5"	PD-4	24.59	+32/-41	
46	47" x 75.5"	PD-4	24.59	+32/-41	
47	47" x 75.5"	PD-4	24.59	+32/-35	
48	47" x 75.5"	PD-4	24.59	+32/-35	
49	47" x 75.5"	PD-4	24.59	+32/-41	
50	47" x 75.5"	PD-4	24.59	+32/-41	
51	47" x 75.5"	PD-4	24.59	+32/-41	
52	47" x 75.5"	PD-4	24.59	+32/-41	
53	47" x 75.5"	PD-4	24.59	+32/-41	
54	47" x 75.5"	PD-4	24.59	+32/-35	
55	47" x 75.5"	PD-4	24.59	+32/-35	
56	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
57	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
58	47" x 32"	PD-5	10.47	+34/-45	
59	47" x 32"	PD-5	10.47	+34/-45	
60	47" x 32"	PD-5	10.47	+34/-37	
61	47" x 32"	PD-5	10.47	+34/-37	
62	NIC - DOUBLE GLASS DOOR NOT TO BE REPLACED				
63	NIC - DOUBLE GLASS DOOR NOT TO BE REPLACED				
64	199" x 106.5"	PD-1	147.06	+28/-34	
64A	199" x 88"	PD-2	121.53	+40/-50	
65	NIC - DOUBLE GLASS DOOR NOT TO BE REPLACED				
66	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
67	110" x 110"	PD-3	83.90	+29/-32	
68	110" x 110"	PD-3	83.90	+40/-50	
69	110" x 110"	PD-3	83.90	+40/-50	
70	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
71	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
72	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
73	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				
74	NIC - HOLLOW METAL DOOR NOT TO BE REPLACED				



WINDOW TYPES
SCALE: 1/8" = 1'-0"
2 / B3.1



TYPICAL ANCHORAGE DETAILS

NOTES!

1. CONTRACTORS SHALL VERIFY ALL QUANTITIES, SIZES AND CONFIGURATIONS IN SHOP DRAWINGS. CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER OF ANY DISCREPANCIES IN QUANTITY, SIZES OR CONFIGURATIONS FROM THESE DRAWINGS.
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4. ALL WINDOWS AND DOORS TO RECEIVE KYNAR 500 FINISH. COLOR TO MATCH EXISTING WINDOWS AND DOORS. BASIS OF DESIGN COLORS ARE AS FOLLOWS:
   CTY HALL (C) - CAPRI PANTS #50GG-43/213
   POLICE STATION (C) -PEPPERMINT BEACH #30GG 19/370
   PEFORMING ARTS CENTER (C) - BLACK SWAN #50GY 06/077
   PUBLIC WORKS (C) - BLACK SWAN #50GY 06/077
   CONTRACTOR SHALL SUBMIT COLOR SAMOLES TO OWNER FOR FINAL SELECTION.
5. ALL WINDOWS AND DOORS TO BE GLAZED WITH LAMINATED GLASS SIZED TO RESIST NOTED WIND LOADS AND PRESSURES. BASIS OF DESIGN IS 3/8" BRONZE LAMINATED GLAZING BOTH LITES TO BE HEAT STRENGTHENED WITH CLEAR PVB INNER LAYER. VERIFY COLOR WITH EXISTING GLAZING.

WINDOW SCHEDULE
SCALE: N.T.S.
1 / B3.1

BID ALTERNATE #3

DESIGN, INC
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000267
PHONE (386) 255-8081
FAX (386) 255-8086

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: DJS
DESIGNED BY: JMW
REVIEWED BY: JMW

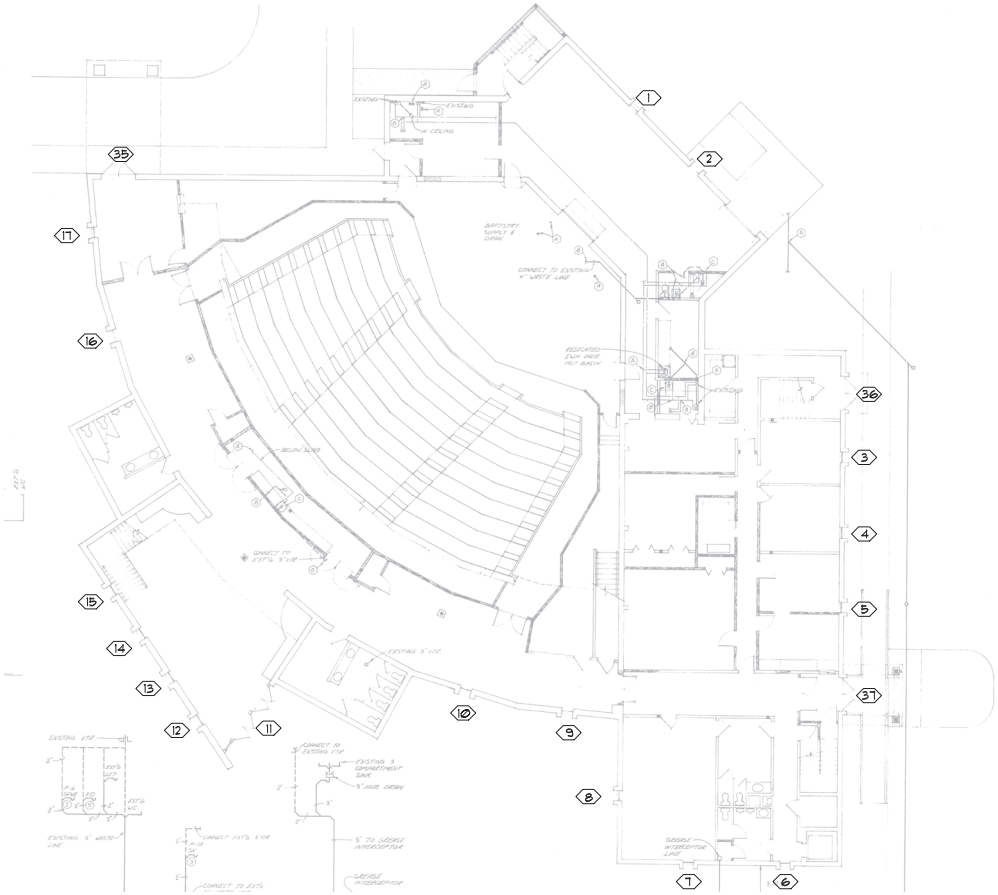
PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
O.B. POLICE STATION
WINDOW PROTECTION
170 W GRANADA BLVD.
ORMOND BEACH, FL 32174

SHEET TITLE
WINDOW SCHEDULE/TYPES

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # B3.1

PROJECT # 02392.01 DATE:05/26/2021



1ST FLOOR PLAN
SCALE: 3/32"=1'-0"

BID ALTERNATE #2

DESIGN, INC.
915 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-5987
FAX (386) 255-5989

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PERFORMING ARTS CENTER
WINDOW PROTECTION
399 US-1
ORMOND BEACH, FL 32174

SHEET TITLE
1ST FLOOR PLAN
-

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT

DANA M. SMITH
AR0009483

SHEET # C1.1

PROJECT # 02392.01
DATE 05/26/2021

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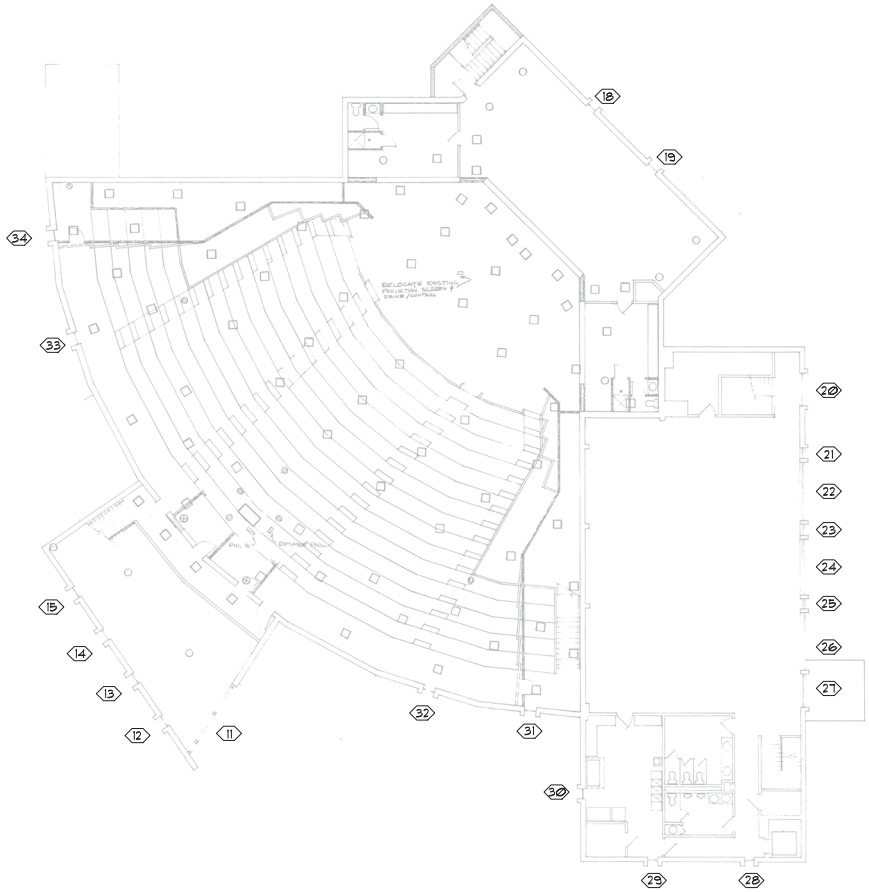

2ND FLOOR PLAN (1 / C1.2)
SCALE: 3/32"=1'-0"

BID ALTERNATE #2

DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-5987
FAX (386) 255-5989

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PERFORMING ARTS CENTER
WINDOW PROTECTION
399 US-1
ORMOND BEACH, FL 32174

SHEET TITLE
2ND FLOOR PLAN
-

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # C1.2

PROJECT # 02392.01
DATE 05/26/2021

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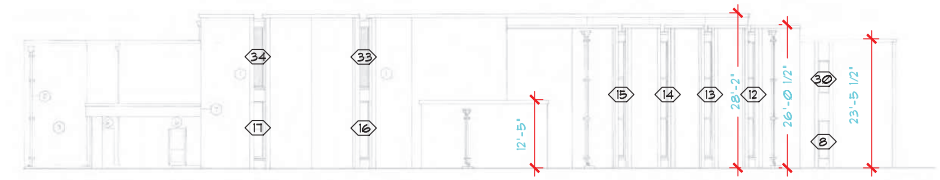
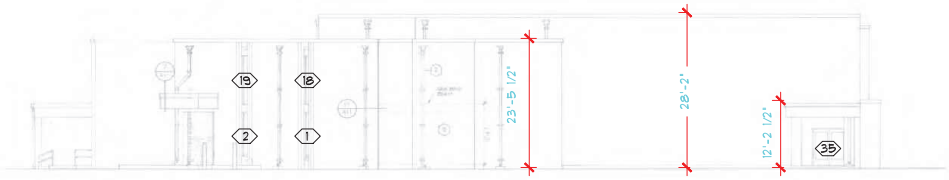
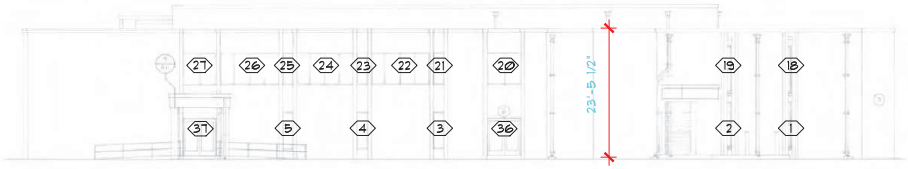


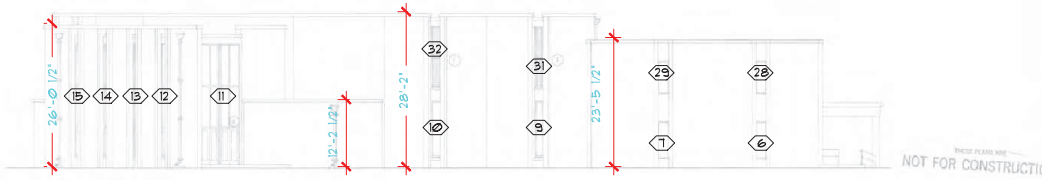
Southwest Elevation



Northwest Elevation



Northeast Elevation



Southeast Elevation

NOT FOR CONSTRUCTI(

ELEVATIONS- WINDOWS LOCATION

SCALE: 3/32"=1'-0"

BID ALTERNATE #2

DESIGN, INC.
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000657
PHONE (386) 255-0981
FAX (386) 255-0983

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
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DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PERFORMING ARTS CENTER
WINDOW PROTECTION
399 US-1
ORMOND BEACH, FL 32174

SHEET TITLE
ELEVATIONS
-

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # C2.1

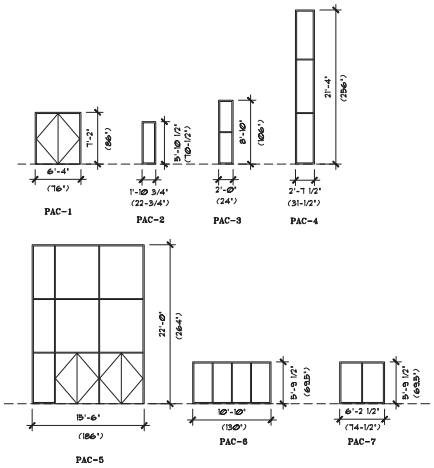
PROJECT # 02392.01
DATE:05/26/2021

K:\604\604A201.dwg 07-06-99 8:00AM 1'0" = 1'-0"

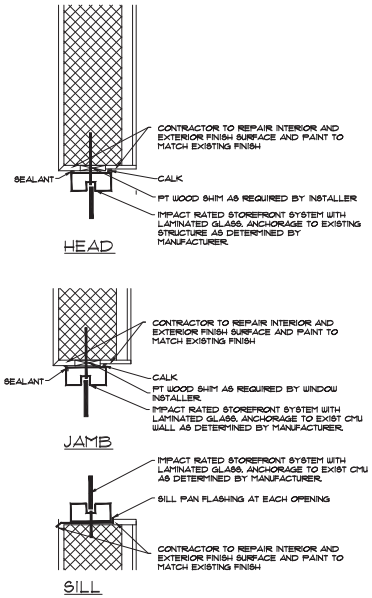
PAC OPENING SCHEDULE

NUM	SIZE	TYPE	AREA (sf)	PRESSURES	REMARKS
1	24" x 106"	PAC-3	17.67	+33/-36	
2	24" x 106"	PAC-3	17.67	+33/-36	
3	22.75" x 70.5"	PAC-2	11.17	+35/-38	
4	22.75" x 70.5"	PAC-2	11.17	+35/-38	
5	22.75" x 70.5"	PAC-2	11.17	+35/-38	
6	22.75" x 70.5"	PAC-2	11.17	+35/-47	
7	22.75" x 70.5"	PAC-2	11.17	+35/-47	
8	22.75" x 70.5"	PAC-2	11.17	+35/-47	
9	24" x 106"	PAC-3	17.67	+33/-43	
10	24" x 106"	PAC-3	17.67	+33/-43	
11	186" x 264"	PAC-5	341	+28/-31	
12	31.5 x 256"	PAC-4	55.88	+29/-35	
13	31.5 x 256"	PAC-4	55.88	+29/-32	
14	31.5 x 256"	PAC-4	55.88	+29/-32	
15	31.5 x 256"	PAC-4	55.88	+29/-35	
16	24" x 106"	PAC-3	17.67	+33/-43	
17	24" x 106"	PAC-3	17.67	+33/-43	
18	24" x 106"	PAC-3	17.67	+33/-36	
19	24" x 106"	PAC-3	17.67	+33/-36	
20	74.5" x 69.5"	PAC-7	35.95	+33/-42	
21	22.75" x 70.5"	PAC-2	11.17	+35/-38	
22	130" x 69.5"	PAC-6	62.70	+31/-34	
23	22.75" x 70.5"	PAC-2	11.17	+35/-38	
24	130" x 69.5"	PAC-6	62.70	+31/-34	
25	22.75" x 70.5"	PAC-2	11.17	+35/-38	
26	130" x 69.5"	PAC-6	62.70	+31/-34	
27	74.5" x 69.5"	PAC-7	35.95	+33/-42	
28	22.75" x 70.5"	PAC-2	11.17	+35/-47	
29	22.75" x 70.5"	PAC-2	11.17	+35/-47	
30	22.75" x 70.5"	PAC-2	11.17	+35/-47	
31	24" x 106"	PAC-3	17.67	+33/-43	
32	24" x 106"	PAC-3	17.67	+33/-43	
33	24" x 106"	PAC-3	17.67	+33/-36	
34	24" x 106"	PAC-3	17.67	+33/-43	
35	76" x 86"	PAC-1	45.39	+32/-40	
36	76" x 86"	PAC-1	45.39	+32/-40	
37	76" x 86"	PAC-1	45.39	+40/-45	
38	-				
39	-				
40	-				

WINDOW SCHEDULE
SCALE: N.T.S.
1 / C3.1



WINDOW TYPES
SCALE: 1/8" = 1'-0"
2 / C3.1



TYPICAL ANCHORAGE DETAILS

NOTES!

1. CONTRACTORS SHALL VERIFY ALL QUANTITIES, SIZES AND CONFIGURATIONS IN SHOP DRAWINGS. CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER OF ANY DISCREPANCIES IN QUANTITY, SIZES OR CONFIGURATIONS FROM THESE DRAWINGS.
2. ALL ALUMINUM WINDOW FRAME SECTIONS SHALL BE IMPACT RATED SYSTEMS DESIGNED FOR WIND PRESSURES NOTED. BASIS OF DESIGN - KAWNEER IR 500 FRAMING SYSTEM.
3. ALUMINUM GLAZED DOORS SHALL BE IMPACT RATED AND DESIGNED TO WITHSTAND PRESSURES NOTED. BASIS OF DESIGN - KAWNEER 350 IR ENTRANCE SYSTEM. EACH LEAF OF DOOR OPENINGS SHALL INCLUDE BUTT HINGES, CLOSER, PANIC BAR, EXTERIOR PULL AND KEYED LOCK.
4. ALL WINDOWS AND DOORS TO RECEIVE KYNAR 500 FINISH. COLOR TO MATCH EXISTING WINDOWS AND DOORS. BASIS OF DESIGN COLORS ARE AS FOLLOWS:
   CTY HALL ICI - CAPRI PANTS 500G-43/213
   POLICE STATION ICI -PEPPERMINT BEACH 300G 19/370
   PEFORMING ARTS CENTER ICI - BLACK SWAN 500Y 06/077
   PUBLIC WORKS ICI - BLACK SWAN 500Y 06/077
   CONTRACTOR SHALL SUBMIT COLOR SAMOLES TO OWNER FOR FINAL SELECTION.
5. ALL WINDOWS AND DOORS TO BE GLAZED WITH LAMINATED GLASS SIZED TO RESIST NOTED WIND LOADS AND PRESSURES. BASIS OF DESIGN IS 3/8" BRONZE LAMINATED GLAZING BOTH LITES TO BE HEAT STRENGTHENED WITH CLEAR PVB INNER LAYER. VERIFY COLOR WITH EXISTING GLAZING.

BID ALTERNATE #2

DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000667
PHONE (386) 255-5987
FAX (386) 255-6989

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

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DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PERFORMING ARTS CENTER
WINDOW PROTECTION
399 US-1
ORMOND BEACH, FL 32174

SHEET TITLE
WINDOW
SCHEDULE/ TYPES

STATE OF FLORIDA
DANA M. SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # C3.1

PROJECT # 02392.01
DATE 05/26/2021

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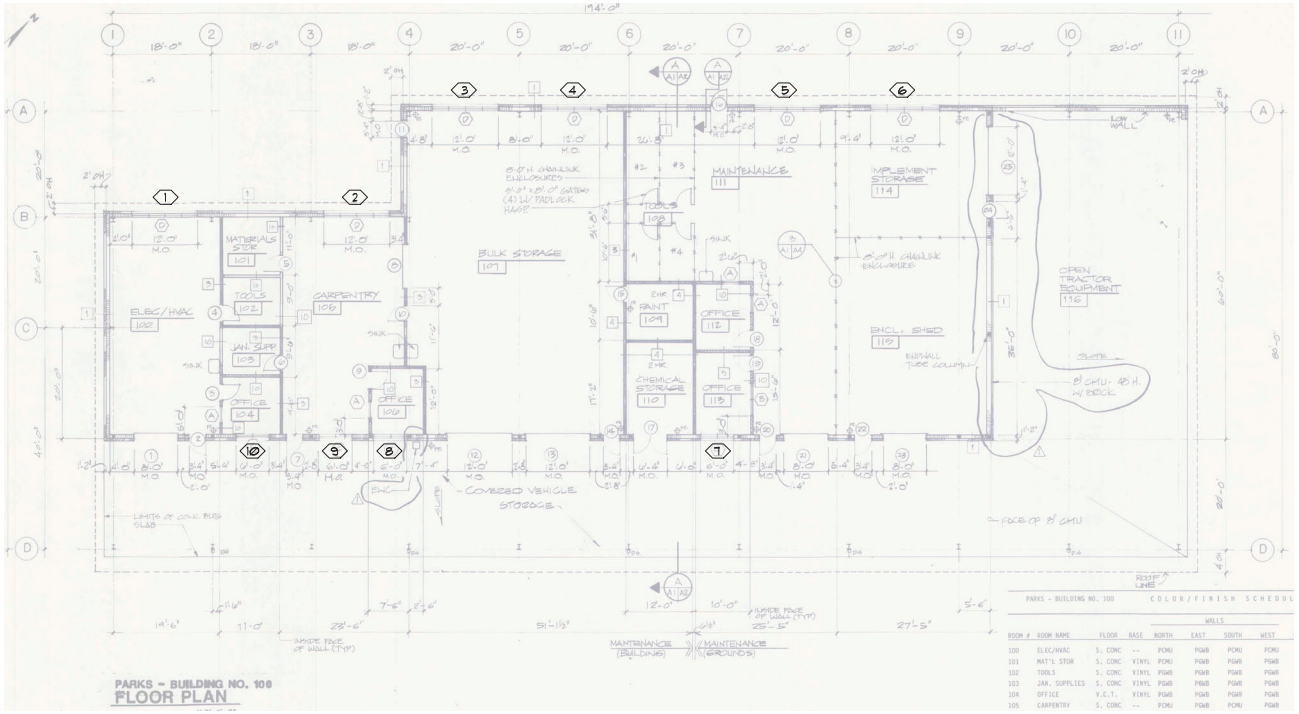

PARKS - BUILDING NO. 100 COLOR/FINISH SCHEDULE

ROOM #	ROOM NAME	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST
100	ELEC/HVAC	S. CONC	--	PCMU	PGWB	PCMU	PCMU
101	MAT'L STOR	S. CONC	VINYL	PCMU	PGWB	PGWB	PGWB
102	TOOLS	S. CONC	VINYL	PGWB	PGWB	PGWB	PGWB
103	JAN. SUPPLIES	S. CONC	VINYL	PGWB	PGWB	PGWB	PGWB
104	OFFICE	V.C.T.	VINYL	PGWB	PGWB	PGWB	PGWB
105	CARPENTRY	S. CONC	--	PCMU	PGWB	PCMU	PGWB

BLDG 100
FLOOR PLAN
SCALE: 3/32"=1'-0"
1 D1.1

BID ALTERNATE #1

DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6987
FAX (386) 255-6989

ARCHITECT:

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DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PUBLIC WORKS
WINDOW PROTECTION
501 N Orchard St.
ORMOND BEACH, FL 32174

SHEET TITLE
BLDG. 100
FLOOR PLAN

STATE OF FLORIDA
DANA M. SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # D1.1

PROJECT # 02392.01
DATE 05/26/2021

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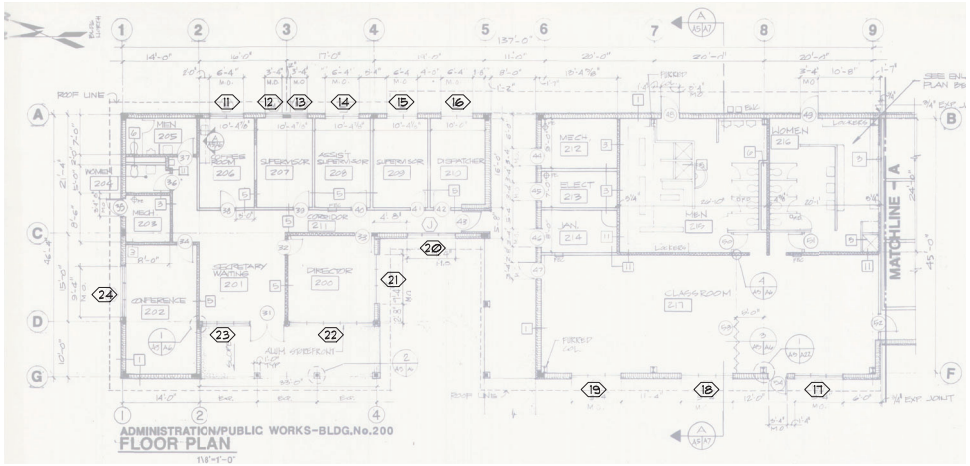
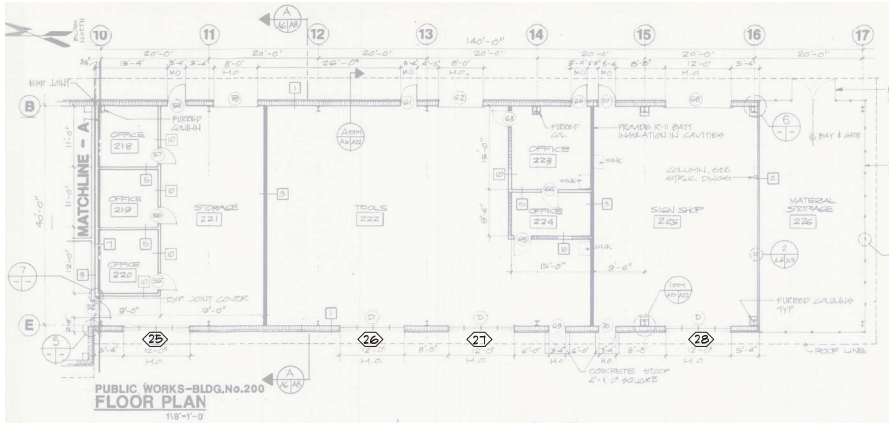


BLDG 200
FLOOR PLAN
SCALE: 3/32"=1'-0"
1 D1.2



BLDG 200
FLOOR PLAN
SCALE: 3/32"=1'-0"
2 D1.2

BID ALTERNATE #1

DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
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PHONE (386) 255-6987
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DESIGNED BY: JMW
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PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PUBLIC WORKS
WINDOW PROTECTION
501 N Orchard St.
ORMOND BEACH, FL 32174

SHEET TITLE
BLDG. 200
FLOOR PLAN

STATE OF FLORIDA
DANA M. SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # D1.2

PROJECT # 02392.01
DATE 05/26/2021

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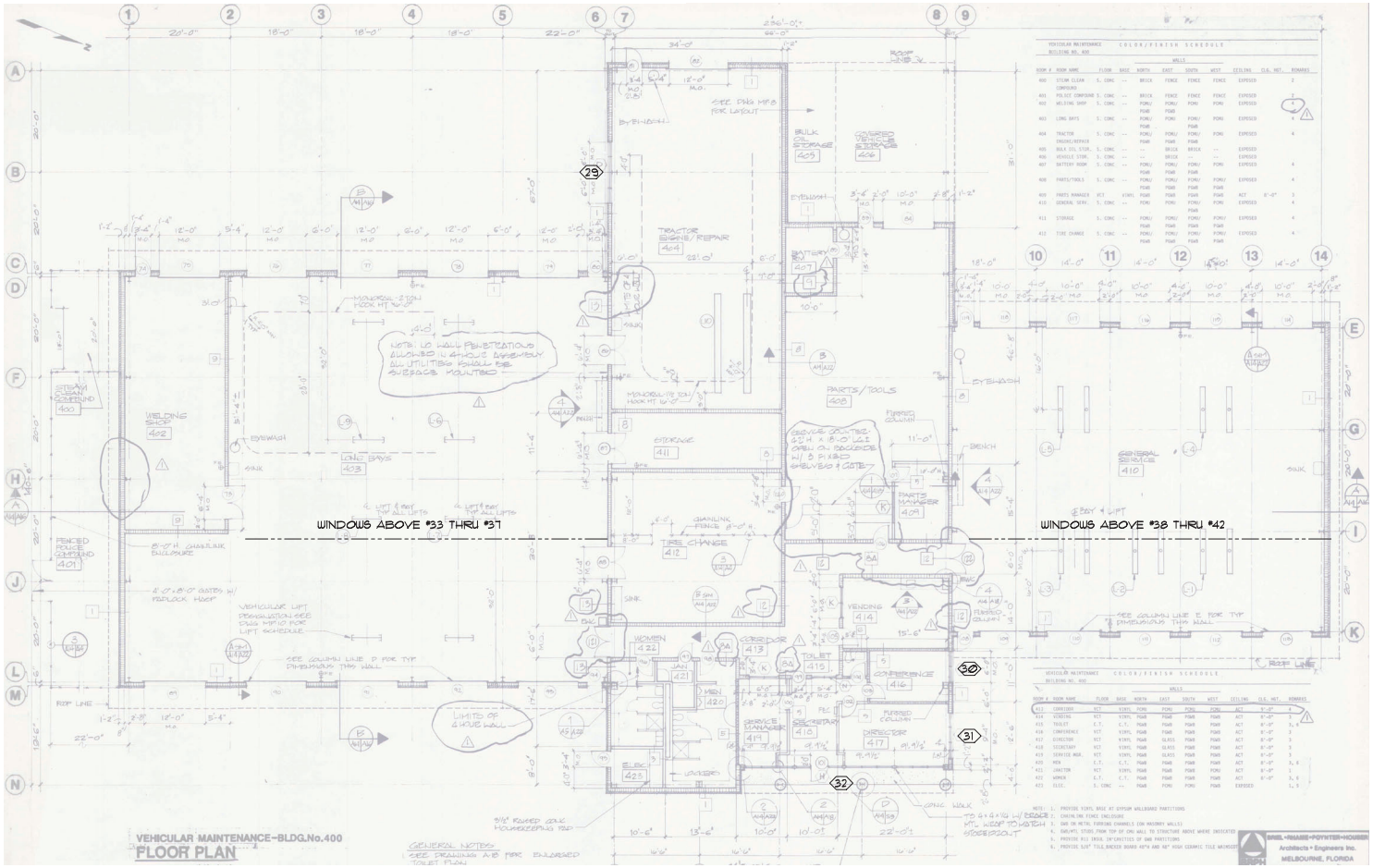

BLDG 400
FLOOR PLAN
SCALE: 3/32"=1'-0"

BID ALTERNATE #1

DESIGN, INC.
913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-6987
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ARCHITECT:

CONSULTANTS:

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PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PUBLIC WORKS
WINDOW PROTECTION
501 N Orchard St.
ORMOND BEACH, FL 32174

SHEET TITLE
BLDG. 400
FLOOR PLAN

STATE OF FLORIDA
DANA M. SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # D1.3

PROJECT # 02392.01
DATE 05/26/2021

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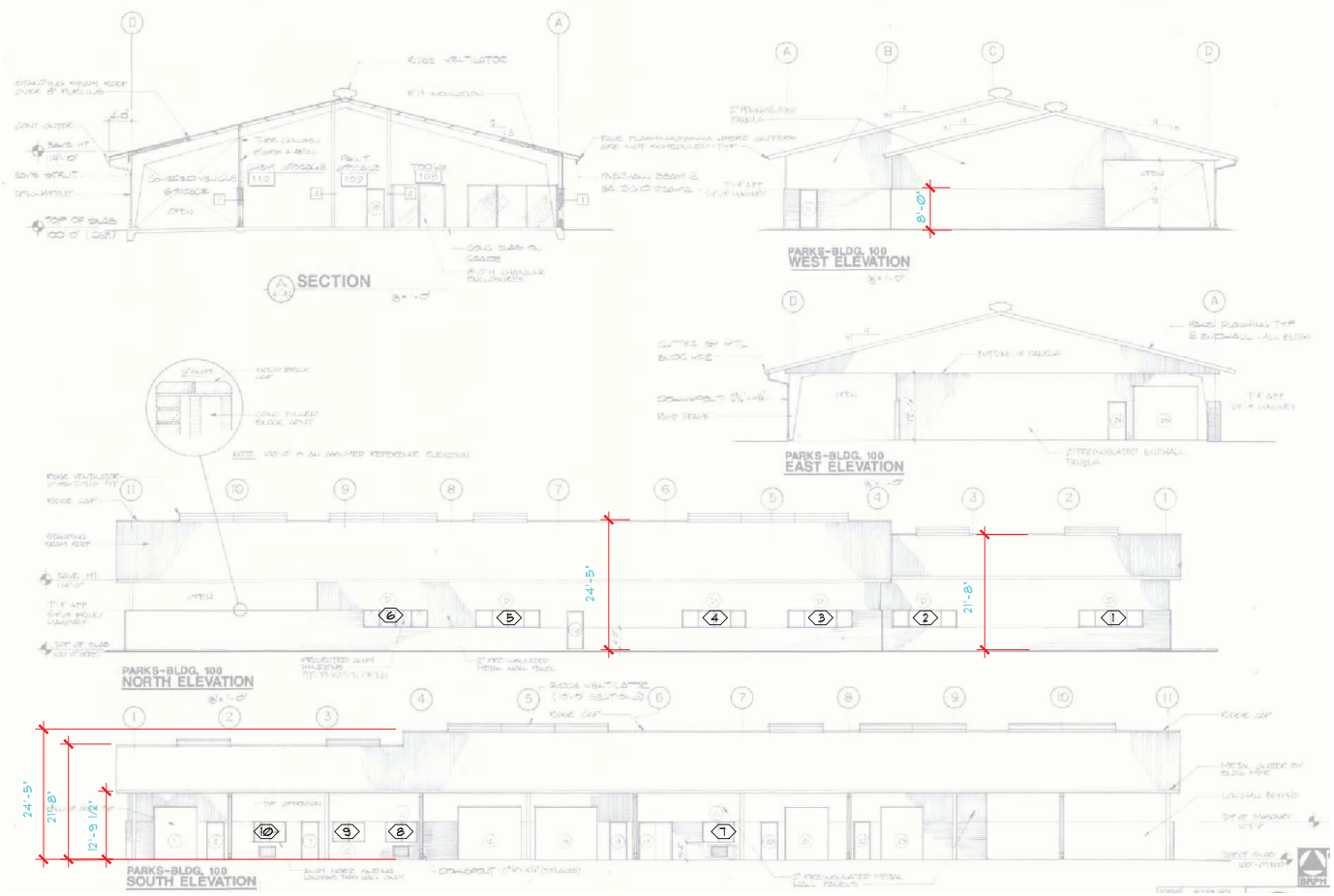

BLDG 100
ELEVATIONS- WINDOWS LOCATION (1 / D2.1)
SCALE: 3/32"=1'-0"

BID ALTERNATE #1

DESIGN, INC.
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000667
PHONE (386) 255-0981
FAX (386) 255-0983

ARCHITECT:

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PUBLIC WORKS
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ORMOND BEACH, FL 32174

SHEET TITLE
BLDG. 100
ELEVATIONS

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # D2.1

PROJECT # 02392.01 DATE 05/26/2021

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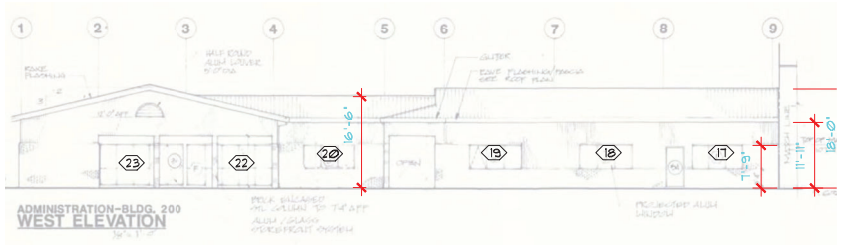

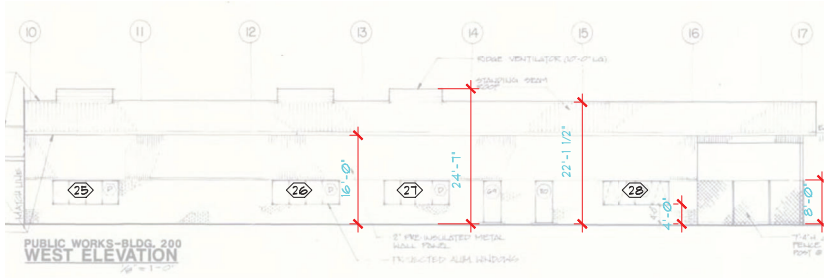

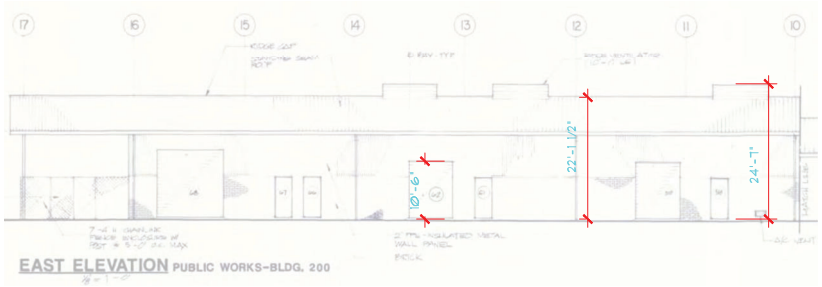

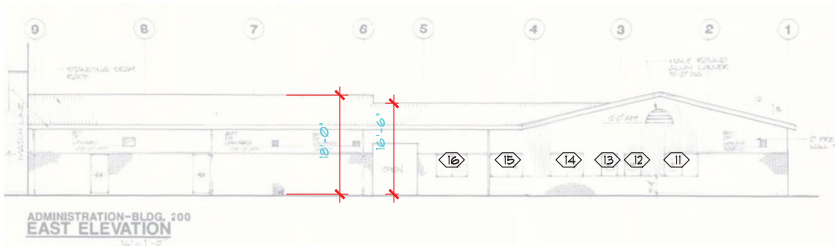

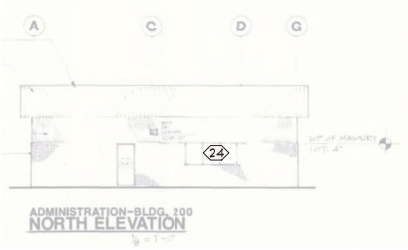

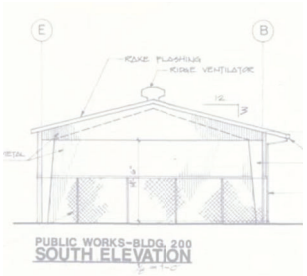

BLDG 200
ELEVATIONS- WINDOWS LOCATION (1 / D2.2)
SCALE: 3/32"=1'-0"

BID ALTERNATE #1

DESIGN, INC.
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000667
PHONE (386) 255-0981
FAX (386) 255-0983

ARCHITECT:

CONSULTANTS:

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CITY OF ORMOND BEACH
PUBLIC WORKS
WINDOW PROTECTION
501 N Orchard St.
ORMOND BEACH, FL 32174

SHEET TITLE
BLDG. 200
ELEVATIONS

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
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SHEET # D2.2

PROJECT # 02392.01
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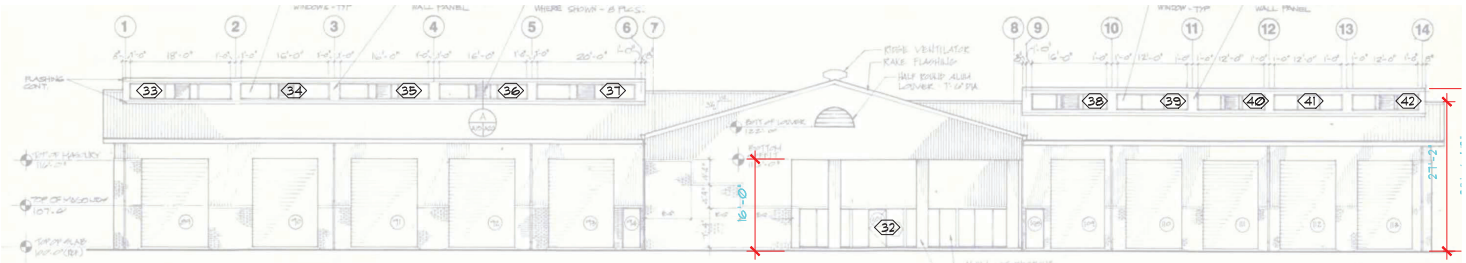
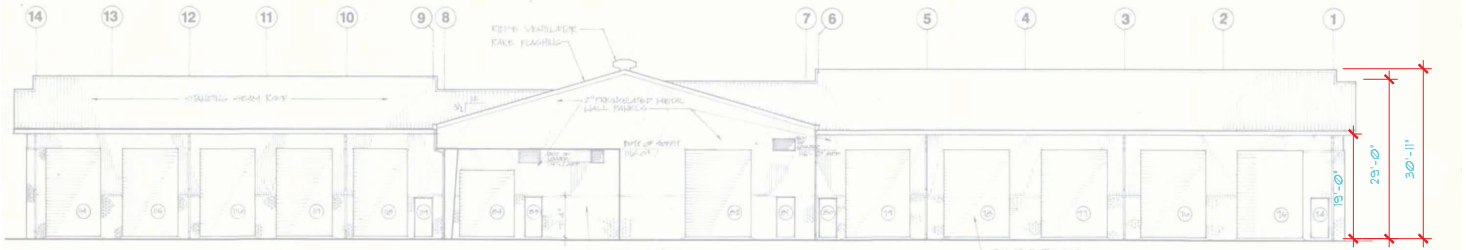
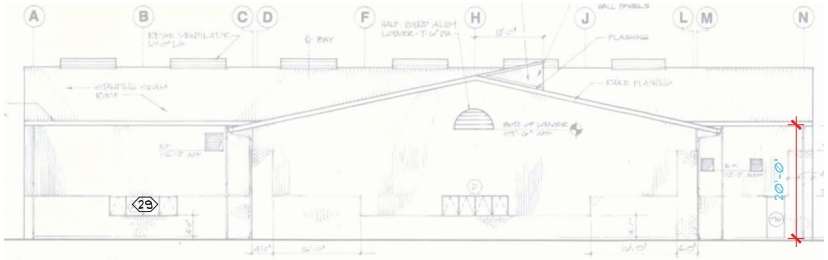


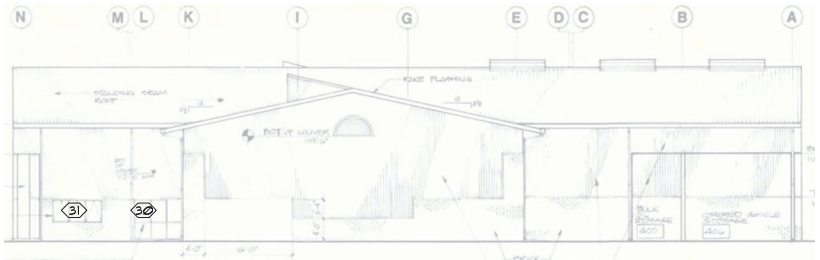
EAST ELEVATION VEHICULAR MAINTENACE-BLDG. 400



WEST ELEVATION VEHICULAR MAINTENACE-BLDG. 400



SOUTH ELEVATION VEHICULAR MAINTENACE-BLDG. 400



NORTH ELEVATION VEHICULAR MAINTENACE-BLDG. 400

BLDG 400
ELEVATIONS- WINDOWS LOCATION 1 D2.3
SCALE: 3/32"=1'-0"

BID ALTERNATE #1

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913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 26000567
PHONE (386) 255-0981
FAX (386) 255-0986

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
2	FOR BID	07-21-2021

DRAWN BY: WCB
DESIGNED BY: JMW
REVIEWED BY: JMW

PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PUBLIC WORKS
WINDOW PROTECTION
501 N Orchard St.
ORMOND BEACH, FL 32174

SHEET TITLE
BLDG. 400
ELEVATIONS

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # D2.3

PROJECT # 02392.01 DATE:05/26/2021

K:\604\604A201.dwg 07-06-99 8:00AM 1'0" = 1'-0"

PUBLIC WORKS (BLDG. 100) OPENING SCHEDULE

NUM	SIZE	TYPE	AREA (sf)	PRESSURES	REMARKS
1	144" x 40"	PW-6	39.97	+44/-52	
2	144" x 40"	PW-6	39.97	+44/-52	
3	144" x 40"	PW-6	39.97	+44/-52	
4	144" x 40"	PW-6	39.97	+44/-47	
5	144" x 40"	PW-6	39.97	+44/-47	
6	144" x 40"	PW-6	39.97	+44/-47	
7	71.5" x 46.375"	PW-7	22.85	+45/-48	
8	71.5" x 46.375"	PW-7	22.85	+45/-48	
9	71.5" x 46.375"	PW-7	22.85	+45/-48	
10	71.5" x 46.375"	PW-7	22.85	+45/-48	
-					
-					
-					
-					

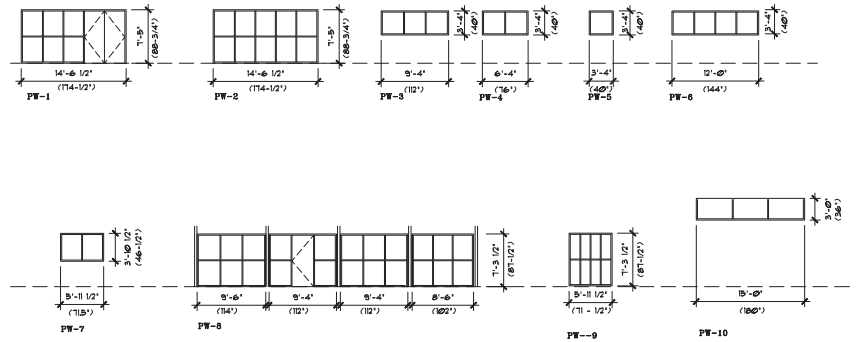
PUBLIC WORKS (BLDG. 200) OPENING SCHEDULE

NUM	SIZE	TYPE	AREA (sf)	PRESSURES	REMARKS
11	76" x 40"	PW-4	21.08	+34/-37	
12	40" x 40"	PW-8	11.09	+36/-39	
13	40" x 40"	PW-5	11.09	+36/-39	
14	76" x 40"	PW-4	21.08	+34/-37	
15	76" x 40"	PW-4	21.08	+34/-37	
16	76" x 40"	PW-4	21.08	+34/-45	
17	112" x 40"	PW-3	31.07	+34/-37	
18	112" x 40"	PW-3	31.07	+34/-37	
19	112" x 40"	PW-3	31.07	+34/-43	
20	112" x 40"	PW-3	31.07	+40/-49	
21	112" x 40"	PW-3	31.07	+40/-49	
22	174.25" x 88.75"	PW-2	107.30	+35/-42	
23	174.25" x 88.75" W/ DOOR	PW-1	107.30	+35/-42	
24	112" x 40"	PW-3	31.07	+34/-37	
25	144" x 40"	PW-6	39.97	+33/-42	
26	144" x 40"	PW-6	39.97	+33/-36	
27	144" x 40"	PW-6	39.97	+33/-36	
28	144" x 40"	PW-6	39.97	+33/-42	

PUBLIC WORKS (BLDG. 400) OPENING SCHEDULE

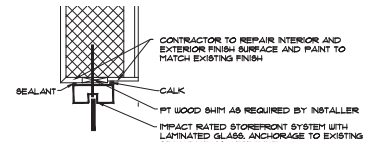
NUM	SIZE	TYPE	AREA (sf)	PRESSURES	REMARKS
29	144" x 40"	PW-6	39.97	+44/-52	
30	71.5" x 87.5"	PW-9	43.45	+44/-52	
31	112" x 40"	PW-3	31.07	+44/-52	
32	114", 112", 112", 102" x 87.5"	PW-8		+44/-47	
33	180" x 36"	PW-10	45	+44/-47	
34	180" x 36"	PW-10	45	+44/-47	
35	180" x 36"	PW-10	45	+45/-48	
36	180" x 36"	PW-10	45	+45/-48	
37	180" x 36"	PW-10	45	+45/-48	
38	180" x 36"	PW-10	45	+45/-48	
39	180" x 36"	PW-10	45	+45/-48	
40	180" x 36"	PW-10	45	+45/-48	
41	180" x 36"	PW-10	45	+45/-48	
42	180" x 36"	PW-10	45	+45/-48	

FRAME TYPES

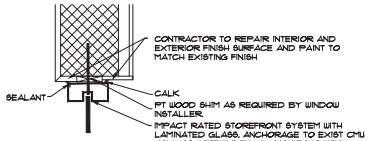


NOTES!

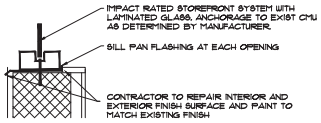
1. CONTRACTORS SHALL VERIFY ALL QUANTITIES, SIZES AND CONFIGURATIONS IN SHOP DRAWINGS. CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER OF ANY DISCREPANCIES IN QUANTITY, SIZES OR CONFIGURATIONS FROM THESE DRAWINGS.
2. ALL ALUMINUM WINDOW FRAME SECTIONS SHALL BE IMPACT RATED SYSTEMS DESIGNED FOR WIND PRESSURES NOTED. BASIS OF DESIGN - KAWNEER IR 500 FRAMING SYSTEM.
3. ALUMINUM GLAZED DOORS SHALL BE IMPACT RATED AND DESIGNED TO WITHSTAND PRESSURES NOTED. BASIS OF DESIGN - KAWNEER 350 IR ENTRANCE SYSTEM. EACH LEAF OF DOOR OPENINGS SHALL INCLUDE BUTT HINGES, CLOSER, PANIC BAR, EXTERIOR PULL AND KEYED LOCK.
4. ALL WINDOWS AND DOORS TO RECEIVE KYNAR 500 FINISH. COLOR TO MATCH EXISTING WINDOWS AND DOORS. BASIS OF DESIGN COLORS ARE AS FOLLOWS:
   CTY HALL ICI - CAPRI PANTS #50GG-43/213
   POLICE STATION ICI -PEPPERMINT BEACH #30GG 19/370
   PEFORMING ARTS CENTER ICI - BLACK SWAN #50GY 06/077
   PUBLIC WORKS ICI - BLACK SWAN #50GY 06/077
   CONTRACTOR SHALL SUBMIT COLOR SAMOLES TO OWNER FOR FINAL SELECTION.
5. ALL WINDOWS AND DOORS TO BE GLAZED WITH LAMINATED GLASS SIZED TO RESIST NOTED WIND LOADS AND PRESSURES. BASIS OF DESIGN IS 3/4" BRONZE LAMINATED GLAZING BOTH LITES TO BE HEAT STRENGTHENED WITH CLEAR PVB INNER LAYER. VERIFY COLOR WITH EXISTING GLAZING.



HEAD

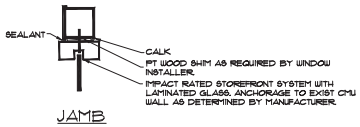


JAMB



SILL

TYPICAL ANCHORAGE DETAILS



JAMB

ANCHORAGE DETAIL AT STEEL SUPPORT

BID ALTERNATE #1

DESIGN, INC.
915 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000067
PHONE (386) 255-5987
FAX (386) 255-5989

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
1	FOR CLIENT'S REVIEW	07-07-2021
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PROJECT TITLE AND ADDRESS
CITY OF ORMOND BEACH
PUBLIC WORKS
WINDOW PROTECTION
501 N Orchard St.
ORMOND BEACH, FL 32174

SHEET TITLE
WINDOW
SCHEDULES/TYPES

STATE OF FLORIDA · DANA M. SMITH · AR 0009483 · REGISTERED ARCHITECT

DANA M. SMITH
AR0009483

SHEET # D3.1

PROJECT # 02392.01
DATE 05/26/2021

K:\604\604A201.dwg 07-06-99 8:00AM 1'0" = 1'-0"

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: Tim Heyrend, Utilities Manager

Date: September 22, 2021

Subject: Auto Renewal Contract - Pace Analytical for Water and Wastewater Facility Sample Testing

Commission Goal: N/A

Introduction

This is a disposition item notifying the City Commission of staff's intent to permit the automatic renewal of the City's contract with Pace Analytical Services, LLC.

Background

Several of the City's contracts allow for automatic renewal after the initial term of the contract. The amended purchasing policies require the contract manager to provide a written justification to renew to the Finance Director and Purchasing Coordinator for review and approval. For contracts in excess of $25,000, notification of the intended disposition of these contracts is also provided to the City Commission.

Discussion

On July 28, 2020, through Resolution No. 2020-85, the City Commission awarded a contract to Pace Analytical Services, LLC for laboratory services. Samples collected at the water plant, water reclamation facility, and throughout the distribution system are tested and analyzed for regulatory compliance with the Florida Department of Environmental Protection (FDEP). Pace continues to provide high quality testing services and expertise in sample analysis.

Citizen Impact

Reliable laboratory testing and analysis of drinking and discharge water, as required by FDEP, ensures high quality water standards are maintained and safeguards the health of residents.

Budget Impact

The total annual budget annual cost for laboratory services is $102,000. Funding is split between Water Treatment in an amount of $15,000 and Wastewater Treatment in an amount of $87,000.

Recommendation

This item serves as public notification of the intent to renew the aforementioned contract for an additional year, unless otherwise directed by the City Commission.

Attachments:

- Resolution No. 2020-85 Pace Bid Authorization (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

RESOLUTION NO. 2020-85

A RESOLUTION ACCEPTING A BID FROM PACE ANALYTICAL SERVICES, LLC FOR LABORATORY SERVICES REGARDING WATER AND WASTEWATER FACILITY SAMPLE TESTING AND LAB ANALYSIS, UNDER BID NO. 2020-23; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2020-23) for laboratory services regarding sample collection and testing of the City's potable water, sewer and reclaimed water ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Pace Analytical Services, LLC in the amount of $61,418.00/year is the lowest responsible and responsive bid (a copy of the bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the Project is appropriated in the Water and Wastewater Fund, and

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

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

SECTION ONE. The bid submitted by Pace Analytical Services, LLC to provide laboratory testing services in the amount of $61,418.00/year is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Pace Analytical Services, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Pace Analytical Services, LLC to provide the services for an initial one-year term at $61,418.00 plus four possible renewal periods of $61,418.00 per year for a total of $307,090.00 over a five-year period, and to pay the cost thereof from the Water and Wastewater Fund.

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

APPROVED AND AUTHENTICATED this 28th day of July, 2020.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2020\07-28-20\20-85 Lab Svcs-Pace Analytical (P20-0108G).docx

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Pace Analytical Services, LLC** ("Contractor"), 8 East Tower Circle, Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated June 17, 2020, attached hereto as Exhibit "A", and the Invitation to Bid (2020-23 "Laboratory Testing Services") dated June 10, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and shall be automatically renewed for four (4) additional one-year periods, unless either party provides a written notice of non-renewal at least ninety (90) calendar days prior to the Agreement expiration date.

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

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

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

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	**Pace Analytical Services, LLC** Garrett Ervin, General Manager 8 East Tower Circle Ormond Beach, FL 32174

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

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

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

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

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

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

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

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)	
0 - 25,000	$300,000 Each Occurrence	
	$300,000 General Aggregate*	
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence	
	$1 Million General Aggregate*	
	$1 Million	Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000	 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law**. Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records 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:

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this 28 day of July, 2020.

Witnesses:

Wendy Hortz

Print Name: Wendy Hortz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By: Joyce Shanahan

JOYCE SHANAHAN
City Manager

DATED this 2 day of July, 2020.

Witnesses:

Print Name: Sakina M. McKenzie

Lisa Harvey

Print Name: Lisa Harvey

PACE ANALYTICAL SERVICES, LLC

By: Garrett Ervin

Print Name: Garrett Ervin

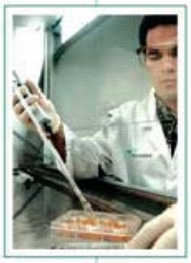
Title: General Manager

Attest: Elizabeth Boivin Day

Print Name: Elizabeth Boivin Day

Title: Account Ex. / Notary

Elizabeth Boivin Day
Comm. # GG338234
Expires: July 19, 2023
Bonded Thru Aaron Notary



ITB 2020-23
Laboratory Testing Services
City of Ormond Beach
Due 2:30PM June 17, 2020

Pace Analytical Services, LLC
Michael F. Valder
813-340-8100
Michael.Valder@pacelabs.com
8 East Tower Circle
Ormond Beach, Florida 32174

Laboratory Testing Services

Table of Contents

a.Copies of current State, NELAP, and EPA certifications or other documentation that firmly establishes, to the satisfaction of the City, the certification status of the laboratory for all listed parameters must be submitted with your bid	See Enclosed Thumb Drive
b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be shall be firm for the duration of the contract.	See Appendix A
c. One (1) copy of the laboratory NELAC compliant "Quality Manual" shall be provided with your Bid.	See Enclosed Thumb Drive
d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach.	Page 3
e. The results from the most recent previous two WP/WA/NELAC Proficiency Testing studies are to be included in your submittal.	See Enclosed Thumb Drive
f. Copies of the last two FDOH laboratory assessments with corrective actions taken are to be included in your submittal.	See Enclosed Thumb Drive
g. A description of the laboratory and its relevant prior experience, specifically as related to governmental agencies.	Page 3
h. A list of four references who shall confirm instances of comparable testing performed for governmental entities. If these cannot be provided, please explain.	Page 13
i. The name and resume, including employment history with the Company, of the **senior staff** individuals who will perform the testing. If the successful provider subcontracts work under this contract, the same information will be provided for the subcontract laboratory.	Page 14
j. Documentation which establishes the length of time in business in the State of Florida (at least four (4) years required).	Page 30
k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.	Page 32
Appendix A – City of Ormond Beach bid Forms	Page 33

d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach

Pace will subcontract only the 200.9 for Thallium (to Benchmark EA) bioassay (to Hydrosphere) and Giardia/Cryptosporidium (to ASI) analysis. All other analysis will be performed by pace Analytical. That represents 3 tests out of 5100 tests which is <0.06% of the total tests. Pace is the incumbent laboratory and has sufficient staffing to continue serving the City of Ormond Beach for contract needs.

g. A description for the laboratory and its relevant prior experience, specifically as related to governmental agencies.

Pace Analytical Services, LLC (Pace Analytical) was established in 1978. We are a privately held, full-service sampling and analytical services firm operating a network of 41 environmental laboratories and 45 service centers nationwide, plus 3 Life Sciences laboratories. All of our full-service environmental laboratories are NELAC accredited. Our laboratories utilize U.S. EPA, ASTM, Standard Methods, NIOSH, and other accepted test procedures and methods, in accordance with federal and state regulations.

The company consists of three divisions: Environmental, Life Sciences and Scientific Professional Services. Analytical testing and related services include analytical chemistry, on-site field sampling, product and material testing, microbiology services, medical device and drug-device combination product testing, professional laboratory staffing, and lab equipment sales and services. Pace Analytical maintains a comprehensive list of certifications and methodologies throughout our laboratories. In addition to offering full service environmental analytical services, Pace Analytical provides the following specialty environmental testing services:

- Drinking Water
- Water / Wastewater
- Air Toxics
- PFAS Testing
- Microbiological
- Mixed Waste Characterization
- Field Sampling and Analysis
- Aquatic Toxicity / Bioassay
- Radiochemistry
- Low Level Mercury Analysis
- Vapor Intrusion
- PCB Congeners
- On-Site Gas Phase FTIR
- Dioxin / Furan

Pace Florida provides comprehensive environmental laboratory services from its Oldsmar, Ormond Beach and Pompano Beach, Florida locations. The Pace Florida laboratory in Ormond Beach was expanded to 20,000 square feet and completely renovated in 2010 and expanded again to add 10,000 more square feet in 2017. In addition, at that time the operation began operating on a 24 hour a day schedule Monday through Friday, and 12 hour a day schedule on Saturday and Sunday. As a result, the average turnaround time for mainstream parameters is less than our industry competitors.
Pace Florida provides field sampling and laboratory testing services to numerous cities and counties around the state. Most of our analytical services associated with City of Ormond Beach will be completed at our Ormond Beach, FL facility.

Pace is currently the lab contractor for:

- Collier County
- Palm Beach County
- Orlando Utilities Commission (OUC)
- City of Sanford
- City of Port Orange
- Miami-Dade County
- St. Lucie County
- Brevard County
- Volusia County
- Lake County
- Sarasota County

A strength of Pace's is the production of Florida Drinking Water forms and Electronic Data Deliverables (EDDs). Pace has automated this process as much as it can be automated and delivers EDDs within a day of final report generation.
Pace is the only national laboratory company that has every lab operating on a uniform Laboratory Information Management System (LIMS). This system coupled with PacePort enables clients and Pace Project Managers to accurately schedule and modify client accounts and projects. PacePort is Pace's password protected website that provides clients with access 24/7 to their data and other tools:

- Access to all records such as final reports, drinking water forms, chain-of-custodies, invoices, and preliminary data
- Automated and customized container ordering, and COC creation
- Immediate notification of sample receipt and itemized sample log-in information
- Automated notification of exceedances of action and permit limits
- Automated creation of EDDs such as ADaPT customized to your specifications and formats
- Rush project tracking
- Automated delivery of reports and EDD's via email to multiple addresses
- Indefinite historical retention of all data

Our Management Team and Department Managers have on average at least 20 years of experience in the analytical testing arena, which gives us a clear understanding of how to work with clients like City of Ormond Beach with environmental needs in multiple disciplines.

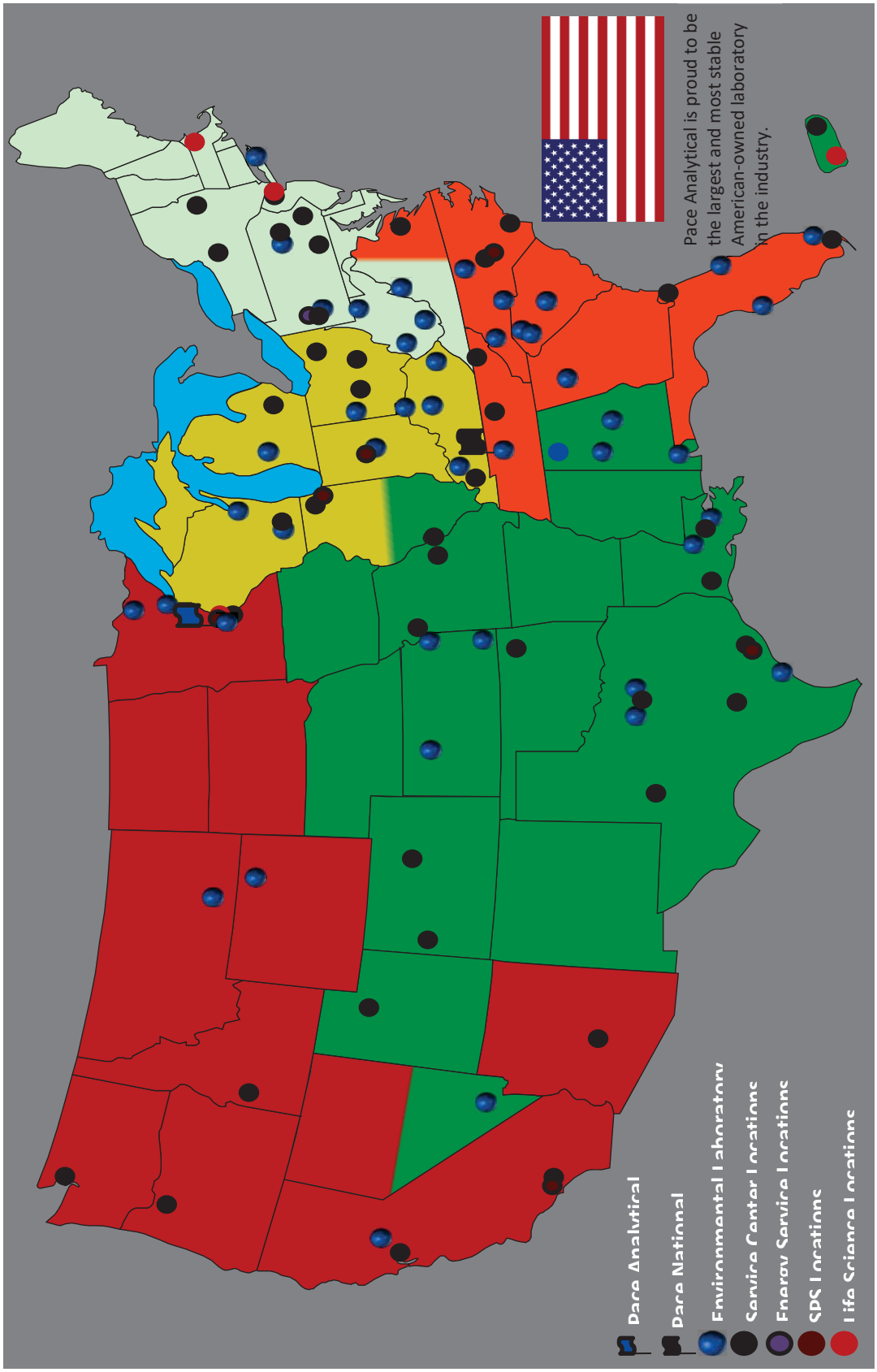
Thanks in advance for your time and support of Pace Analytical Services and we look forward to continuing a long-term win-win relationship with the City of Ormond Beach. This proposal had been made without collusion with any other person or entity submitting a proposal pursuant to this ITB. Please do not hesitate to contact us if you have any further questions or needs. I am the main contact for this submittal and can be reached directly at 813-340-8100 and my email is Mike.Valder@pacelabs.com Garrett Ervin is the authorized to negotiate on behalf of Pace Analytical Services for this contract. He is the General Manager for the Florida Operations and can be reached at 386-676-4839 direct and his email is Garrett.Ervin@pacelabs.com.

Below is a list of the Pace Florida Instrumentation:

- 25 Gas Chromatograph/Mass Spectrometer Systems
- 15 Gas Chromatograph Systems
- 5 High Pressure Liquid Chromatographs
- 2 Liquid Chromatograph-Mass Spectrometer/Mass Spectrometer Systems
- 3 Lachat Automated Analyzers
- 3 Inductively Coupled Plasma/Mass Spectrometer Systems
- 4 Inductively Coupled Plasma Systems
- 1 Mercury Analyzers
- 1 Low-level Mercury Analyzer
- 9 Ion Chromatographs
- 2 TOC Analyzers

The map on the next page shows the Pace locations of all our facilities.

Pace Analytical®



Hydrosphere Research is a state and nationally recognized aquatic toxicity testing laboratory. We provide full bioassay laboratory resources that offer a wide array of services to private and public clients.
The following is a brief summary of our qualifications.

Certifications

- NELAC accredited aquatic toxicity testing and bioassay lab (first commercial bioassay lab in Florida to receive accreditation)

.

Customer Service

Hydrosphere Research has retained many of its clients since the lab's inception at CH2M Hill in 1986. We pride ourselves on providing unmatched customer service. Our SOQ contains a partial list of references. Please contact us for a list of references specific to your area or industry.

Services

Hydrosphere Research professionals assist clients in toxicity test design, sample collection, and other toxicity issues throughout the United States. This specialization has aided clients in the public and private sectors in determining the potential impact of project development and in the design of suitable alternatives.

Facilities

Hydrosphere Research's laboratory and office facilities are located in the Progress Corporate Park at 11842 Research Circle, Alachua, Florida, only minutes away from the University of Florida. We have divided our test facilities into separately lighted and climate-controlled sections to accommodate various test conditions or requirements. We also maintain an aquaculture facility separate from the testing labs for a wide range of fresh and saltwater cultures. We follow strict procedures for maintaining lab equipment and each machine or piece of equipment is available in at least duplicate. This helps us provide our clients quick turnaround time and avoid delays related to equipment. We also have an emergency generator installed to maintain our client's tests even during the most inclement weather. Our building and cold room environmental conditions are monitored remotely; should any event occur in our lab, the laboratory staff will be immediately notified.

Aquaculture

We culture all freshwater and most saltwater organisms required for routine toxicity testing.
Hydrosphere has also developed innovative aquaculture techniques for the propagation of many species in both the bioassay, tropical fish and mariculture industries.

Personnel

Hydrosphere Research boasts a highly skilled roster of scientists, engineers and support staff. In addition, our location near one of the nation's leading research centers provides us with easy access to some of the industry's most talented assistance, allowing us the flexibility to increase or decrease staff size for special projects.
Facilities are staffed seven days a week, 365 days a year for toxicity test monitoring, toxicity test initiation, and organism culturing.

We invite you to visit our state-of-the-art facilities in the scientific community at Progress Corporate Park in North Central Florida. To schedule a tour or to find out more about our services and how Hydrosphere Research can help you meet today's environmental standards, call us at 866.375.9004 or use our .

Below is a summary of some our government work. The work we do for EPA dwarfs all of the other government work combined. These are in order or size/value of work we did and does not capture the work we do through a subcontractor (like the City of Ormond Beach).

Client	Type of Work
US Environmental Protection Agency	Acute & chronic fresh & saltwater studies. Product toxicity tests, algal toxicity studies, sediment bioassays
University of Florida/US Department of Defense	Sediment bioassays
JEA	Chronic freshwater studies, organisms sales
Flagler Beach	Chronic saltwater studies
City of Savannah	Acute saltwater & chronic freshwater studies.
St. Johns County	Acute freshwater, chronic freshwater & saltwater studies.
City of Chattahoochee	Chronic freshwater studies
Clay County Utility Authority	Acute freshwater & chronic saltwater studies
City of Tallahassee	Chronic freshwater & saltwater studies
City of Boca Raton	Chronic saltwater studies
Town of Orange Park	Chronic freshwater studies
City of Fernandina Beach	Chronic saltwater studies
City of Daytona Beach	Chronic freshwater studies
City of Neptune Beach	Chronic saltwater studies
Florida State Hospital	Chronic freshwater studies
City of Lakeland	Chronic freshwater studies
City of Jacksonville Beach	Chronic freshwater studies
City of Bradenton	Chronic freshwater studies
City of Jasper	Chronic freshwater studies
City of Hollywood	Acute Saltwater studies
City of Atlantic Beach	Chronic saltwater studies
City of Orlando	Chronic freshwater studies
City of St. Augustine	Chronic saltwater studies
Town of Callahan	Chronic freshwater studies
City of Rincon	Chronic freshwater studies

Town of Hastings	Acute & chronic freshwater studies
City of Starke	Chronic freshwater studies
City of Tybee Island	Chronic saltwater studies
City of Sanford	Acute freshwater studies
Camp Blanding	Acute freshwater studies
Putnam County	Acute freshwater studies
Town of Hilliard	Acute freshwater studies
Town of Macclenny	Chronic freshwater studies
City of Tarpon Springs	Acute freshwater studies
City of LaGrange	Chronic freshwater studies

ANALYTICAL SERVICES, INC. (ASI)

Microbiological Testing, Research and Consulting

Description of Lab:

1. PERSONNEL

- Harry Christman, Ph.D. -ASI Technical Director
  -Technical Lead – General Microbiology (*Legionella*)
  -PhD in Microbiology, 2011
  -BS in Microbiology, 2002
  -19 years experience in commercial and academic laboratories
- Aimee Benjamin, Ph.D. -ASI Quality Assurance Officer
  -Technical Lead - *Cryptosporidium/Giardia*
  -USEPA/LT2 Principal Analyst
  -PhD in Animal Science in 2016
  -5 years experience with *Cryptosporidium/Giardia*
- Roberto Rodriguez, PhD -ASI Senior Virologist
  -PhD Environmental Science, 2007
  -BS Microbiology, 1997
  -13 years experience in commercial and academic laboratories
- Paul Warden -Vice President and Director of Operations
  -30 years experience in commercial laboratory environment
  –Contact Person: pwarden@analyticalservices.com, 800-723-4432 x15

Analytical and Support Staff - Presently, ASI employs 12 people in our Williston, VT facility (10 scientists / microbiologists and 2 technicians). Four (4) staff perform EPA Method 1623.1 and two (2) of our Microbiologists are USEPA/LT2 Approved Principal Analysts for *Cryptosporidium* and *Giardia*, a third is a USEPA/LT2 Approved Analyst and the fourth is a Technician. This depth and expertise of our staff provides ASI redundancy to cover planned and unplanned staff absences, the flexibility to handle special projects and/or unscheduled work, as well as the ability to cross-train for redundancy/back-up.

In addition, ASI has been long committed to, and known for, outstanding client services. Our focus on client services functions, including front-end client interaction, work scheduling, shipping of supplies, sample receipt and log-in, and report preparation helps ensure seamless project execution. Sample collection kits are typically shipped three weeks in advance of the

scheduled sample collection date and any issues relative to samples received at ASI are quickly communicated to the client to allow timely resolution.

2. EXPERIENCE

Analytical Services, Inc. (ASI) is a full service environmental microbiology laboratory located in Williston, VT. Our primary business has been serving the public water supply industry with microbiological testing, research and consulting services for more than 25 years. ASI clients include state and local governmental entities, public water suppliers (public and private), corporations and engineering firms/consultants. ASI holds both state and municipal level monitoring contracts.
ASI is nationally recognized as an expert laboratory for protozoa analysis. Accordingly, we have been involved in numerous EPA-sponsored protozoa research projects, including the USEPA's multi-laboratory validations of EPA Method 1623.1 (2012), Method 1623 (1999) and Method 1622 (1998). ASI has analyzed more than 30,000 samples for the detection of *Cryptosporidium* and *Giardia* using EPA approved methods over more than 20 years.

Paul Warden
Vice President & Director of Operations
800.723.4432 x15
802.876.1339 Direct
pwarden@analyticalservices.com

ANALYTICAL SERVICES, INC.
130 Allen Brook Lane
Williston, VT 05495 USA
www.analyticalservices.com

Pace Analytical®

BENCHMARK
EnviroAnalytical, Inc.

Benchmark EnviroAnalytical, Inc.
Firm Profile

BenchmarkEA has 25 years of experience in analyzing water, soil and sediment. The laboratory is owner operated with thirty employees and two Florida locations, one in North Port / Port Charlotte and one in Palmetto. Both laboratories are NELAP certified and are operated by personnel having science degrees in chemistry or biology. The realm of certification includes organics, metals, inorganics, physical properties and microbiology. The complete list of certified analytes may be viewed at www.BenchmarkEA.com. BenchmarkEA is also certified by the Florida Office of Supplier Diversity as a minority Business Enterprise. BenchmarkEA's laboratory director has a Ph.D. in organic chemistry and is intimately familiar with the laboratory operations. The management team of supervisors and quality assurance officers works together to meet the company objective of providing "correct results the first time, on time".

Environmental analytical and field sampling experience includes surface water, storm water, groundwater and sediment / soil projects. Analytical project experience includes long term surface water studies for several watersheds and groundwater projects for drinking water production sites and large industrial sites. BenchmarkEA has extensive analytical experience with ASR wells and frequently associated RO treatment streams. BenchmarkEA has an excellent reporting system that provides timely accurate reports that can be tailored to client spreadsheet requirements. In addition, reports can be generated in aDaPT format or in a format uploadable to DEP STORET when required by compliance agency programs.

h. A list of four references who shall confirm instances of comparable testing performed for government agencies.

Organization Name: Volusia County
Address: 1990 Tomoka Farms Road
Address: Daytona Beach, FL 32114
Contact: Ms. Jennifer Stirk
Telephone:386-947-2952
Email: jstirk@co.volusia.fl.us

Organization Name: Hillsborough County
Address: 9456 E. Columbus Drive
Address: Tampa, FL 33619
Contact: Ms. Sandra Fernandez-McCoin
Telephone:813-27-5977
Email: fernandezsa@hillsboroughcounty.org

Organization Name: Miami-Dade Water and Sewer Division
Address: 8950 SW 232 Street
Address: Miami, FL 33190
Contact: Mr. Rolando Camilo
Telephone: 786-268-5631
Email: Rolando.Camilo@miamidade.gov

Organization Name: Brevard County
Address: 3630 N. Courtenay Parkway
Address: Merritt Island, FL 32753
Contact: Mr. David Dezman
Telephone: 321-455-1339
Email: David.Dezman@brevardcounty.us

i. The name and resume, including employment history with the company, for the senior staff individuals who will perform the testing.

JEFF BAYLOR
SENIOR PROJECT MANAGER

EDUCATION
B.S., Biology (Pennsylvania State University, 1996)

REGISTRATIONS
American Chemical Society

EXPERIENCE
Mr. Baylor has been a project manager for the laboratory since 2001 specializing in landfills, NPDES, drinking water, solid waste, and other State programs. His many years of service with the laboratory have given him a background that allows him to help clients with their site-specific work plans, applicable methodologies, turnaround time requirements, and project data quality objectives. In the capacity as Project Manager, Mr. Baylor provides his clients as the one point of contact for all their production and technical needs. He serves as a liaison between the client and the laboratory operations and currently serves a diverse group of clients, including many cities, counties, utilities, and consultants.

Prior to assuming the position of Project Manager, Mr. Baylor was the Supervisor of the laboratory's Biology Laboratory. He oversaw all areas of the department including the Microbiology and Toxicity sections. For the Microbiology section, he was in charge of the following: media preparation; quality control; detection and enumeration of densities of Fecal and total Coliforms, *Fecal Streptococcus*, *Enterococcus*, and heterotrophic bacteria. In 2002, he led the effort for ELAB to become EPA certified for testing for *Aeromonas* bacteria in drinking water under the Unregulated Contaminant Monitoring Rule (UCMR) program. For the toxicity section, he was responsible for organism breeding, quality control, freshwater and saltwater bioassays using EPA certified methods for both Acute and Chronic tests, and statistical evaluation of toxicity tests performed for client's NPDES permits.

Prior to this, Mr. Baylor supervised the Inorganic Department for several years after working as an analyst in the Metals and General Chemistry departments for six years. While in the General Chemistry department, he utilized gravimetric, potentiometric, titrimetric, and colorimetric approved methodologies to test samples of varied matrices including drinking water, ground water, surface water, waste water, solids, and sludges. He used a wide variety of instrumentation including manual and automated colorimetric analyzers, Ion Chromatograph, IR Chromatograph, and digestion/distillation apparatus. In the Metals department, he was responsible for all aspects of testing including digestion, analytical, and quality control. He is

proficient with the instrumentation used for the quantification of metallic elements such as flame and graphite furnace AA and cold vapor analysis of mercury.

During his tenure, Mr. Baylor help set up the Toxicity Characteristic Leaching Procedure methods now used by the laboratory for testing materials for clients under the RCRA program. He also supervised and conducted the setup and incubation of samples for Simulated Distribution Systems (SDS) and Biodegradable Organic Carbon (BDOC) analysis, which is related to the Information Collection Rule program.

GARRETT ERVIN
GENERAL MANAGER FLORIDA OPERATIONS

EDUCATION
B.A., Biology, Minor Geology (Western Michigan University, 1994)

EXPERIENCE
Mr. Ervin joined Pace Analytical in 2017 and is serving as the Operations Manager for the Ormond Beach Lab. He is responsible for the direction and coordination of the daily activities for 168 staff scientists, administrative personnel and service technicians at the company's Florida operations. He is responsible for maintaining project management oversight and direction in conjunction with corporate directives and goals, and he provides guidance and direction to the laboratory's Quality Assurance staff in conjunction with corporate goals, EPA guidelines, NELAC guidelines, and various other state and federal guidelines.
He is responsible for ensuring that on-time commitments, quality requirements, safety requirements and all reporting requirements are met by the facility. Mr. Ervin is also responsible for daily management of facility, including management of all departments to meet hold times, provide data and deliver analytical reports on time. Mr. Ervin manages staff and ensures the quality of service, the technical competence of the staff and any productivity and technical expansion as well as responsible for technical leadership and the development of department staff.

Prior to assuming the position of Operations Manager, Mr. Ervin was the Operations Manager for KAR Laboratories, Inc. He started as a Field Technician and rapidly transitioned to Client Services where he was a Client Services Technician, followed by Project Manager to Client Services Manager. Mr. Ervin developed his knowledge of test procedures and management skills. This included learning SDWA testing requirements and regulations. This enabled him to lead KAR Laboratories to be involved with extensive Pb/Cu testing during the Flint MI Drinking Water crisis.

EDWARD OSGOOD
SEMIVOLATILES ENVIRONMENTAL MANAGER

EDUCATION
B.S. Chemistry (Rollins College, 2006)

RELEVANT EXPERIENCE

Mr. Osgood has been in the environmental industry since 2006 when he started working for ELAB, Inc. as part of the semivolatiles department. He joined Pace Analytical in 2008 and continued his work in the same department. In this role, Mr. Osgood was responsible for the evaluation and processing of client samples as well as instrumental troubleshooting and routine maintenance. As needed his responsibilities also included the development and establishment of in-house testing parameters for new methodology and instrument technology. Instrumental experience includes GC with ECD, FID, and NPD variances though he is predominantly proficient in GC-MS experience with testing in SW-846 methodology as well as drinking water and UCMR3 testing methods. He has also served as both the Safety and Hazardous Waste Officer within the laboratory ensuring compliance with all company, state, and federal regulations.

In July 2017 Mr. Osgood transitioned into the Quality Assurance Manager position and had the responsibility to ensure that the Quality Systems in the Ormond Beach laboratory of Pace Analytical Services, LLC. was fully implemented and followed in order for the laboratory to achieve established standards of quality. He provided guidance and direction to the laboratory in conjunction with corporate goals and guidelines set by the EPA, NELAC, and various other state and federal agencies. This included maintaining regulatory compliance, data validation, laboratory analytical protocols, quality assurance documentation and conformance to quality criteria. He aided the Senior Quality Assurance Manager as a liaison between Pace Analytical-Florida and state/federal regulatory agencies on quality control issues. Mr. Osgood also provided technical support to laboratory operations and clients regarding methodology and project QA/QC requirements and is responsible for performing internal performance audits as well as systems audits on a regular basis.

In January 2019 Mr. Osgood accepted the position as manager of the environmental section of the semivolatiles department. In this role his responsibilities include management of staff and departmental budgeting as well as data validation and review. Mr. Osgood is able to apply his years of technical experience towards method development as well as provide technical support for instrumentation.

TINA BUTTERMORE
SENIOR QUALITY MANAGER, FLORIDA

EDUCATION
M.S. in Pharmacy (University of Florida, 2005)
B.S. in Biochemistry and BS in Microbiology and Cell Science (University of Florida, 2003)

EXPERIENCE
Ms. Buttermore has the responsibility to ensure that the Quality Systems in place at Pace Analytical-Florida are fully implemented and followed in order for the laboratory to achieve established standards of quality. This includes maintaining regulatory compliance, data validation, laboratory analytical protocols, quality assurance documentation and conformance to quality criteria. He serves as a liaison between Pace Analytical-Florida and state/federal regulatory agencies on quality control issues. Ms. Buttermore provides technical support to laboratory operations and clients regarding methodology and project QA/QC requirements and is responsible for performing internal performance audits as well as systems audits on a regular basis.

Ms. Buttermore has eight years experience in the environmental industry in both the analytical and regulatory sectors. She joined Pace Analytical in 2011 as the Technical and Operations Manager for the South Florida operations. As Technical Director and Operations Manager for the South Florida facility of Pace Analytical Services, Ms Buttermore had direct management responsibility for over 20 employees covering client services, analytical services and field services. She has previously held the positions of Quality Assurance Director, Technical Director, and various section management and analyst positions within the laboratory specializing in metals analyses (including ICP-AES, ICP-MS, cold vapor AA) and microbiology and wet chemistry techniques. She has also performed the role of Compliance and Enforcement Officer for both the Florida Department of Environmental Protection and the Florida Department of Health.

TRISHA L. KELLY
Operations Manager

EDUCATION
B.S. Biology (Radford University, 2003)

RELEVANT EXPERIENCE
Ms. Kelly is responsible for day to day management of the entire laboratory to include semi-volatiles, volatiles, wet chemistry, metals, and extractions.

Ms. Kelly past responsibilities have included the direction and coordination of the daily activities of the Semi volatiles analysis area. Her technical background helps her minimize instrumental down times in her area, thus allowing for a consistent and continuous performance of analyses. In order to be able to maintain short turnaround times, she is responsible of maintaining communication with project management and her area's analysts, making sure of the efficient scheduling of the workload. She is also responsible for maintaining her area is validated in accordance with the directives of the QA office, as well as within EPA guidelines, NELAC guidelines, and various other state and federal guidelines.

Since the beginning of her career, Ms. Kelly has advanced quickly in the laboratories she has worked, thanks to her talent, eagerness to learn new methods, and troubleshooting abilities. Her analytical and technical knowledge has made her a source of information for her peers. Her ambitious nature has made her very willing to accept new and specialized projects which may require planning and organization.

Ms. Kelly's 16 years of environmental analytical laboratory experience includes work as an analyst in Wet Chemistry and Microbiology, Inorganic manager, Semi volatiles manager and now Operations manager. She is knowledgeable and proficient in a number of analytical protocols and methods.

BRIAN MARK RUSLER
TECHNICAL DIRECTOR

EDUCATION
BS Chemistry (University of Central Florida, 1989)

REGISTRATONS
American Chemical Society
ACS divisional Affiliations in Environmental Chemistry, Organic Chemistry and chemistry and Law.
Central Florida Officials Association
FHSAA – Florida High School Athletic Association – Referee Monsanto Fellow

EXPERIENCE
Mr. Rusler joined Pace Analytical Services in 2017. He is currently serving as the Technical Director. He is responsible for maintaining close supervision of daily work activities and data production for Semi-Volatiles and Volatiles Departments. His job duties include

- Responsible for ensuring analytical data quality objectives are met
- Expand the analytical capabilities of the laboratory
- Added new methods, micro extraction and SPE
- Maintenance of all analytical instruments used in the laboratory
- Troubleshoot instrument / method problems and resolution
- Maintain close contact with project managers and sales team
- Develop UCMR methods

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ERIC J. BATTISTA
QUALITY MANAGER – TAMPA LABORATORY

EDUCATION
B.S. Chemistry- Clemson University (1997)

RELEVANT EXPERIENCE
Mr. Battista has over 10 years experience as a laboratory analyst, several years as a Project Manager, as well as over 3 years as a Quality Manager. He has working knowledge and established proficiency in a number of analytical procedures, with a primary emphasis in wet chemistry methodology. His experience includes a wide variety of gravimetric, colorimetric, and ion chromatography methods drafted by EPA and Standard Methods, using Discrete Auto Analyzers, Ion Chromatography, and FIA systems. In addition to his wet chemistry experience, he has worked extensively with HPLC-UV, HPLC-FLUOR, and GC-FID systems for a variety of EPA and FLDEP methods. As a Project Manager, he served as the primary liaison between customers and operations through the daily coordination of activities including overseeing sample logins, maintaining customer records, and assuring that final reports are sent to the customers. As a Quality Manager, he has the responsibility and authority for ensuring that the management system related to quality is implemented and followed at all times for the Florida laboratories. His responsibilities include, but are not limited to, document management and distribution, training file maintenance, internal/external on-site assessments, and laboratory data review.

Mr. Battista has worked within a number of areas in the environmental industry, including: Radiochemistry, Wet Chemistry, Metals, and Semi-volatile Organics. His client exposure spans many different types of projects, including groundwater monitoring, site assessments, site remediation, and drinking water monitoring under AFCEE, CLP, RCRA, and CWA/NPDES.

MEGAN STACY
CLIENT SERVICE SUPERVISOR-ORMOND BEACH

EDUCATION
High School Diploma
Daytona State College

EXPERIENCE
Ms. Stacy joined Pace Analytical Services in 2014. Ms. Stacy is responsible for the direction and coordination of the daily staff and activities in the Sample Receiving department in Ormond Beach. Her job duties include: primary point of contact for Project Managers and Sample Receiving, the daily triaging incoming client samples, work closely with the lab to priorities Short Holds/Rushes, logging in samples in a timely manner, subcontracting samples, and managing the day to day operations of the Sample Receiving Department.

HAZEL ARANDA
METALS SUPERVISOR

EDUCATION
B.S., Biology, (University of Central Florida, 2006)

EXPERIENCE
Ms. Aranda joined Pace Analytical Services in 2008. She is currently serving as the Metals Supervisor. She is responsible for the daily management of the metals department. Her job duties include: Planning, coordinating, and directing operations of the department to meet holding times, provide data of appropriate quality, and to deliver analytical reports on time.

Prior to assuming the position of Metals Supervisor with Pace in 2014, Ms.Aranda worked in both the Wet Chemistry and Metals departments on the analytical bench. She is knowledgeable and proficient in a number of analytical protocols, including: ICP, ICP-MS, CVAA instrumentation, IC, Lachat, and UV-Vis.

EDWARD MANEN
ORGANIC EXTRACTION SUPERVISOR

EDUCATION
A.S., Forensic Science (Daytona State College, 2011)

EXPERIENCE
Mr. Manen joined Pace Analytical Services in 2016. He is currently serving as the supervisor for the Organic Extraction Department. He is responsible for the extraction department's output of work as well as the coordination of work with the Semi-Volatiles Department, communication between the lab and management, resolving issues of problematic methods/analytes within the department, adding new extraction procedures to the department, and maintaining inventory for his department. In addition, he is also responsible for extracting 8270D, 8141, 8081, 8082, 608.3 and 8151A waters and 8270, PRO, 8081, 8082 and 8141 soils.

SIEGA KANEYAMA
SUPERVISOR VOLATILE GROUP

Education BS Business Management University of Phoenix AZ 2011

Experience Seiga Kaneyama joined Pace Analytical Services in 2008. She is currently serving as the Supervisor of the Volatile Group. She is responsible for the day to management of four employees. Her job duties include:

- Manage costs and project workload within the group
- Review and validate data as needed
- Maintain instrumentation
- Train analysts in use of instrumentation
- Oversee and enforce safety policies

Previous Experience

Prior to joining Pace, Seiga Kaneyama worked at Elab Inc. Her job duties included:

- Extracting and concentrating samples
- Metals prep work
- Running Mercury analyzer

Instrumentation

Agilent Technology 5973, 5975
Centurion Autosamplers
EST Evolution concentrators

Methods

SW8260B, D, 200.7, 200.8, 524.2, 624.1, 1311, 1312, 6010, 6020

ADAM SMITH
WET CHEMISTRY / MICROBIOLOGY SUPERVISOR

EDUCATION
Seabreeze High School, 2006

EXPERIENCE
Mr. Smith joined Pace Analytical Services in 2006. He is currently serving as the Wet Chemistry / Microbiology Supervisor. He is responsible for providing or overseeing the analysis, administration and oversight of lab, services, or testing policies, programs and practices; provides feedback and direction, and guidance to employees and management, using professional and technical knowledge of environmental, biological, chemical, and related areas. His job duties include:

- Supervises staff including hiring, training, evaluating performance, and performance management.
- Oversees and supervises broad areas of the operations, such testing, scheduling, inventories, services, communication and general coordination of the lab and services.

Instrumentation/methodologies: Titrations, gravimetric, total organic carbon, biological oxygen demand, UV, distillations as well as many probe-based methods.

ANALYTICAL SERVICES, INC. (ASI)

Microbiological Testing, Research and Consulting

Aimee Benjamin, Ph.D.

Education:

University of Vermont
Ph. D. Animal Science, May 2016

Cornell University
B.S. Animal Science, May 2005

SUNY Cobleskill
B.S. Animal Science, May 2003

Major Areas of Expertise:

EPA methods 1623 and 1623.1 for detection of *Giardia* and *Cryptosporidium*
General Cell Culture

Summary of Experience:

Ms. Benjamin was a graduate student at the University of Vermont prior to coming to ASI. Her research focused on the immune response to bacterial infections in dairy cattle. She presented this research at several professional conferences and received 3rd place for an oral presentation in 2012.

Currently, Dr. Benjamin works as ASI's Protozoa Area Coordinator and EPA/LT2 Principal Analyst, as well as a Staff Microbiologist, performing analysis for 1623, 1623.1 and 1693. In addition, Dr. Benjamin serves as ASI's QA Officer and has trained on virus isolation and detection from water and solid samples using cell culture techniques.

Professional Experience:

Analytical Services Inc., Williston, VT (July 2016 – Present)
Protozoa Area Coordinator / QA officer / EPA-LT2 Principal Analyst / Staff Microbiologist

Responsibilities:
US EPA / LT2 approved Principal Analyst for EPA methods 1623 and 1623.1 for detection of *Giardia* and *Cryptosporidium*
Management and implementation of ASI QA Program (direct report to President of ASI)
General Cell Culture
Virus Isolation and Basic Virology

University of Vermont, Burlington, VT (May 2010 - May 2016)

Graduate Student

Responsibilities:
Primary Cell Isolation and Culturing
Cell Challenge Studies
Gene Expression and Protein Analysis
DNA/RNA extraction
Teaching Undergraduate Students

Presentations:

"Effects of an early-life LPS challenge on a subsequent LPS challenge in Holstein bull calves." **A Benjamin**, F Korkmaz, T Elsasser, and D Kerr. ADSA-ASAS Joint Annual Meeting, Orlando, FL July 2015

"Investigating innate immune response differences between Angus and Holstein cattle with the dermal fibroblast model." **A Benjamin**, W Weber, S McKay, B Crooker, and D Kerr. ADSA-ASAS Joint Annual Meeting, Kansas City, MO July 2014

"Use of dermal fibroblasts to predict the innate immune response to bovine mastitis." **A Benjamin** and D Kerr. Conference for Research Workers in Animal Disease, Chicago, IL, December 2012

"Variations within the innate immune pathways are not associated with selection for milk production." **A Benjamin**, B Green, and D Kerr. Mastitis Research Workers Conference, Chicago, IL, November 2011

Publications:

Neonatal LPS exposure does not diminish the innate immune response towards a subsequent LPS challenge in Holstein bull calves. **A. Benjamin**, F. Korkmaz, T. Elsasser, and D. Kerr. *Journal of Dairy Science.* 2016. 99: 1-14.

Differential responsiveness of Holstein and Angus dermal fibroblasts to LPS challenge occurs without major differences in the methylome. **A. Benjamin**, B. Green, B. Crooker, S. McKay, and D. Kerr. *BMC Genomics*. 2016. 17(1):258.

Cow-to-cow variation in fibroblast response to a toll-like receptor 2/6 agonist and its relation to mastitis caused by intramammary challenge with *Staphylococcus aureus*. **A Benjamin**, B Green, L Hayden, J Barlow, and D Kerr. *Journal of Dairy Science.* 2015. 98(3): 1836-50.

Between-cow variation in dermal fibroblast response to lipopolysaccharide reflected in resolution of inflammation during *Escherichia coli* mastitis. S Kandasamy, B Green, **A Benjamin**, and D Kerr. Journal of Dairy Science December 2011 (5963-75)

Pace Analytical®

BENCHMARK
EnviroAnalytical, Inc.

Resumé
Dale D. Dixon
Laboratory Director, BenchmarkEA

Dr. Dixon is BenchmarkEA's Laboratory Director and is responsible for laboratories in North Port and Palmetto. As a company co-founder he has led the company from one employee twenty-four years ago to thirty employees currently. During this period, the laboratory operation has changed from initially a predominantly manual mode to a highly automated operation for both analyses and processing generated data. Because of his first-hand experience in this development, Dr. Dixon is intimately familiar with all facets of the environmental laboratory. He has emphasized utilization of up-to-date analytical instruments and automated reporting up-loadable to client systems. Under Dr. Dixon's direction the company has grown to a current clientele base that includes industrial, mining, engineering and governmental markets.

Dr. Dixon has 25 years of experience managing all aspects of environmental analyses and sample collection in the field. His experience background includes managing long term surface water studies and groundwater projects for drinking water production sites such as ASR wells with RO systems and groundwater monitoring for large industrial facilities. During the years of operation he has developed numerous relationships with engineering firms and governmental agencies.

Dr. Dixon has extensive laboratory management experience including the areas of organic chemistry, polymer chemistry, catalytic chemistry and analytical chemistry. Prior to the founding of BenchmarkEA, he managed industrial chemical research at Air Products and Chemicals, Inc. Achievements include being named as an inventor on forty-four patents and as an author on twenty-three technical publications. His work won the IR-100 award from Industrial Research Magazine for having one of the one hundred most important inventions for 1978.

Dr. Dixon received a Ph.D. degree in organic chemistry from Oregon State University.

Peter R. Meyer
Hydrosphere Research
1049 NE 9th Ave
Gainesville, FL 32601

WORK EXPERIENCE

Laboratory Manager, Hydrosphere Research 1995-Present
Responsible for overall laboratory operations including but not limited to developing and implementing standard operation procedures, training all laboratory personnel, development and documentation of new and existing test methods, and all aquaculture activities. Responsible for all testing including routine fresh and saltwater toxicity tests, algal toxicity tests, toxicity identification and reduction evaluation studies, sediment toxicity tests, soil toxicity tests and product toxicity tests.

Conduct an extensive number of acute, chronic and algal toxicity tests including both freshwater and marine species and both static and flow-through test design. Familiar with requirements for Biomonitoring Effluents Programs under EPA's National Pollutant Discharge Elimination System (NPDES).

Laboratory Manager, CH2M Hill 1989-1995
Previously employed in CH2M Hill's Gainesville bioassay laboratory for six years.

RESEARCH
Participated in research project funded by Water Environment Research Foundation and the Environmental Protection Agency titled *Assessment of the Occurrence and Ecological Significance of Endocrine Disrupting Chemicals in Watersheds*. This project has focused on developing a battery of test methods for the occurrence of hormonal activity. These test methods include laboratory fish studies, flow-through fish studies, field studies, and development of the YES Assay, a gene expression assay for detecting the presence estrogen related compounds.

ANALYTICAL EXPERIENCE

Toxicity Bioassays	Biological Culturing	Water analysis
Enzymatic assays	Wastewater analysis	Algal cultures
Algal Assays	Endocrine Assays	TIE/TRE

EDUCATION
University of Florida, Bachelor of Science-Zoology. 1989

PUBLICATIONS
Poster titled "Comparison of Laboratory Generated Photographs and EPA Illustrations of *Mysidopsis bahia*." Presented at SETAC 1994

j. Documentation which establishes the length of time in business in the State of Florida (at least 4 years required)

Pace has been operating labs in Florida since the early 2008 as Pace Analytical Service, Inc. and in October 1, 2016 had a name change to Pace Analytical Services, LLC.

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Pace Analytical®

State of Florida
Department of State

I certify from the records of this office that PACE ANALYTICAL SERVICES, LLC is a Minnesota limited liability company authorized to transact business in the State of Florida, qualified on December 23, 2016.

The document number of this limited liability company is M16000010338.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on March 20, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of January, 2020

Secretary of State

Tracking Number: 2689673760CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

1800 Elm Street SE
Minneapolis, MN 55414
(612) 607-6400

October 18, 2016

This letter is to inform you that Pace Analytical Services, Inc. is now Pace Analytical Services, LLC. On October 1, 2016, Steve Vanderboom, CEO, brought in a new business partner. Our leadership structure, staff, strategy and approach to working with clients and vendors remains the same. We will continue to offer our clients the best analytical services in the industry.

Please note, Pace's Federal ID number remains the same: 41-1821617.

If you have any questions, please feel free to contact:

Mike Prasch, CFO - Michael.Prasch@pacelabs.com
Stacy McClintock, Controller – Stacy.McClintock@pacelabs.com

Thank you.

Michael Prasch, CFO
Pace Analytical Services, LLC

State of Florida
Department of State

I certify from the records of this office that PACE ANALYTICAL SERVICES, INC. is a Minnesota corporation authorized to transact business in the State of Florida, qualified on July 29, 2008.

The document number of this corporation is F08000003333.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 8, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of June, 2014

Ken Detzner

Secretary of State

Authentication ID: CU2558940882

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

14-09588

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: $72.50
Valid 1/02/14 - 9/30/14

Classification	Comments/Restrictions	Location / Phone
LABORATORIES -SCIENTIFIC &/OR INDUSTRI		8 E TOWER CIR (386) 676-4802

PACE ANALYTICAL SERVICES, INC.
8 EAST TOWER CIRCLE
ORMOND BEACH FL 32174

BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

2013/ 2014

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

Volusia County
FLORIDA

Receipt # 199402080007 Expires: September 30, 2014
Business Location: 8 E TOWER CIR

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

BUSINESS TYPE	CODE	COUNT	TAX
Business Service State Lic Req	472	70	$150.00
Hazardous Waste Fee	820		$36.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

DATE PAID: 07/31/2013
PAYMENT Lockbox-12-00098855
RECEIPT #:

TOTAL TAX: 186.00
PENALTY: 0.00
TOTAL PAID: 186.00

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

Receipt # 199402080007 Expires: September 30, 2014
Business Location: 8 E TOWER CIR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.

Pace has not been removed from a contract due to failure to provide accurate testing results.

Appendix A – City of Ormond Beach bid forms and additional information.

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City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **LABORATORY TESTING SERVICES**

BID NUMBER: **2020-23**

BID OPENING DATE & TIME: **June 10, 2020 at 2:00 PM**

BID OPENING LOCATION: **1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach, Florida**

PRE-BID MEETING DATE & TIME: **May 26, 2020 at 11:00 AM**

PRE-BID MEETING LOCATION: **Public Works Training Room, 501 Orchard Street, Ormond Beach, FL 32174**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Pace Analytical Services, LLC

BIDDER'S MAILING ADDRESS: 8 East Tower Circle

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 41-1821617

PHONE NUMBER: 386-672-5668

EMAIL: Garrett.Ervin@pacelabs.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X Garrett Ervin
AUTHORIZED SIGNATURE (MANUAL)

Garrett Ervin
NAME (TYPED)

General Manager
TITLE

6/10/2020
DATED

BID RESPONSE FORM

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

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
6/2/2020	1
6/4/2020	2
6/9/2020	3

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Pace Analytical Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 8 East Tower Circle
Ormond Beach, FL 32174

PHONE NO.: 386-672-5668 EMAIL: Garrett.Ervin@pacelabs.com

SUBMITTER'S NAME: Garrett Ervin
(Typed or Printed in Ink)

TITLE: General Manager

AUTHORIZED SIGNATURE: I, Garrett Ervin hereby
(Original Signature)
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

The BIDDER will fill in the MDL listed on the bid sheets and complete the Work, as described herein, for the following price(s):

Reuse Effluent Analysis

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Primary & Secondary Drinking Water Standards, including: 504.1,508.1	Various	WW	3	$ 976.50	$2,929.50
515.3, 524.2,Hg,As,Ba,Cd,Cr,Cu,	SEE PERMIT				
Fe, Mn,Ag,Na,Zn,An,Pb,Se,Cl,F,NO3,					
SO4,MBAS,pH,TDS,Radium					
226/228,Gross Alpha					
Effluent Analysis Subtotal				$ 2,929.50	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn, Oil & Grease (hexane method)	200.7	WW		5	$ 70.00	$ 350.00
Cyanide	335.3	WW	0.005 mg/L	5	$ 18.00	$ 90.00
Mercury	1631E	WW	0.25 ng/L	5	$ 55.00	$ 275.00
TSS	160.1	WW	1 mg/L	5	$ 7.00	$ 35.00
BOD	405.1	WW	2 mg/L	5	$ 13.00	$ 65.00
TTO (including:624,625,608)	Various	WW		5	$ 205.00	$ 1,025.00
Pre Treatment Subtotal					$ 1,840.00	

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent	Various	WW		2	$ 337.00	$ 674.00
and Influent (including: 608,	SEE PERMIT					
624,625,Cyanide,phenolics,						
Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni,						
Se,Ag,Tl,Zn, Oil & Grease						
503 Sludge	Various	WW		4	$ 91.00	$ 364.00
Cryptosporidium and Giardia	1623	WW	*see bottom of page	1	$ 700.00	$ 700.00
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW	N/A	2	$ 2,800.00	$ 5,600.00
Low Level Mercury	1631E	WW	0.25 ng/L	2	$ 55.00	$ 110.00
Sampling Disposal Fee for Mercury		WW		2	$ 5.00	$ 10.00
Nickel	200.8	WW	0.62 ug/L	12	$ 4.50	$ 54.00
Copper	200.8	WW	0.93 ug/L	12	$ 4.50	$ 54.00
Dichlorobromomethane	524.2	WW	0.25 ug/L	12	$ 25.00	$ 300.00
Zinc	200.8	WW	4.29 ug/L	12	$ 4.50	$ 54.00
Sodium	200.7	WW	273 ug/L	52	$ 3.50	$ 182.00
Magnesium	200.7	WW	84 ug/L	52	$ 3.50	$ 182.00
Calcium	200.7	WW	64.1 ug/L	52	$ 3.50	$ 182.00
Chloride	300.0	WW	2.5 mg/L	52	$ 6.00	$ 312.00
TDS	2540C	WW	5 mg/L	52	$ 8.00	$ 416.00
Fluoride	300.0	WW	0.0146 mg/L	52	$ 6.00	$ 312.00
CBOD	SM5210B	WW	2 mg/L	540	$ 13.00	$ 7,020.00
TSS	2540D	WW	1 mg/L	644	$ 7.00	$ 4,508.00
TKN	351.2	WW	0.086 mg/L	540	$ 12.00	$ 6,480.00
NOX	353.2	WW	0.033 mg/L	260	$ 6.00	$ 1,560.00
TP	365.4	WW	0.05 mg/L	520	$ 9.00	$ 4,680.00
Enterococci	Enterolert/ Quant-tray	WW	1 MPN/100ml	260	$ 8.00	$ 2,080.00
Fecal Coliform	SM9222D	WW	1 CFU/100ml	365	$ 8.00	$ 2,920.00
Fecal Coliform Additional Costs for Weekend Work		WW	1 CFU/100ml	104	$ 16.00	$1,664.00
Wastewater Subtotal					$ 40,418.00	

* = 1 microorganism/unit weight or volume analyzed

Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
503.13 Sludge Rule (including:	Various	sludge	4	$ 82.00	$ 328.00
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				$ 328.00	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW	272.7 ug/L	28	$ 3.50	$ 98.00
TDS	160.1	GW	5 mg/L	28	$ 8.00	$ 224.00
Fecal	SM9222D	GW	1 CFU/100ml	28	$ 8.00	$ 224.00
Turbidity	180.1	GW	0.2 NTU	28	$ 5.00	$ 140.00
pH	150.1	GW	0.1 SU	28	$ 4.00	$ 112.00
Cl	300.0	GW	2.5 mg/L	28	$ 6.00	$ 168.00
Nitrates	300.0	GW	0.025 mg/L	28	$ 6.00	$ 168.00
SO4	300.0	GW	2.5 mg/L	28	$ 6.00	$ 168.00
TTHM	524.2	GW	0.32 ug/L	28	$ 25.00	$ 700.00
Bis (2-ethylhexyl) phthalate	525	GW	0.5 ug/L	28	$ 95.00	$ 2,660.00
Groundwater Subtotal					$ 4,662.00	

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	W	0.0146 mg/L	12	$ 6.00	$ 72.00
HAA5	552.1	W	0.9 ug/L	4	$ 45.00	$ 180.00
Lead and Copper	200.8	W	0.22/0.93 ug/L	37	$ 9.00	$ 333.00
Nitrate/Nitrite	300.0	W	0.033 mg/L	1	$ 6.00	$ 6.00
Nitrite	300.0	W	0.025 mg/L	1	$ 6.00	$ 6.00
Ortho-phosphorous	300.0	W	0.0038 mg/L	12	$ 6.00	$ 72.00
pH	150.1	W	0.1 SU	2	$ 4.00	$ 8.00
Total Coliforms	SM9223B or SM9222B	W	1 CFU/100ml	900	$ 8.00	$ 7,200.00
Total Cyanide	335.3/9012	W	0.005 mg/L	1	$ 18.00	$ 18.00
Total Organic Carbon	SM5310B	W	0.5 mg/L	50	$ 13.00	$ 650.00
Thallium	200.9	W	0.292 ug/L	1	$ 30.00	$ 30.00
TTHM	524.2	W	0.32 ug/L	6	$ 25.00	$ 150.00
Gross Alpha	900.0	W	3 pCi/L	1	$ 30.00	$ 30.00
Radium 226	903.1	W	1 pCi/L	1	$ 55.00	$ 55.00
Radium 228	903.1	W	1 pCi/L	1	$ 55.00	$ 55.00
Endothall	548.1	W	3.33 ug/L	1	$ 55.00	$ 55.00
Glyphosate	547	W	4.23 Ug/L	1	$ 45.00	$ 45.00
Dioxin	1613	W	2.25 pg/L	1	$ 195.00	$ 195.00
Analyte Groups / Calculations						
Primary Inorganics	various	W		1	$ 91.50	$ 91.50
Secondary Inorganics	various	W		1	$ 92.00	$ 92.00
Regulated SOCs	various	W		1	$ 628.00	$ 628.00
Regulated VOCs	various	W		1	$ 45.00	$ 45.00
Mercury	7471	W	0.004 mg/kg	1	$ 12.00	$ 12.00
Dissolved Oxygen	360.1	W	1 mg/L	1	$ 6.00	$ 6.00
Water Subtotal					$ 10,034.50	

Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	W	64.1 ug/L	16	$ 3.50	$ 56.00
Magnesium	200.7	W	84 ug/L	16	$ 3.50	$ 56.00
Sodium	200.7	W	272 ug/L	16	$ 3.50	$ 56.00
Potassium	200.7	W	150 ug/L	16	$ 3.50	$ 56.00
Iron	200.7	W	9.2 ug/L	16	$ 3.50	$ 56.00
Chlorides	300.0	W	2.5 mg/L	61	$ 6.00	$ 366.00
Sulfate	300.0	W	2.5 mg/L	16	$ 6.00	$ 96.00
Total Dissolved Solids	160.1	W	5 mg/L	16	$ 8.00	$ 128.00
Conductivity	120.1	W	2 umhos/cm	16	$ 5.00	$ 80.00
Alkalinity Bicarbonate	SM2320	W	5 mg/L	16	$ 8.00	$ 128.00
Alkalinity Carbonate	SM2320	W	5 mg/L	16	$ 8.00	$ 128.00
CUP Water Subtotal					$ 1,206.00	

Occasionally it may be necessary to receive sample results before the normal turn around time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

Turnaround Time	RUSH SURCHARGES
6-7 Working Days	25 % markup
5 Working Days	37.5 % markup
4 Working Days	50 % markup
3 Working Days	75 % markup
1-2 Working Days	100 % markup

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT **$** 61,418.00

(Figures)

Sixty-One Thousand Four-Hundred Eighteen Dollars and 00/100

(Words)

SUBCONTRACTORS LIST

If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work will result in the Bid being rejected as incomplete and nonresponsive. If more than one subcontractor is listed, selection will be made by the OWNER.

Subcontractors:

Work Classification: Laboratory Services - Giardia/Cryptosporidium

Name: Analytical Services, Inc.

Address: 130 Allen Brook Lane, Williston, VT 05494

Phone Number: 802-876-1339 Fax Number: _____

Work Classification: Laboratory Services - Bioassay

Name: Hydrosphere Research

Address: 11842 research Circle, Alachua, FL 32615

Phone Number: 386-462-7889 Fax Number: _____

Work Classification: Laboratory Services - 200.9 Thallium

Name: Benchmark EA

Address: 1711 12th Street East, Palmetto, FL 34221

Phone Number: 941-723-9986 Fax Number: _____

City of Ormond Beach

LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

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

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

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

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

Pace Analytical Services, LLC
COMPANY NAME

Garrett Ervin
AUTHORIZED SIGNATURE

Garrett Ervin
NAME (PRINT OR TYPE)

General Manager
TITLE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Pace Analytical Services, LLC
COMPANY NAME

Garrett Ervin
AUTHORIZED SIGNATURE

Garrett Ervin
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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

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

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

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

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

Local Vendor Affidavit of Eligibility

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

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

Company Name: Pace Analytical Services, LLC

Address: 8 East Tower Circle, Ormond Beach, FL 32174

Business or Contractor License Number: 20-28125

Phone Number: 386-672-5668 Fax Number: 386-672-5828

Owner's Name: Garrett Ervin Signature: Garrett Ervin

Sworn to before me this 10th day of June

Notary Public for the State of FL My Commission Expires 5/23/23

Notary Public Signature: Kendra N. Price Printed Name: Kendra N. Price

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by:_____ Date: _____

Kendra N. Price
Comm. # GG338253
Expires: May 23, 2023
Bonded Thru Aaron Notary

Attention commercial locations, the following certification applies to all new and renewed business tax receipts:

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand that should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

20-28125

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: $72.5(
Valid 9/30/19 - 9/30/2(

Classification	Comments/Restrictions	Location / Phone
LABORATORIES -SCIENTIFIC &/OR INDUSTRI		**8 E TOWER CIR** **(386) 676-4802**

PACE ANALYTICAL SERVICES, LLC
8 EAST TOWER CIRCLE
ORMOND BEACH FL 32174

BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

2020 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M16000010338

FILED
Mar 20, 2020
Secretary of State
1622206463CC

Entity Name: PACE ANALYTICAL SERVICES, LLC

Current Principal Place of Business:

1800 ELM STREET SE
MINNEAPOLIS, MN 55414-2500

Current Mailing Address:

1800 ELM STREET SE
MINNEAPOLIS, MN 55414 US

FEI Number: 41-1821617

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MEMBER
Name	PAS PARENT, INC.
Address	10877 WILSHIRE BLVD, SUITE 2100
City-State-Zip:	LOS ANGELES CA 90024

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAS PARENT, INC. MEMBER 03/20/2020

Electronic Signature of Signing Authorized Person(s) Detail — Date

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 199402080007 Expires: September 30, 2020
Business Location: 8 E TOWER CIR

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service State Lic Req	E83079	472	70	$150.00
Hazardous Waste Fee		820		$39.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID:	09/27/2019
RECEIPT #:	BT 1-18-0007591
TOTAL TAX:	189.00
PENALTY:	0.00
TOTAL PAID:	189.00

199402080007

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

Account # 199402080007 Expires: September 30, 2020
Business Location: 8 E TOWER CIR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Pace Analytical Services, LLC
14506 COUNTY OF VOLUSIA 1125829809

Check Number: **0405227**
Date: 12/27/2019

Invoice Number	Date	Voucher Number	Description	Amount	Discount	Paid Amount
421802000610DEC19	12/24/2019	VCH00000001001606	ORMOND BCH REAL ESTAT	$24,827.30	$0.00	$24,827.30
			TOTALS:	$24,827.30	$0.00	$24,827.30

Pace Analytical Services, LLC
14506 COUNTY OF VOLUSIA 1125829809

Check Number: **0405227**
Date: 12/27/2019

Invoice Number	Date	Voucher Number	Description	Amount	Discount	Paid Amount
421802000610DEC19	12/24/2019	VCH00000001001606	ORMOND BCH REAL ESTAT	$24,827.30	$0.00	$24,827.30
			TOTALS:	$24,827.30	$0.00	$24,827.30

TAC(TM) smcclintock CDD 16E66-E697F6-FB02-C 12/27/2019

Pace Analytical Services, LLC
Accounts Payable
1800 Elm St SE
Minneapolis, MN 55414

Check Number: **0405227**
JPMorgan Chase Bank, N.A.
Milwaukee, WI
Milwaukee, WI
12-1/750

Pay Twenty Four Thousand Eight Hundred Twenty Seven Dollars and 30 Cents

DATE	AMOUNT
Dec 27, 2019	$24,827.30

To The Order Of:

COUNTY OF VOLUSIA
REVENUE DIVISION
123 W. INDIANA AVE., RM 103
DELAND, FL 32720-4602

Volusia County
FLORIDA

VOLUSIA COUNTY
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE ANNUAL TAX BILL

PROPERTY ADDRESS: 8 E TOWER CIR
ORMOND BEACH 32174

LEGAL DESCRIPTION: LOT 61 & W 155.29 FT OF LOT 62 A IRPORT BUSINESS PARK PHASE I I MB 43 PGS 29-30 INC PER OR 390 2 PG 4147 PER OR 5499 PG 141 9 PER OR 6276 PGS 2039-2042 INC PER OR 6276 PGS 2043-2045 IN
See Additional Legal on Tax Roll

413
6 - 129780

PACE ANALYTICAL SERVICES LLC
1800 ELM ST SE
MINNEAPOLIS, MN 55414

Pay Online

PARCEL:	421802000610
ALTERNATE KEY:	5142108
MILLAGE CODE:	201
TAX YEAR:	2019

21030-00-100
Ormond Beach Real Estate Tax

Pay online at volusia.county-taxes.com
WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

IF POSTMARKED BY:	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
DISCOUNT:	4%	3%	2%	1%	0%
PAY THIS AMOUNT:	24,571.34	24,827.30	25,083.25	25,339.20	25,595.15

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.14200	1,441,825	0	1,441,825	8,855.69
VOLUSIA FOREVER	0.11220	1,441,825	0	1,441,825	161.77
VOLUSIA ECHO	0.20000	1,441,825	0	1,441,825	288.37
VOLUSIA FOREVER I&S 2005	0.08780	1,441,825	0	1,441,825	126.59
VOLUSIA COUNTY MOSQUITO CONTRO	0.18800	1,441,825	0	1,441,825	271.06
PONCE INLET PORT AUTHORITY	0.09290	1,441,825	0	1,441,825	133.95
SCHOOL	6.08100	1,441,825	0	1,441,825	8,767.75
ORMOND BEACH I&S 2002	0.00000	1,441,825	0	1,441,825	0.00
ORMOND BEACH	4.08700	1,441,825	0	1,441,825	5,892.74
ORMOND BEACH I&S 2003	0.03300	1,441,825	0	1,441,825	47.58
ORMOND BEACH I&S 2010	0.10000	1,441,825	0	1,441,825	144.18
ST JOHNS WATER MANAGEMENT DIST	0.24140	1,441,825	0	1,441,825	348.06
FLORIDA INLAND NAVIGATION DIST	0.03200	1,441,825	0	1,441,825	46.14
HALIFAX HOSPITAL AUTHORITY	0.35460	1,441,825	0	1,441,825	511.27

TOTAL MILLAGE RATE: 17.75190 **TOTAL TAXES:** $25,595.15

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT

TOTAL ASSESSMENTS: $0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: $25,595.15

For additional information please see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938
Email: Revenue@volusia.org

RETURN WITH PAYMENT

VOLUSIA COUNTY
REAL ESTATE ANNUAL TAX BILL

Make payment to:
COUNTY OF VOLUSIA
Mail payment to:
County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720
PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

NOTE: In order to avoid a rejected payment, please verify that the legal written line of your check matches the exact amount due based on the "IF POSTMARKED BY" date.

PARCEL:	421802000610
ALTERNATE KEY:	5142108
TAX YEAR:	2019

PROPERTY ADDRESS: 8 E TOWER CIR
ORMOND BEACH 32174

PACE ANALYTICAL SERVICES LLC
1800 ELM ST SE
MINNEAPOLIS, MN 55414

Please do not staple, tape, or paperclip your payment to this stub.

TAXES BECOME DELINQUENT APRIL 1

IF POSTMARKED BY:	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
DISCOUNT:	4%	3%	2%	1%	0%
PAY THIS AMOUNT:	24,571.34	24,827.30	25,083.25	25,339.20	25,595.15

PLEASE DO NOT WRITE ON THIS STUB

ADDENDEM NO. 1

June 2, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: Please delete "Pages 9 through 12 of 33" from the "Invitation to Bid" and replace it with "Pages 9R through 12R of 33."

Item 2: Please delete "Pages 15 through 19 of 33" from the "Invitation to Bid" and replace it with "Pages 15R through 19R of 33."

Item 3: A copy of the Florida Department of Environmental Protection Wastewater Treatment Plant Operating Permit, signed on May 8, 2020, is provided with this addendum.

Item 4: A copy of the Bid Form submitted by Pace Analytical for Bid No. 2015-34 is provided with this addendum. This unit price contract served as the basis of award with the current vendor.

Item 5: The following additional information is being provided in response to inquiries received.

Question 1: In section Reuse Effluent Analysis, are we supposed to only price out the methods and tests you list or does this include the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods? Does this require Asbestos and Dioxin?
Answer 1: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 2: In section Wastewater, are you looking for the full Primary and Secondary Drinking Water Standards? Does this include Asbestos and Dioxin?
Answer 2: The reference to Primary and Secondary Drinking Water Standards has been removed from this section of the Itemized Bid sheet. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 3: In section Water, Primary Organics, does this include Asbestos?
Who is the most recent provider of these services to the City and what is currently being paid?
Answer 3: No, Asbestos is not included. The current provider of Laboratory Services is Pace Analytical. A copy of their original bid submittal is provided as an attachment to this addendum.

Question 4: In section Water, Regulated SOCs, does this include Dioxin?
Answer 4: No, Dioxin is not included.

Question 5: For the Subcontractors, the bid states the following: Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g." These sections include a lot of information from the subcontractors. For the Quality Manual of the sublabs, can we submit their cover page only with all signatures?
Answer 5: Subcontractor Labs must provide the information in items "a-c" and "e-g." A submission of a cover page with signatures will not comply with the requirements.

Question 6: Item #2. Bid Requirements states the following: "b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be shall be firm for the duration of the contract." Are we to submit, in addition to the bid document pricing, our standard pricelist? Can we submit the additional pricelist and another document with our MDLs for all parameters we are certified for? We do not have a document that list all analytes, individual prices for each analyte and the MDLs all on one page.
Answer 6: Bidders are not asked nor required to submit a separate standard pricelist. However, as additional supplemental information, bidders may, if they so choose, submit an additional price list and any other documents deemed appropriate to accompany the company's MDLs for any and all parameters for which the company is certified.

Question 7: Are we required to submit a Performance Bond (Bid Bond) for the City of Ormond Beach BID No. 2020-23; LABORATORY TESTING SERVICES ITB? Is there a percentage amount to be submitted for this ITB?
Answer 7: No Bid Bond shall be required with this Bid. No Performance Bond shall be required with this Bid.

Question 8: Could you tell us who the current incumbent is and what is the current contract pricing?
Answer 8: Pace Analytical is the current Lab Services provider. A copy of their Unit Price Submittal from the original bid award is included.

Question 9: With Weekend work being a potential can the city add a few line items to the pricing sheet? Line items for weekend Fecal coliform, weekend courier and a line for any other weekend parameter with a percentage mark up for weekend work.
Answer 9: Minimum laboratory requirements have been revised to state "The contract lab shall be available a minimum of 7 days per week." The bid form shall not be revised to accommodate the request.

Question 10: Can the city confirm a subcontractor is one that is outside the bidding company and not another location for the same company?
Answer 10: Please consider this response as an affirmative confirmation that a secondary office of the contractor is not regarded as a subcontractor.

Question 11: In the insurance section page 28 of 33 section 4 Service Bond. Could this provision be removed, or could the language be changed to allow for a letter of credit or other type of assurance instead?
Answer 11: No, the City is unwilling to remove this provision from these bid documents. However, for clarification, please be advised that the contract does not require a bid bond and does not require a performance bond. (Refer to Question 7)

Question 12: Can the requirement for providing claim information be removed from the insurance section?
Answer 12: No, the City standard requirement for providing claim information shall not be altered with these bid documents.

Question 13: Would it be possible to remove the requirement in the insurance section D3 on page 32 of 33 stating that "If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements"?
Answer 13: No, the referenced clause in the City standard documents will not be changed at this time. Specifically, the requirement to furnish complete copies of the Contractor's insurance policies, forms and endorsements, if requested, remains in effect.

Question 14: In the draft agreement page #5 b. This Agreement may not be terminated by the contractor.: Would the City please remove this provision in favor of both parties being able to terminate for default, etc.?
Answer 14: The Bid Documents will not be changed at this time. However, please note that under the Section entitled Contract Duration, either party may provide a written notice of non-renewal ninety calendar days prior to the Contract expiration date.

Question 15: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are the parameters for the Primary & Secondary Drinking Water Standard methods listed in the bid sheet table the only methods and parameters required, or it is the full primary and secondary?
Answer 15: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods as required by the permit. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 16: Page 15 of 33 Price Sheet Reuse Effluent Analysis: If the full primary and secondary is needed are Asbestos and Dioxin required for this section?
Answer 16: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 17: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Can the city please list the tables needed for this section?

Answer 17: A copy of the latest operating permit is provided with this addendum.

Question 18: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are color and odor needed for this section?
Answer 18: A copy of the latest operating permit is provided with this addendum.

Question 19: Page 15 of 33 Industrial Pre-Treatment section: The TTO only includes the 624, 625 and 608 is that correct?
Answer 19: 624, 625 & 608 are inclusive but not exclusive of other relevant applicable methods. Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 20: Page 16 Wastewater section: Primary and Secondary. Are tables 1-6 of 62-550 the only required tables and are asbestos and dioxin required?
Answer 20: Asbestos and Dioxin are not included and are not part of our current permit. A copy of the latest operating permit is provided with this addendum, and shall be referenced by prospective bidders.

Question 21: Page 16 Wastewater section: Primary and Secondary. Can the city please list the tables required minus any parameters that are not needed?
Answer 21: Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 22: Page 18 Water Section: Analytical Groups /Calculation Primary Inorganics: does this include asbestos?
Answer 22: Asbestos is not included.

Question 23: Page 18 Water Section: Analytical Groups /Calculation Regulated SOCs: does this include dioxin?
Answer 23: Dioxin is not included.

Question 24: Page 18 for Thallium: Can 200.8 be used?
Answer 22: For bidding purposes, please use the method specified.

In all other respects, except as specifically stated herein, the subject BID 2020-23 Laboratory Testing Services remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Pace Analytical Services

SIGNATURE: [illegible] **DATE:** 6/2/20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

ADDENDEM NO. 2

June 4, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 2 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The deadline for questions to be submitted originally stated as June 1, 2020 at 5:00 p.m. has now been extended to June 8, 2020 at 5:00 p.m.

Item 2: The bid opening originally scheduled for June 10, 2020 at 2:00 p.m. has now been extended to June 17, 2020 at 2:30 p.m.

Item 3: Please delete "Page 16R of 33" from Addendum No. 1 and replace it with "Page 16R2 of 33."

Item 4: The following additional information is being provided in response to inquiries received.

Question 1: Can I please have some clarifications on the Addendum 1 answers? Specifically, Question 1, Question 15 and Question 16, the answer said that Asbestos and dioxin are not part of the permit. I see dioxin in the tables of the permit for RWS-A, RWS-B, RWS-C, RWS-G. Is this not for the Reuse Effluent Analysis section of the bid sheet on page 15R of 33?
Answer 1: YES, contrary to statements issued in Addendum No. 1, Dioxin is in fact included and required in accordance with the permit. To assist bidders, the relevant direct excerpt of the permit is provided herewith, and states the following:

> During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the RWS-A DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed

water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3) (j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3) (d)][62-600.680(2)][62-610.300(4)]*

Question 2: If the pricing sheet will not be altered, how will we decipher weekend work costs from weekday costs for specific tests and courier?

Answer 2: The pricing sheet, page 16R2 of 33, has been altered and made part of this addendum. A line item has been added beneath Fecal Coliform entitled "Fecal Coliform Additional Costs for Weekend Work" with a unit quantity of 104.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: PACE Analytical Services

SIGNATURE: [signature] **DATE:** 6/4/20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 2

ADDENDEM NO. 3

June 9, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 3 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries received.

Question 1: Can we provide the large documents, such as the Quality Manuals, PT studies, audits and certifications on a CD or thumb drive only?
Answer 1: To assist bidders and reduce replication costs, the vendors shall have the option of supplying a paper copy of the "large documents" listed in the **Scope of Work, 2. Bid Requirements/ Information to be Provided with the Bidder's Submission,** as appearing on pages 11R and 12R, Item "a" and Items "c" through "k" inclusive. Bidders shall still submit a paper copy of Item 2.b, which states "A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract." While bidders have the option of supplying a paper copy of the items as noted herewith, this addendum does not relieve the bidder of supplying the required documents in digital format. In addition, should the bidder choose to omit submittal of certain documents in paper format, then it shall be the responsibility of the bidder to provide one paper copy of a "Table of Contents" or "List of Attachments" or "List of Exhibits" or other appropriately titled paper submittal that clearly identifies and lists each of the documents that are only provided in a digital format.

Question 2: For the Quality Manual can we mark it as a confidential document and only the city of Ormond Beach will have access to it?
Answer 2: No, upon submission of the bid documents, the Quality Manual shall be considered a public document and will not be considered confidential. We are not aware of any exemption which would cause that information to be confidential. If vendor would like to provide something to the contrary, we can take a look at it.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Pace Analytical Services LLC

SIGNATURE: [illegible] **DATE:** 6/9/20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 3

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

N/A

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)

deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

N/A

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
Attorney-In-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

MDL/PQL Tables

Method	Analyte	CAS No.	PQL	MDL	Units
1801 W	Turbidity		0.2	0.2	NTU
2007 DW	Aluminum	7429-90-5	100	41.8	ug/L
2007 DW	Barium	7440-39-3	10	2.3	ug/L
2007 DW	Beryllium	7440-41-7	4	0.214	ug/L
2007 DW	Boron	7440-42-8	50	11.6	ug/L
2007 DW	Cadmium	7440-43-9	1	0.244	ug/L
2007 DW	Calcium	7440-70-2	500	196.8	ug/L
2007 DW	Chromium	7440-47-3	5	0.81	ug/L
2007 DW	Cobalt	7440-48-4	10	2.3	ug/L
2007 DW	Copper	7440-50-8	5	2.56	ug/L
2007 DW	Iron	7439-89-6	40	16.27	ug/L
2007 DW	Magnesium	7439-95-4	500	161.9	ug/L
2007 DW	Manganese	7439-96-5	5	1.24	ug/L
2007 DW	Molybdenum	7439-98-7	10	4	ug/L
2007 DW	Nickel	7440-02-0	5	1.96	ug/L
2007 DW	Potassium	7440-09-7	1000	271.6	ug/L
2007 DW	Silver	7440-22-4	5	1.52	ug/L
2007 DW	Sodium	7440-23-5	2000	594.1	ug/L
2007 DW	Vanadium	7440-62-2	10	1.39	ug/L
2007 DW	Zinc	7440-66-6	20	7.575	ug/L
2007 DW	Tin	7440-31-5	50	31.6	ug/L
2007 DW	Silicon	7440-21-3	100	55.5	ug/L
2007 DW	Silica	7631-86-9	214	119	ug/L
2007 DW	Strontium	7440-24-6	10	3.35	ug/L
2007 DW	Lithium	7439-93-2	500	146.7	ug/L
2007 DWNP	Aluminum	7429-90-5	100	41.8	ug/L
2007 DWNP	Barium	7440-39-3	10	2.3	ug/L
2007 DWNP	Beryllium	7440-41-7	4	0.214	ug/L
2007 DWNP	Boron	7440-42-8	50	11.6	ug/L
2007 DWNP	Cadmium	7440-43-9	1	0.244	ug/L
2007 DWNP	Calcium	7440-70-2	500	196.8	ug/L
2007 DWNP	Chromium	7440-47-3	5	0.81	ug/L
2007 DWNP	Cobalt	7440-48-4	10	2.3	ug/L
2007 DWNP	Copper	7440-50-8	5	2.56	ug/L
2007 DWNP	Iron	7439-89-6	40	16.27	ug/L
2007 DWNP	Lead	7439-92-1	10	5	ug/L
2007 DWNP	Magnesium	7439-95-4	500	161.9	ug/L
2007 DWNP	Manganese	7439-96-5	5	1.24	ug/L
2007 DWNP	Molybdenum	7439-98-7	10	4	ug/L
2007 DWNP	Nickel	7440-02-0	5	1.96	ug/L
2007 DWNP	Potassium	7440-09-7	1000	271.6	ug/L
2007 DWNP	Sodium	7440-23-5	2000	594.1	ug/L
2007 DWNP	Vanadium	7440-62-2	10	1.39	ug/L
2007 DWNP	Zinc	7440-66-6	20	7.575	ug/L
2007 DWNP	Tin	7440-31-5	50	31.6	ug/L
2007 DWNP	Silicon	7440-21-3	100	55.5	ug/L

2007 DWNP	Silica	7631-86-9	214	119	ug/L
2007 DWNP	Strontium	7440-24-6	10	3.35	ug/L
2007 DWNP	Lithium	7439-93-2	500	146.7	ug/L
2008 DW	Beryllium	7440-41-7	0.1	0.07	ug/L
2008 DW	Aluminum	7429-90-5	10	7.16	ug/L
2008 DW	Chromium	7440-47-3	2	1.11	ug/L
2008 DW	Manganese	7439-96-5	1	0.69	ug/L
2008 DW	Cobalt	7440-48-4	1	0.194	ug/L
2008 DW	Nickel	7440-02-0	1	0.62	ug/L
2008 DW	Copper	7440-50-8	1	0.93	ug/L
2008 DW	Zinc	7440-66-6	5	4.29	ug/L
2008 DW	Arsenic	7440-38-2	1	0.5	ug/L
2008 DW	Selenium	7782-49-2	1	0.831	ug/L
2008 DW	Molybdenum	7439-98-7	1	0.183	ug/L
2008 DW	Silver	7440-22-4	0.1	0.05	ug/L
2008 DW	Cadmium	7440-43-9	0.2	0.115	ug/L
2008 DW	Antimony	7440-36-0	1	0.212	ug/L
2008 DW	Barium	7440-39-3	1	0.5	ug/L
2008 DW	Thallium	7440-28-0	1	0.5	ug/L
2008 DW	Lead	7439-92-1	1	0.218	ug/L
2008 DW	Uranium	7440-61-1	1	0.187	ug/L
2008 DWNP	Beryllium	7440-41-7	0.1	0.07	ug/L
2008 DWNP	Aluminum	7429-90-5	10	7.16	ug/L
2008 DWNP	Chromium	7440-47-3	2	1.11	ug/L
2008 DWNP	Manganese	7439-96-5	1	0.69	ug/L
2008 DWNP	Cobalt	7440-48-4	1	0.194	ug/L
2008 DWNP	Nickel	7440-02-0	1	0.62	ug/L
2008 DWNP	Copper	7440-50-8	1	0.93	ug/L
2008 DWNP	Zinc	7440-66-6	5	4.29	ug/L
2008 DWNP	Arsenic	7440-38-2	1	0.5	ug/L
2008 DWNP	Selenium	7782-49-2	1	0.831	ug/L
2008 DWNP	Molybdenum	7439-98-7	1	0.183	ug/L
2008 DWNP	Silver	7440-22-4	0.1	0.05	ug/L
2008 DWNP	Cadmium	7440-43-9	0.2	0.115	ug/L
2008 DWNP	Antimony	7440-36-0	1	0.212	ug/L
2008 DWNP	Barium	7440-39-3	1	0.5	ug/L
2008 DWNP	Thallium	7440-28-0	1	0.5	ug/L
2008 DWNP	Lead	7439-92-1	1	0.218	ug/L
2008 DWNP	Uranium	7440-61-1	1	0.187	ug/L
2008 WUCMR	Germanium	7440-56-4	0.24	0.08	ug/L
2008 WUCMR	Manganese	7439-96-5	0.32	0.1064	ug/L
2120BW	Apparent Color		5	5	units
2120BWT	True Color		5	5	units
2150B DC	Dechlorinated Odor		1	1	
2187 DW	Chromium, Hexavalent	18540-29-9	0.025	0.0133	ug/L
2310B W	Acidity, Total		1	1	mg/L
2320BW	Alkalinity, Total as CaCO3		5	5	mg/L
7470 W	Mercury	7439-97-6	0.2	0.09	ug/L
2510B W	Specific Conductance @ 25C		2	2	umhos/cm
2540C W	Total Dissolved Solids		5	5	mg/L

3000 W	Nitrite as N	14797-65-0	0.05	0.025	mg/L
3000 W	Nitrate as N	14797-55-8	0.05	0.025	mg/L
3000 W	Orthophosphate as P		0.1	0.05	mg/L
3000 W	Nitrate-Nitrite (as N)	7727-37-9	1	0.05	mg/L
3000 W28	Bromide	24959-67-9	0.1	0.0362	mg/L
3000 W28	Chloride	16887-00-6	5	2.5	mg/L
3000 W28	Fluoride	16984-48-8	0.05	0.0146	mg/L
3000 W28	Sulfate	14808-79-8	5	2.5	mg/L
3001W	Chlorite		5	1.276	ug/L
3001 W28	Bromide	24959-67-9	5	3.96	ug/L
3001 W28	Bromate	15541-45-4	1	0.64	ug/L
3001 W28	Chlorate	7790-93-4	5	2.15	ug/L
3354 W	Cyanide	57-12-5	0.01	0.005	mg/L
3501 DW	Nitrogen, Ammonia	7664-41-7	0.05	0.0348	mg/L
3532 WN	Nitrogen, NO2 plus NO3		0.05	0.033	mg/L
4204WLOW	Phenolics,Total		0.001	0.0006	mg/L
4500CLD	Chlorine, Total	7782-50-5	0.1	0.1	mg/L
4500CLD	Chlorine, Free	7782-50-5	0.1	0.1	mg/L
4500CLD	Chloramine	10599-90-3	0.1	0.1	mg/L
4500CLD	Monochloramine		0.1	0.1	mg/L
4500CLD	Dichloramine		0.1	0.1	mg/L
4500ClO2	Chlorine Dioxide		0.2	0.107	mg/L
4500HB	pH at 25 Degrees C		0.1	0.1	Std. Units
4500S2F DW	Sulfide	18496-25-8	0.1	0.1	mg/L
8011 W	1,2-Dibromoethane (EDB)	106-93-4	0.01	0.0075	ug/L
8011 W	1,2-Dibromo-3-	96-12-8	0.02	0.0064	ug/L
505 W	PCB-1016 (Aroclor 1016)	12674-11-2	0.1	0.08	ug/L
505 W	PCB-1221 (Aroclor 1221)	11104-28-2	0.1	0.1	ug/L
505 W	PCB-1232 (Aroclor 1232)	11141-16-5	0.1	0.1	ug/L
505 W	PCB-1242 (Aroclor 1242)	53469-21-9	0.1	0.1	ug/L
505 W	PCB-1248 (Aroclor 1248)	12672-29-6	0.1	0.1	ug/L
505 W	PCB-1254 (Aroclor 1254)	11097-69-1	0.1	0.1	ug/L
505 W	PCB-1260 (Aroclor 1260)	11096-82-5	0.1	0.1	ug/L
505 W	Chlordane (Technical)	57-74-9	0.2	0.2	ug/L
505 W	Toxaphene	8001-35-2	1	1	ug/L
508 W	Alachlor	15972-60-8	0.2	0.0628	ug/L
508 W	alpha-Chlordane	5103-71-9	0.02	0.0083	ug/L
508 W	Chlordane (Technical)	57-74-9	0.2	0.047	ug/L
508 W	Dieldrin	60-57-1	0.1	0.0282	ug/L
508 W	Endrin	72-20-8	0.01	0.004	ug/L
508 W	gamma-BHC (Lindane)	58-89-9	0.02	0.0036	ug/L
508 W	gamma-Chlordane	5103-74-2	0.02	0.0064	ug/L
508 W	Heptachlor	76-44-8	0.04	0.0097	ug/L
508 W	Heptachlor epoxide	1024-57-3	0.02	0.007	ug/L
508 W	Hexachlorobenzene	118-74-1	0.1	0.0247	ug/L
508 W	Hexachlorocyclopentadiene	77-47-4	0.1	0.0168	ug/L
508 W	Methoxychlor	72-43-5	0.1	0.0584	ug/L
508 W	Metolachlor	51218-45-2	0.1	0.0377	ug/L
508 W	PCB-1016 (Aroclor 1016)	12674-11-2	0.1	0.08	ug/L
508 W	PCB-1221 (Aroclor 1221)	11104-28-2	0.1	0.029	ug/L
508 W	PCB-1232 (Aroclor 1232)	11141-16-5	0.1	0.029	ug/L

508 W	PCB-1242 (Aroclor 1242)	53469-21-9	0.1	0.051	ug/L
508 W	PCB-1248 (Aroclor 1248)	12672-29-6	0.1	0.062	ug/L
508 W	PCB-1254 (Aroclor 1254)	11097-69-1	0.1	0.023	ug/L
508 W	PCB-1260 (Aroclor 1260)	11096-82-5	0.1	0.066	ug/L
508 W	PCB, Total	1336-36-3	0.1	0.08	ug/L
508 W	Propachlor	1918-16-7	0.1	0.0318	ug/L
508 W	Simazine	122-34-9	0.07	0.0475	ug/L
508 W	Toxaphene	8001-35-2	1	0.608	ug/L
5153 W	2,4-D	94-75-7	0.1	0.0959	ug/L
5153 W	2,4,5-T	93-76-5	0.2	0.16	ug/L
5153 W	2,4,5-TP (Silvex)	93-72-1	0.2	0.16	ug/L
5153 W	2,4-DB	94-82-6	2	1.7	ug/L
5153 W	Acifluorfen	62476-59-9	0.1	0.0779	ug/L
5153 W	Bentazon	25057-89-0	0.2	0.16	ug/L
5153 W	Dalapon	75-99-0	1	0.89	ug/L
5153 W	Dicamba	1918-00-9	0.1	0.067	ug/L
5153 W	Dichlorprop	120-36-5	0.7	0.55	ug/L
5153 W	Dinoseb	88-85-7	0.2	0.16	ug/L
5153 W	Pentachlorophenol	87-86-5	0.04	0.03	ug/L
5153 W	Picloram	1918-02-1	0.1	0.094	ug/L
522 W	1,4-Dioxane (p-Dioxane)	123-91-1	0.2	0.12	ug/L
5242 W	Methylene Chloride	75-09-2	1	0.44	ug/L
5242 W	Dichlorodifluoromethane	75-71-8	0.5	0.49	ug/L
5242 W	Chloromethane	74-87-3	1	0.462	ug/L
5242 W	Vinyl chloride	75-01-4	0.5	0.394	ug/L
5242 W	Bromomethane	74-83-9	1	0.25	ug/L
5242 W	Bromodichloromethane	75-27-4	1	0.25	ug/L
5242 W	Chloroethane	75-00-3	0.5	0.5	ug/L
5242 W	Chlorobenzene	108-90-7	0.5	0.25	ug/L
5242 W	Trichlorofluoromethane	75-69-4	0.5	0.25	ug/L
5242 W	1,1-Dichloroethane	75-34-3	0.5	0.25	ug/L
5242 W	2,2-Dichloropropane	594-20-7	0.5	0.25	ug/L
5242 W	Bromochloromethane	74-97-5	0.5	0.25	ug/L
5242 W	Chloroform	67-66-3	1	0.25	ug/L
5242 W	1,1,1-Trichloroethane	71-55-6	0.5	0.25	ug/L
5242 W	Carbon tetrachloride	56-23-5	0.5	0.25	ug/L
5242 W	1,1-Dichloropropene	563-58-6	0.5	0.25	ug/L
5242 W	Benzene	71-43-2	0.5	0.25	ug/L
5242 W	1,2-Dichlorobenzene	95-50-1	0.5	0.25	ug/L
5242 W	1,3-Dichlorobenzene	541-73-1	0.5	0.25	ug/L
5242 W	1,4-Dichlorobenzene	106-46-7	0.5	0.25	ug/L
5242 W	1,2-Dichloroethane	107-06-2	0.5	0.25	ug/L
5242 W	1,2-Dichloropropane	78-87-5	0.5	0.25	ug/L
5242 W	Dibromomethane	74-95-3	0.5	0.25	ug/L
5242 W	Toluene	108-88-3	0.5	0.25	ug/L
5242 W	1,1,2-Trichloroethane	79-00-5	0.5	0.25	ug/L
5242 W	1,3-Dichloropropane	142-28-9	0.5	0.25	ug/L
5242 W	Dibromochloromethane	124-48-1	1	0.25	ug/L
5242 W	1,2-Dibromoethane (EDB)	106-93-4	0.5	0.25	ug/L
5242 W	Ethylbenzene	100-41-4	0.5	0.25	ug/L
5242 W	1,1,1,2-Tetrachloroethane	630-20-6	0.5	0.25	ug/L

5242 W	m&p-Xylene	179601-23-1	1	0.25	ug/L
5242 W	o-Xylene	95-47-6	0.5	0.25	ug/L
5242 W	Xylene (Total)	1330-20-7	1	0.25	ug/L
5242 W	Bromoform	75-25-2	1	0.32	ug/L
5242 W	Isopropylbenzene	98-82-8	0.5	0.25	ug/L
5242 W	Bromobenzene	108-86-1	0.5	0.25	ug/L
5242 W	cis-1,3-Dichloropropene	10061-01-5	0.5	0.25	ug/L
5242 W	Styrene	100-42-5	0.5	0.25	ug/L
5242 W	1,2,3-Trichloropropane	96-18-4	0.5	0.433	ug/L
5242 W	1,1,2,2-Tetrachloroethane	79-34-5	0.5	0.25	ug/L
5242 W	2-Chlorotoluene	95-49-8	0.5	0.25	ug/L
5242 W	n-Propylbenzene	103-65-1	0.5	0.25	ug/L
5242 W	4-Chlorotoluene	106-43-4	0.5	0.25	ug/L
5242 W	1,3,5-Trimethylbenzene	108-67-8	0.5	0.25	ug/L
5242 W	tert-Butylbenzene	98-06-6	0.5	0.25	ug/L
5242 W	1,2,4-Trimethylbenzene	95-63-6	0.5	0.25	ug/L
5242 W	sec-Butylbenzene	135-98-8	0.5	0.25	ug/L
5242 W	p-Isopropyltoluene	99-87-6	0.5	0.25	ug/L
5242 W	n-Butylbenzene	104-51-8	0.5	0.25	ug/L
5242 W	1,2,4-Trichlorobenzene	120-82-1	0.5	0.408	ug/L
5242 W	Naphthalene	91-20-3	0.5	0.25	ug/L
5242 W	Hexachloro-1,3-butadiene	87-68-3	0.5	0.25	ug/L
5242 W	1,2,3-Trichlorobenzene	87-61-6	0.5	0.25	ug/L
5242 W	Methyl-tert-butyl ether	1634-04-4	0.5	0.25	ug/L
5242 W	1,1,2-	76-13-1	0.5	0.25	ug/L
5242 W	Trichloroethene	79-01-6	0.5	0.25	ug/L
5242 W	Tetrachloroethene	127-18-4	0.5	0.25	ug/L
5242 W	cis-1,2-Dichloroethene	156-59-2	0.5	0.25	ug/L
5242 W	trans-1,2-Dichloroethene	156-60-5	0.5	0.25	ug/L
5242 W	2-Butanone (MEK)	78-93-3	4	2	ug/L
5242 W	1,1-Dichloroethene	75-35-4	0.5	0.25	ug/L
5242 W	1,2,3-Trimethylbenzene	526-73-8	0.5	0.29	ug/L
5242 W	trans-1,3-Dichloropropene	10061-02-6	0.5	0.25	ug/L
5242 W	Total Trihalomethanes		1	0.32	ug/L
5242 W	Acetone	67-64-1	5	2.5	ug/L
5242 WTHM	Chloroform	67-66-3	1	0.25	ug/L
5242 WTHM	Bromodichloromethane	75-27-4	1	0.25	ug/L
5242 WTHM	Dibromochloromethane	124-48-1	1	0.25	ug/L
5242 WTHM	Bromoform	75-25-2	1	0.32	ug/L
5242 WTHM	Total Trihalomethanes (Calc.)		1	0.32	ug/L
5242 WTHM	Chloroform	67-66-3	1	0.25	ug/L
5242 WTHM	Bromodichloromethane	75-27-4	1	0.25	ug/L
5242 WTHM	Dibromochloromethane	124-48-1	1	0.25	ug/L
5242 WTHM	Bromoform	75-25-2	1	0.32	ug/L
5242 WTHM	Total Trihalomethanes		1	0.32	ug/L
525 W	Aldrin	309-00-2	0.1	0.068	ug/L
525 W	Butachlor	23184-66-9	0.1	0.074	ug/L
525 W	Dieldrin	60-57-1	0.13	0.074	ug/L
525 W	Metolachlor	51218-45-2	1	0.265	ug/L
525 W	Metribuzin	21087-64-9	0.3	0.15	ug/L

525 W	Propachlor	1918-16-7	0.2	0.074	ug/L
525 W	Pentachlorobiphenyl	25429-29-2	0.1	0.04	ug/L
525 W	Octachlorobiphenyl	31472-83-0	0.1	0.093	ug/L
525 W	Tetrachlorobiphenyl	26914-33-0	0.1	0.046	ug/L
525 W	2-Chlorobiphenyl		0.1	0.026	ug/L
525 W	Benzo(a)pyrene	50-32-8	0.1	0.013	ug/L
525 W	Butylbenzylphthalate	85-68-7	2	0.498	ug/L
525 W	bis(2-Ethylhexyl)adipate	103-23-1	1.6	0.383	ug/L
525 W	Indeno(1,2,3-cd)pyrene	193-39-5	0.2	0.027	ug/L
525 W	Molinate	2212-67-1	2	0.431	ug/L
525 W	Phenanthrene	85-01-8	0.2	0.05	ug/L
525 W	Pyrene	129-00-0	0.2	0.034	ug/L
525 W	bis(2-Ethylhexyl)phthalate	117-81-7	2	0.5	ug/L
525 W	Di-n-butylphthalate	84-74-2	2	0.351	ug/L
525 W	Diethylphthalate	84-66-2	2	0.514	ug/L
525 W	Dimethylphthalate	131-11-3	1.6	1.086	ug/L
525 W	trans-Nonachlor	39765-80-5	0.2	0.116	ug/L
525 W	Thiobencarb	28249-77-6	2	0.469	ug/L
525 W	Fluorene	86-73-7	0.2	0.025	ug/L
525 W	Atrazine	1912-24-9	0.1	0.079	ug/L
5253WUCMR	Chlorpyrifos	2921-88-2	0.03	0.01	ug/L
5253WUCMR	Dimethipin	55290-64-7	0.2	0.067	ug/L
5253WUCMR	Ethoprop	13194-48-4	0.03	0.01	ug/L
5253WUCMR	alpha-BHC	319-84-6	0.01	0.0033	ug/L
5253WUCMR	Oxyfluorfen	42874-03-3	0.05	0.017	ug/L
5253WUCMR	Permethrin	52645-53-1	0.04	0.013	ug/L
5253WUCMR	Profenofos	41198-08-7	0.3	0.1	ug/L
5253WUCMR	Tebuconazole	107534-96-3	0.2	0.067	ug/L
5253WUCMR	Merphos-Oxone	78-48-8	0.07	0.023	ug/L
530 WUCMR	Butylated Hydroxyanisole	25013-16-5	0.03	0.01	ug/L
530 WUCMR	O-Toluidine	95-53-4	0.007	0.0023	ug/L
530 WUCMR	Quinoline	91-22-5	0.02	0.0067	ug/L
531 W	3-Hydroxycarbofuran	16655-82-6	2	0.3958	ug/L
531 W	Aldicarb	116-06-3	2	0.1074	ug/L
531 W	Aldicarb sulfone	1646-88-4	2	0.223	ug/L
531 W	Aldicarb sulfoxide	1646-87-3	2	0.1248	ug/L
531 W	Carbofuran	1563-66-2	2	0.2067	ug/L
531 W	Carbaryl	63-25-2	2	0.1115	ug/L
531 W	Methiocarb	2032-65-7	2	0.4052	ug/L
531 W	Methomyl	16752-77-5	2	0.1017	ug/L
531 W	Oxamyl	23135-22-0	2	0.1775	ug/L
5310B W	Total Organic Carbon	7440-44-0	1	0.5	mg/L
5310BWD	Dissolved Organic Carbon		1	0.5	mg/L
5312 W	Carbofuran	1563-66-2	0.9	0.6702	ug/L
5312 W	Oxamyl	23135-22-0	2	0.4408	ug/L
5371 W	Perfluorooctanesulfonic	1763-23-1	0.004	0.00123	ug/L
5371 W	Perfluorooctanoic acid	335-67-1	0.004	0.000894	ug/L
5371 W	Perfluorohexanesulfonic acid	355-46-4	0.004	0.00075	ug/L
5371 W	Perfluoroheptanoic acid	375-85-9	0.004	0.00103	ug/L
5371 W	Perfluorononanoic acid	375-95-1	0.004	0.002	ug/L

5371 W	Perfluorobutanesulfonic	375-73-5	0.004	0.00068	ug/L
5371 W	Perfluoroundecanoic acid	2058-94-8	0.004	0.002	ug/L
5371 W	Perfluorododecanoic acid	307-55-1	0.004	0.00149	ug/L
5371 W	Perfluorodecanoic acid	335-76-2	0.004	0.002	ug/L
5371 W	Perfluorohexanoic acid	307-24-4	0.004	0.0013	ug/L
5371 W	NEtFOSAA	2991-50-6	0.004	0.00095	ug/L
5371 W	NMeFOSAA	2355-31-9	0.004	0.0016	ug/L
5371 W	Perfluorotetradecanoic acid	376-06-7	0.004	0.00192	ug/L
5371 W	Perfluorotridecanoic acid	72629-94-8	0.004	0.00178	ug/L
5371 W	HFPO-DA	13252-13-6	0.004	0.00167	ug/L
5371 W	ADONA	919005-14-4	0.004	0.00074	ug/L
5371 W	9Cl-PF3ONS	756426-58-1	0.004	0.00116	ug/L
5371 W	11Cl-PF3OUdS	763051-92-9	0.004	0.00162	ug/L
537W	Perfluorooctanesulfonic	1763-23-1	0.002	0.000832	ug/L
537W	Perfluorooctanoic acid	335-67-1	0.002	0.000894	ug/L
537W	Perfluorohexanesulfonic	355-46-4	0.002	0.000502	ug/L
537W	Perfluoroheptanoic acid	375-85-9	0.002	0.000388	ug/L
537W	Perfluorononanoic acid	375-95-1	0.002	0.000763	ug/L
537W	Perfluorobutanesulfonic	375-73-5	0.002	0.000495	ug/L
537W	Perfluoroundecanoic acid	2058-94-8	0.002	0.000589	ug/L
537W	Perfluorododecanoic acid	307-55-1	0.002	0.000492	ug/L
537W	Perfluorodecanoic acid	335-76-2	0.002	0.000714	ug/L
537W	Perfluorohexanoic acid	307-24-4	0.002	0.00051	ug/L
537W	NEtFOSAA	2991-50-6	0.002	0.0012	ug/L
537W	NMeFOSAA	2355-31-9	0.002	0.000587	ug/L
537W	Perfluorotetradecanoic acid	376-06-7	0.002	0.00192	ug/L
537W	Perfluorotridecanoic acid	72629-94-8	0.002	0.00042	ug/L
541 WUCMR	2-Propen-1-ol (Allyl alcohol)	107-18-6	0.5	0.17	ug/L
541 WUCMR	n-Butanol	71-36-3	2	0.67	ug/L
541 WUCMR	2-Methoxyethanol	109-86-4	0.4	0.13	ug/L
544 WUCMR	MC-LA	96180-79-9	0.008	0.0027	ug/L
544 WUCMR	MC-LF	154037-70-4	0.006	0.002	ug/L
544 WUCMR	MC-LR	101043-37-2	0.02	0.0067	ug/L
544 WUCMR	MC-LY	123304-10-9	0.009	0.003	ug/L
544 WUCMR	MC-RR	111755-37-4	0.006	0.002	ug/L
544 WUCMR	MC-YR	101064-48-6	0.02	0.0067	ug/L
544 WUCMR	Nodularin	118399-22-7	0.005	0.0017	ug/L
545 W	Cylindrospermopsin		0.09	0.03	ug/L
545 W	Anatoxin		0.03	0.01	ug/L
546 W	Total Microcystins		0.3	0.1	ug/L
547 W	Glyphosate		6	4.23	ug/L
548 W	Endothall		9	3.33	ug/L
549 W	Paraquat	1910-42-5	0.4	0.1628	ug/L
549 W	Diquat	85-00-7	0.4	0.1601	ug/L
5523 W	Monochloroacetic Acid	79-11-8	1	0.9	ug/L
5523 W	Monobromoacetic Acid	79-08-3	1	0.29	ug/L
5523 W	Dichloroacetic Acid	79-43-6	1	0.24	ug/L
5523 W	Trichloroacetic Acid	76-03-9	1	0.26	ug/L
5523 W	Dibromoacetic Acid	631-64-1	1	0.434	ug/L
5523 W	Haloacetic Acids (Total)		1	0.9	ug/L
5523 WUCMR	Monochloroacetic Acid	79-11-8	2	0.67	ug/L

5523 WUCMR	Monobromoacetic Acid	79-08-3	0.3	0.1	ug/L
5523 WUCMR	Dichloroacetic Acid	79-43-6	0.2	0.067	ug/L
5523 WUCMR	Trichloroacetic Acid	76-03-9	0.5	0.17	ug/L
5523 WUCMR	Dibromoacetic Acid	631-64-1	0.3	0.1	ug/L
5523 WUCMR	Bromochloroacetic Acid	5589-96-8	0.3	0.1	ug/L
5523 WUCMR	Haloacetic Acids (Total)		2	0.67	ug/L
5523 WUCMR	Bromodichloroacetic Acid	71133-14-7	0.5	0.17	ug/L
5523 WUCMR	Chlorodibromoacetic Acid	5278-95-5	0.3	0.1	ug/L
5523 WUCMR	Tribromoacetic Acid	75-96-7	2	0.67	ug/L
5523 WUCMR	Total Brominated HAAs		2	0.67	ug/L
5523 WUCMR	HAA9 Group		2	0.67	ug/L
5540C W2	MBAS, Calculated as LAS		0.2	0.099	mg/L
5910BW	U254 UV Absorbing		0.009	0.0016	cm-1
1604 WDVSS	Volatile Dissolved Solids		5	5	mg/L
2007 W	Aluminum	7429-90-5	100	30.7	ug/L
2007 W	Antimony	7440-36-0	15	5.5	ug/L
2007 W	Arsenic	7440-38-2	10	7.1	ug/L
2007 W	Barium	7440-39-3	10	0.84	ug/L
2007 W	Beryllium	7440-41-7	4	1.6	ug/L
2007 W	Boron	7440-42-8	50	12.4	ug/L
2007 W	Cadmium	7440-43-9	1	0.33	ug/L
2007 W	Calcium	7440-70-2	500	64.1	ug/L
2007 W	Chromium	7440-47-3	5	1.7	ug/L
2007 W	Cobalt	7440-48-4	10	0.96	ug/L
2007 W	Copper	7440-50-8	5	2.6	ug/L
2007 W	Iron	7439-89-6	40	9.2	ug/L
2007 W	Lead	7439-92-1	10	4.6	ug/L
2007 W	Magnesium	7439-95-4	500	84	ug/L
2007 W	Manganese	7439-96-5	5	0.42	ug/L
2007 W	Molybdenum	7439-98-7	10	1.6	ug/L
2007 W	Nickel	7440-02-0	5	2.1	ug/L
2007 W	Potassium	7440-09-7	1000	150.4	ug/L
2007 W	Silver	7440-22-4	5	1	ug/L
2007 W	Sodium	7440-23-5	2000	272.7	ug/L
2007 W	Vanadium	7440-62-2	10	1	ug/L
2007 W	Zinc	7440-66-6	20	11	ug/L
2007 W	Thallium	7440-28-0	15	6.6	ug/L
2007 W	Tin	7440-31-5	50	40.1	ug/L
2007 W	Selenium	7782-49-2	15	8.5	ug/L
2007 W	Silicon	7440-21-3	100	45.7	ug/L
2007 W	Strontium	7440-24-6	10	0.73	ug/L
2008 W	Beryllium	7440-41-7	0.1	0.0327	ug/L
2008 W	Aluminum	7429-90-5	10	8.64	ug/L
2008 W	Vanadium	7440-62-2	1	0.91	ug/L
2008 W	Chromium	7440-47-3	1	0.5	ug/L
2008 W	Manganese	7439-96-5	1	0.69	ug/L
2008 W	Cobalt	7440-48-4	1	0.244	ug/L
2008 W	Nickel	7440-02-0	1	0.62	ug/L
2008 W	Copper	7440-50-8	1	0.93	ug/L
2008 W	Zinc	7440-66-6	5	4.29	ug/L
2008 W	Arsenic	7440-38-2	1	0.5	ug/L

2008 W	Selenium	7782-49-2	2	1.23	ug/L
2008 W	Molybdenum	7439-98-7	1	0.5	ug/L
2008 W	Silver	7440-22-4	0.5	0.21	ug/L
2008 W	Cadmium	7440-43-9	0.1	0.05	ug/L
2008 W	Antimony	7440-36-0	1	0.5	ug/L
2008 W	Barium	7440-39-3	1	0.5	ug/L
2008 W	Thallium	7440-28-0	1	0.1066	ug/L
2008 W	Lead	7439-92-1	1	0.221	ug/L
2008 W	Uranium	7440-61-1	1	0.22	ug/L
2186 W	Chromium, Hexavalent	18540-29-9	0.025	0.0133	ug/L
2187 W	Chromium, Hexavalent	18540-29-9	0.025	0.0133	ug/L
2310B W	Acidity, Total		1	1	mg/L
2320BW	Alkalinity, Total as CaCO3		5	5	mg/L
3000 W	Nitrite as N	14797-65-0	0.05	0.025	mg/L
3000 W	Nitrate as N	14797-55-8	0.05	0.025	mg/L
3000 W	Orthophosphate as P		0.1	0.05	mg/L
3000 W	Nitrate-Nitrite (as N)	7727-37-9	1	0.05	mg/L
3000 W28	Bromide	24959-67-9	0.1	0.0362	mg/L
3000 W28	Chloride	16887-00-6	5	2.5	mg/L
3000 W28	Fluoride	16984-48-8	0.05	0.0146	mg/L
3000 W28	Sulfate	14808-79-8	5	2.5	mg/L
3001W	Chlorite		5	1.276	ug/L
3001 W28	Bromide	24959-67-9	5	3.96	ug/L
3001 W28	Bromate	15541-45-4	1	0.64	ug/L
3001 W28	Chlorate	7790-93-4	5	2.15	ug/L
3354 W	Cyanide	57-12-5	0.01	0.005	mg/L
3501 W	Nitrogen, Ammonia	7664-41-7	0.05	0.0348	mg/L
3512 W	Nitrogen, Kjeldahl, Total	7727-37-9	0.5	0.086	mg/L
3532 W	Nitrogen, Nitrite	14797-65-0	0.05	0.025	mg/L
3532 W	Nitrogen, Nitrate	14797-55-8	0.05	0.025	mg/L
3532 W	Nitrogen, NO2 plus NO3		0.05	0.033	mg/L
3532 WN	Nitrogen, NO2 plus NO3		0.05	0.033	mg/L
3651 WO	Orthophosphate as P		0.004	0.0038	mg/L
3653WLL2	Phosphorus, Total (as P) LL	7723-14-0	0.004	0.0028	mg/L
3654 TW	Phosphorus, Total (as P)	7723-14-0	0.1	0.05	mg/L
4104 W	Chemical Oxygen Demand		20	12.5	mg/L
4204 W2	Phenolics, Total		0.01	0.005	mg/L
4204WLOW	Phenolics,Total Recoverable LL		0.001	0.0006	mg/L
4500CLD	Chlorine, Total	7782-50-5	0.1	0.1	mg/L
4500CLD	Chlorine, Free	7782-50-5	0.1	0.1	mg/L
4500CLD	Chloramine	10599-90-3	0.1	0.1	mg/L
4500CLD	Monochloramine		0.1	0.1	mg/L
4500CLD	Dichloramine		0.1	0.1	mg/L
4500ClO2	Chlorine Dioxide		0.2	0.107	mg/L
4500S2F W	Sulfide	18496-25-8	0.1	0.1	mg/L
5310B W	Total Organic Carbon	7440-44-0	1	0.5	mg/L
5310BWD	Dissolved Organic Carbon		1	0.5	mg/L
6010 W35	Aluminum	7429-90-5	100	30.7	ug/L
6010 W35	Antimony	7440-36-0	15	5.5	ug/L
6010 W35	Arsenic	7440-38-2	10	7.1	ug/L

6010 W35	Barium	7440-39-3	10	0.84	ug/L
6010 W35	Beryllium	7440-41-7	4	1.6	ug/L
6010 W35	Boron	7440-42-8	50	12.4	ug/L
6010 W35	Cadmium	7440-43-9	1	0.33	ug/L
6010 W35	Calcium	7440-70-2	500	64.1	ug/L
6010 W35	Chromium	7440-47-3	5	1.7	ug/L
6010 W35	Cobalt	7440-48-4	10	0.96	ug/L
6010 W35	Copper	7440-50-8	5	2.6	ug/L
6010 W35	Iron	7439-89-6	40	9.2	ug/L
6010 W35	Lead	7439-92-1	10	4.6	ug/L
6010 W35	Magnesium	7439-95-4	500	84	ug/L
6010 W35	Manganese	7439-96-5	5	0.42	ug/L
6010 W35	Molybdenum	7439-98-7	10	1.6	ug/L
6010 W35	Nickel	7440-02-0	5	2.1	ug/L
6010 W35	Potassium	7440-09-7	1000	150.4	ug/L
6010 W35	Selenium	7782-49-2	15	8.5	ug/L
6010 W35	Zinc	7440-66-6	20	11	ug/L
6010 W35	Silver	7440-22-4	5	1	ug/L
6010 W35	Sodium	7440-23-5	2000	272.7	ug/L
6010 W35	Vanadium	7440-62-2	10	1	ug/L
6010 W35	Thallium	7440-28-0	15	6.6	ug/L
6010 W35	Tin	7440-31-5	50	40.1	ug/L
6010 W35	Strontium	7440-24-6	10	0.73	ug/L
6010 W35	Sulfur		200	16.7	ug/L
6010 W35	Ca Hardness as CaCO3 (SM 2340B		1248	160.1	ug/L
6010 W35	Mg Hardness as CaCO3		2060	345.9	ug/L
6010 W35	Tot Hardness asCaCO3 (SM		3208	506	ug/L
6010 W35	Phosphorus	7723-14-0	45	14	ug/L
6010 W35	Titanium	7440-32-6	100	38.4	ug/L
6010 W35	Silicon	7440-21-3	100	45.7	ug/L
6010 W35	Silica	7631-86-9	214	97.8	ug/L
6020 W35	Aluminum	7429-90-5	10	8.64	ug/L
6020 W35	Antimony	7440-36-0	1	0.5	ug/L
6020 W35	Arsenic	7440-38-2	1	0.5	ug/L
6020 W35	Barium	7440-39-3	1	0.5	ug/L
6020 W35	Boron	7440-42-8	5	2.5	ug/L
6020 W35	Beryllium	7440-41-7	0.1	0.0327	ug/L
6020 W35	Cadmium	7440-43-9	0.1	0.05	ug/L
6020 W35	Chromium	7440-47-3	1	0.5	ug/L
6020 W35	Cobalt	7440-48-4	1	0.244	ug/L
6020 W35	Copper	7440-50-8	1	0.93	ug/L
6020 W35	Iron	7439-89-6	10	6.37	ug/L
6020 W35	Lead	7439-92-1	1	0.221	ug/L
6020 W35	Manganese	7439-96-5	1	0.69	ug/L
6020 W35	Molybdenum	7439-98-7	1	0.5	ug/L
6020 W35	Nickel	7440-02-0	1	0.62	ug/L
6020 W35	Selenium	7782-49-2	2	1.23	ug/L
6020 W35	Zinc	7440-66-6	5	4.29	ug/L
6020 W35	Silver	7440-22-4	0.5	0.21	ug/L
6020 W35	Vanadium	7440-62-2	1	0.91	ug/L

6020 W35	Thallium	7440-28-0	1	0.1066	ug/L
6020 W35	Tin	7440-31-5	5		ug/L
6020 W35	Strontium	7440-24-6	1	0.5	ug/L
6020 W35	Titanium	7440-32-6	1	0.416	ug/L
608 PCB W	PCB-1016 (Aroclor 1016)	12674-11-2	0.5	0.08	ug/L
608 PCB W	PCB-1221 (Aroclor 1221)	11104-28-2	0.5	0.081	ug/L
608 PCB W	PCB-1232 (Aroclor 1232)	11141-16-5	0.5	0.118	ug/L
608 PCB W	PCB-1242 (Aroclor 1242)	53469-21-9	0.5	0.126	ug/L
608 PCB W	PCB-1248 (Aroclor 1248)	12672-29-6	0.5	0.275	ug/L
608 PCB W	PCB-1254 (Aroclor 1254)	11097-69-1	0.5	0.145	ug/L
608 PCB W	PCB-1260 (Aroclor 1260)	11096-82-5	0.5	0.11	ug/L
608 PEST W	Aldrin	309-00-2	0.08	0.0701	ug/L
608 PEST W	alpha-BHC	319-84-6	0.01	0.0021	ug/L
608 PEST W	beta-BHC	319-85-7	0.03	0.02	ug/L
608 PEST W	delta-BHC	319-86-8	0.01	0.0048	ug/L
608 PEST W	gamma-BHC (Lindane)	58-89-9	0.01	0.0022	ug/L
608 PEST W	Dieldrin	60-57-1	0.03	0.002	ug/L
608 PEST W	Endosulfan I	959-98-8	0.01	0.0051	ug/L
608 PEST W	Endosulfan II	33213-65-9	0.01	0.004	ug/L
608 PEST W	Endrin	72-20-8	0.01	0.0043	ug/L
608 PEST W	Heptachlor	76-44-8	0.01	0.0062	ug/L
608 PEST W	Heptachlor epoxide	1024-57-3	0.02	0.0157	ug/L
608 PEST W	4,4'-DDE	72-55-9	0.01	0.005	ug/L
608 PEST W	4,4'-DDT	50-29-3	0.01	0.0051	ug/L
608 PEST W	4,4'-DDD	72-54-8	0.01	0.0027	ug/L
608 PEST W	Chlordane (Technical)	57-74-9	0.5	0.2461	ug/L
608 PEST W	Endosulfan sulfate	1031-07-8	0.1	0.0062	ug/L
608 PEST W	Toxaphene	8001-35-2	0.5	0.25	ug/L
608 PEST W	Endrin aldehyde	7421-93-4	0.1	0.0036	ug/L
608 PEST W	Endrin ketone	53494-70-5	0.01	0.005	ug/L
608 PEST W	alpha-Chlordane	5103-71-9	0.01	0.0082	ug/L
608 PEST W	gamma-Chlordane	5103-74-2	0.1	0.0904	ug/L
608 PEST W	Methoxychlor	72-43-5	0.01	0.0042	ug/L
608 PEST W	Mirex	2385-85-5	0.1	0.0032	ug/L
6241 W	Chloromethane	74-87-3	3	0.97	ug/L
6241 W	Vinyl chloride	75-01-4	1.5	0.39	ug/L
6241 W	Bromomethane	74-83-9	12	4	ug/L
6241 W	Chloroethane	75-00-3	12	3.73	ug/L
6241 W	Trichlorofluoromethane	75-69-4	1.5	0.35	ug/L
6241 W	Methylene Chloride	75-09-2	5	1	ug/L
6241 W	1,1-Dichloroethene	75-35-4	1	0.27	ug/L
6241 W	trans-1,2-Dichloroethene	156-60-5	1	0.23	ug/L
6241 W	1,1-Dichloroethane	75-34-3	1	0.34	ug/L
6241 W	cis-1,2-Dichloroethene	156-59-2	1	0.27	ug/L
6241 W	1,2-Dichloroethene (Total)	540-59-0	1	0.27	ug/L
6241 W	Chloroform	67-66-3	1	0.32	ug/L
6241 W	1,1,1-Trichloroethane	71-55-6	1	0.3	ug/L
6241 W	Carbon tetrachloride	56-23-5	4	1.14	ug/L
6241 W	Benzene	71-43-2	1	0.3	ug/L
6241 W	1,2-Dichloroethane	107-06-2	1	0.21	ug/L
6241 W	Trichloroethene	79-01-6	1.2	0.36	ug/L

6241 W	1,2-Dichloropropane	78-87-5	1	0.23	ug/L
6241 W	Bromodichloromethane	75-27-4	0.6	0.19	ug/L
6241 W	trans-1,3-Dichloropropene	10061-02-6	0.6	0.17	ug/L
6241 W	Toluene	108-88-3	1	0.33	ug/L
6241 W	cis-1,3-Dichloropropene	10061-01-5	0.6	0.17	ug/L
6241 W	1,1,2-Trichloroethane	79-00-5	1	0.3	ug/L
6241 W	Tetrachloroethene	127-18-4	1.5	0.38	ug/L
6241 W	Dibromochloromethane	124-48-1	2	0.45	ug/L
6241 W	Chlorobenzene	108-90-7	1.5	0.35	ug/L
6241 W	Ethylbenzene	100-41-4	1	0.3	ug/L
6241 W	Xylene (Total)	1330-20-7	6.5	2.06	ug/L
6241 W	Bromoform	75-25-2	8	2.65	ug/L
6241 W	1,1,2,2-Tetrachloroethane	79-34-5	0.6	0.2	ug/L
6241 W	1,3-Dichlorobenzene	541-73-1	1	0.33	ug/L
6241 W	1,4-Dichlorobenzene	106-46-7	1	0.28	ug/L
6241 W	1,2-Dichlorobenzene	95-50-1	1	0.29	ug/L
6241 W	Acrolein	107-02-8	20	6.19	ug/L
6241 W	Acrylonitrile	107-13-1	12	3.69	ug/L
6241 W	2-Chloroethylvinyl ether	110-75-8	10	1.45	ug/L
6241 W	m&p-Xylene	179601-23-1	6.5	2.06	ug/L
6241 W	o-Xylene	95-47-6	1	0.27	ug/L
7470 W	Mercury	7439-97-6	0.2	0.09	ug/L
8011 W	1,2-Dibromoethane (EDB)	106-93-4	0.01	0.0075	ug/L
8011 W	1,2-Dibromo-3-chloropropane	96-12-8	0.02	0.0064	ug/L
8081 W	alpha-BHC	319-84-6	0.01	0.0021	ug/L
8081 W	gamma-BHC (Lindane)	58-89-9	0.01	0.0022	ug/L
8081 W	beta-BHC	319-85-7	0.03	0.02	ug/L
8081 W	Heptachlor	76-44-8	0.01	0.0062	ug/L
8081 W	delta-BHC	319-86-8	0.01	0.0048	ug/L
8081 W	Aldrin	309-00-2	0.08	0.0701	ug/L
8081 W	Heptachlor epoxide	1024-57-3	0.02	0.0157	ug/L
8081 W	Endosulfan I	959-98-8	0.01	0.0051	ug/L
8081 W	4,4'-DDE	72-55-9	0.01	0.005	ug/L
8081 W	Dieldrin	60-57-1	0.03	0.002	ug/L
8081 W	Endrin	72-20-8	0.01	0.0043	ug/L
8081 W	4,4'-DDD	72-54-8	0.01	0.0027	ug/L
8081 W	Endosulfan II	33213-65-9	0.01	0.004	ug/L
8081 W	4,4'-DDT	50-29-3	0.01	0.0051	ug/L
8081 W	Endrin aldehyde	7421-93-4	0.1	0.0036	ug/L
8081 W	Endosulfan sulfate	1031-07-8	0.1	0.0062	ug/L
8081 W	Methoxychlor	72-43-5	0.01	0.0042	ug/L
8081 W	Endrin ketone	53494-70-5	0.01	0.005	ug/L
8081 W	Chlordane (Technical)	57-74-9	0.5	0.2461	ug/L
8081 W	Toxaphene	8001-35-2	0.5	0.25	ug/L
8082 W	PCB-1016 (Aroclor 1016)	12674-11-2	0.5	0.08	ug/L
8082 W	PCB-1221 (Aroclor 1221)	11104-28-2	0.5	0.081	ug/L
8082 W	PCB-1232 (Aroclor 1232)	11141-16-5	0.5	0.118	ug/L
8082 W	PCB-1242 (Aroclor 1242)	53469-21-9	0.5	0.126	ug/L
8082 W	PCB-1248 (Aroclor 1248)	12672-29-6	0.5	0.275	ug/L
8082 W	PCB-1254 (Aroclor 1254)	11097-69-1	0.5	0.145	ug/L

8082 W	PCB-1260 (Aroclor 1260)	11096-82-5	0.5	0.11	ug/L
8260 W	1,1,1,2-Tetrachloroethane	630-20-6	1	0.32	ug/L
8260 W	1,1,1-Trichloroethane	71-55-6	1	0.3	ug/L
8260 W	1,1,2,2-Tetrachloroethane	79-34-5	0.5	0.2	ug/L
8260 W	1,1,2-Trichloroethane	79-00-5	1	0.3	ug/L
8260 W	1,1-Dichloroethane	75-34-3	1	0.34	ug/L
8260 W	1,1-Dichloroethene	75-35-4	1	0.27	ug/L
8260 W	1,2,3-Trichloropropane	96-18-4	2	1.1	ug/L
8260 W	1,2,4-Trimethylbenzene	95-63-6	1	0.24	ug/L
8260 W	1,2-Dibromo-3-	96-12-8	5	1.89	ug/L
8260 W	1,2-Dibromoethane (EDB)	106-93-4	1	0.31	ug/L
8260 W	1,2-Dichlorobenzene	95-50-1	1	0.29	ug/L
8260 W	1,2-Dichloroethane	107-06-2	1	0.27	ug/L
8260 W	1,2-Dichloroethene (Total)	540-59-0	1	0.27	ug/L
8260 W	1,2-Dichloropropane	78-87-5	1	0.23	ug/L
8260 W	1,3,5-Trimethylbenzene	108-67-8	1	0.24	ug/L
8260 W	1,4-Dichlorobenzene	106-46-7	1	0.28	ug/L
8260 W	2-Butanone (MEK)	78-93-3	10	7.49	ug/L
8260 W	2-Hexanone	591-78-6	10	0.85	ug/L
8260 W	4-Methyl-2-pentanone	108-10-1	10	0.32	ug/L
8260 W	Acetone	67-64-1	20	5.27	ug/L
8260 W	Acetonitrile	75-05-8	40	24.5	ug/L
8260 W	Benzene	71-43-2	1	0.3	ug/L
8260 W	Bromochloromethane	74-97-5	1	0.37	ug/L
8260 W	Bromodichloromethane	75-27-4	0.6	0.19	ug/L
8260 W	Bromoform	75-25-2	3	2.65	ug/L
8260 W	Bromomethane	74-83-9	5	4	ug/L
8260 W	Carbon disulfide	75-15-0	10	0.45	ug/L
8260 W	Carbon tetrachloride	56-23-5	3	1.14	ug/L
8260 W	Chlorobenzene	108-90-7	1	0.35	ug/L
8260 W	Chloroethane	75-00-3	10	3.73	ug/L
8260 W	Chloroform	67-66-3	1	0.32	ug/L
8260 W	Chloromethane	74-87-3	1	0.97	ug/L
8260 W	cis-1,2-Dichloroethene	156-59-2	1	0.27	ug/L
8260 W	cis-1,3-Dichloropropene	10061-01-5	0.5	0.17	ug/L
8260 W	Dibromochloromethane	124-48-1	2	0.45	ug/L
8260 W	Dibromomethane	74-95-3	2	0.68	ug/L
8260 W	Ethylbenzene	100-41-4	1	0.3	ug/L
8260 W	Iodomethane	74-88-4	10	9.34	ug/L
8260 W	Isopropylbenzene	98-82-8	1	0.3	ug/L
8260 W	Methylene Chloride	75-09-2	5	1.98	ug/L
8260 W	Methyl-tert-butyl ether	1634-04-4	2	0.51	ug/L
8260 W	Styrene	100-42-5	1	0.26	ug/L
8260 W	Tetrachloroethene	127-18-4	1	0.38	ug/L
8260 W	Toluene	108-88-3	1	0.33	ug/L
8260 W	trans-1,2-Dichloroethene	156-60-5	1	0.23	ug/L
8260 W	trans-1,3-Dichloropropene	10061-02-6	0.5	0.17	ug/L
8260 W	trans-1,4-Dichloro-2-butene	110-57-6	10	2.5	ug/L
8260 W	Trichloroethene	79-01-6	1	0.36	ug/L
8260 W	Trichlorofluoromethane	75-69-4	1	0.35	ug/L
8260 W	Vinyl acetate	108-05-4	10	0.19	ug/L

8260 W	Vinyl chloride	75-01-4	1	0.39	ug/L
8260 W	m&p-Xylene	179601-23-1	4	2.06	ug/L
8260 W	o-Xylene	95-47-6	1	0.27	ug/L
8260 W	Xylene (Total)	1330-20-7	5	2.06	ug/L
8270 PAHLV	Naphthalene	91-20-3	2	0.292	ug/L
8270 PAHLV	Naphthalene	91-20-3	2	0.292	ug/L
8270 PAHLV	2-Methylnaphthalene	91-57-6	2	0.684	ug/L
8270 PAHLV	2-Methylnaphthalene	91-57-6	2	0.684	ug/L
8270 PAHLV	1-Methylnaphthalene	90-12-0	2	0.193	ug/L
8270 PAHLV	1-Methylnaphthalene	90-12-0	2	0.193	ug/L
8270 PAHLV	Acenaphthylene	208-96-8	0.5	0.0305	ug/L
8270 PAHLV	Acenaphthylene	208-96-8	0.5	0.0305	ug/L
8270 PAHLV	Acenaphthene	83-32-9	0.5	0.0398	ug/L
8270 PAHLV	Acenaphthene	83-32-9	0.5	0.0398	ug/L
8270 PAHLV	Fluorene	86-73-7	0.5	0.0875	ug/L
8270 PAHLV	Fluorene	86-73-7	0.5	0.0875	ug/L
8270 PAHLV	Phenanthrene	85-01-8	0.5	0.1582	ug/L
8270 PAHLV	Phenanthrene	85-01-8	0.5	0.1582	ug/L
8270 PAHLV	Anthracene	120-12-7	0.5	0.0432	ug/L
8270 PAHLV	Anthracene	120-12-7	0.5	0.0432	ug/L
8270 PAHLV	Fluoranthene	206-44-0	0.5	0.018	ug/L
8270 PAHLV	Fluoranthene	206-44-0	0.5	0.018	ug/L
8270 PAHLV	Pyrene	129-00-0	0.5	0.0321	ug/L
8270 PAHLV	Pyrene	129-00-0	0.5	0.0321	ug/L
8270 PAHLV	Benzo(a)anthracene	56-55-3	0.1	0.0554	ug/L
8270 PAHLV	Benzo(a)anthracene	56-55-3	0.1	0.0554	ug/L
8270 PAHLV	Chrysene	218-01-9	0.5	0.0255	ug/L
8270 PAHLV	Chrysene	218-01-9	0.5	0.0255	ug/L
8270 PAHLV	Benzo(a)pyrene	50-32-8	0.2	0.123	ug/L
8270 PAHLV	Benzo(a)pyrene	50-32-8	0.2	0.123	ug/L
8270 PAHLV	Benzo(b)fluoranthene	205-99-2	0.1	0.0267	ug/L
8270 PAHLV	Benzo(b)fluoranthene	205-99-2	0.1	0.0267	ug/L
8270 PAHLV	Indeno(1,2,3-cd)pyrene	193-39-5	0.15	0.1214	ug/L
8270 PAHLV	Indeno(1,2,3-cd)pyrene	193-39-5	0.15	0.1214	ug/L
8270 PAHLV	Dibenz(a,h)anthracene	53-70-3	0.15	0.1294	ug/L
8270 PAHLV	Dibenz(a,h)anthracene	53-70-3	0.15	0.1294	ug/L
8270 PAHLV	Benzo(g,h,i)perylene	191-24-2	0.5	0.147	ug/L
8270 PAHLV	Benzo(g,h,i)perylene	191-24-2	0.5	0.147	ug/L
8270 PAHLV	Benzo(k)fluoranthene	207-08-9	0.5	0.1599	ug/L
8270 PAHLV	Benzo(k)fluoranthene	207-08-9	0.5	0.1599	ug/L
8270 WSEP	Phenol	108-95-2	5	0.63	ug/L
8270 WSEP	bis(2-Chloroethyl) ether	111-44-4	4	0.34	ug/L
8270 WSEP	2-Chlorophenol	95-57-8	5	1.35	ug/L
8270 WSEP	1,3-Dichlorobenzene	541-73-1	5	1.52	ug/L
8270 WSEP	1,4-Dichlorobenzene	106-46-7	5	1.54	ug/L
8270 WSEP	1,2-Dichlorobenzene	95-50-1	5	1.53	ug/L
8270 WSEP	2-Methylphenol(o-Cresol)	95-48-7	5	0.3	ug/L
8270 WSEP	bis(2-Chloroisopropyl) ether	108-60-1	6	1.79	ug/L
8270 WSEP	3&4-Methylphenol(m&p		10	0.22	ug/L
8270 WSEP	N-Nitroso-di-n-propylamine	621-64-7	4	0.33	ug/L
8270 WSEP	Hexachloroethane	67-72-1	5	1.37	ug/L

8270 WSEP	Nitrobenzene	98-95-3	4	0.37	ug/L
8270 WSEP	Isophorone	78-59-1	5	1.67	ug/L
8270 WSEP	2-Nitrophenol	88-75-5	5	1.36	ug/L
8270 WSEP	2,4-Dimethylphenol	105-67-9	5	1.03	ug/L
8270 WSEP	2,4-Dichlorophenol	120-83-2	2	0.34	ug/L
8270 WSEP	1,2,4-Trichlorobenzene	120-82-1	5	1.43	ug/L
8270 WSEP	Naphthalene	91-20-3	5	0.39	ug/L
8270 WSEP	4-Chloroaniline	106-47-8	5	1.41	ug/L
8270 WSEP	Hexachloro-1,3-butadiene	87-68-3	2	0.35	ug/L
8270 WSEP	4-Chloro-3-methylphenol	59-50-7	20	5.41	ug/L
8270 WSEP	2-Methylnaphthalene	91-57-6	5	0.28	ug/L
8270 WSEP	Hexachlorocyclopentadiene	77-47-4	11	3.43	ug/L
8270 WSEP	2,4,6-Trichlorophenol	88-06-2	2	0.36	ug/L
8270 WSEP	2,4,5-Trichlorophenol	95-95-4	4	0.23	ug/L
8270 WSEP	2-Chloronaphthalene	91-58-7	5	0.34	ug/L
8270 WSEP	2-Nitroaniline	88-74-4	5	1.29	ug/L
8270 WSEP	Dimethylphthalate	131-11-3	5	1.42	ug/L
8270 WSEP	Acenaphthylene	208-96-8	5	0.3	ug/L
8270 WSEP	2,6-Dinitrotoluene	606-20-2	2	0.28	ug/L
8270 WSEP	3-Nitroaniline	99-09-2	5	1.29	ug/L
8270 WSEP	Acenaphthene	83-32-9	5	0.36	ug/L
8270 WSEP	2,4-Dinitrophenol	51-28-5	20	2.65	ug/L
8270 WSEP	4-Nitrophenol	100-02-7	20	1.95	ug/L
8270 WSEP	Dibenzofuran	132-64-9	5	1.47	ug/L
8270 WSEP	2,4-Dinitrotoluene	121-14-2	4	0.27	ug/L
8270 WSEP	Diethylphthalate	84-66-2	5	1.41	ug/L
8270 WSEP	4-Chlorophenylphenyl ether	7005-72-3	5	1.44	ug/L
8270 WSEP	Fluorene	86-73-7	5	0.34	ug/L
8270 WSEP	4-Nitroaniline	100-01-6	4	0.19	ug/L
8270 WSEP	4,6-Dinitro-2-methylphenol	534-52-1	20	4.58	ug/L
8270 WSEP	N-Nitrosodiphenylamine	86-30-6	5	1.21	ug/L
8270 WSEP	4-Bromophenylphenyl ether	101-55-3	5	1.66	ug/L
8270 WSEP	Hexachlorobenzene	118-74-1	1	0.29	ug/L
8270 WSEP	Pentachlorophenol	87-86-5	20	1.65	ug/L
8270 WSEP	Phenanthrene	85-01-8	5	0.23	ug/L
8270 WSEP	Anthracene	120-12-7	5	0.22	ug/L
8270 WSEP	Di-n-butylphthalate	84-74-2	5	1.06	ug/L
8270 WSEP	Fluoranthene	206-44-0	5	0.21	ug/L
8270 WSEP	Pyrene	129-00-0	5	0.21	ug/L
8270 WSEP	Butylbenzylphthalate	85-68-7	5	1.12	ug/L
8270 WSEP	3,3'-Dichlorobenzidine	91-94-1	10	1.05	ug/L
8270 WSEP	Benzo(a)anthracene	56-55-3	5	0.2	ug/L
8270 WSEP	Chrysene	218-01-9	5	0.2	ug/L
8270 WSEP	bis(2-Ethylhexyl)phthalate	117-81-7	5	1.12	ug/L
8270 WSEP	Di-n-octylphthalate	117-84-0	5	0.92	ug/L
8270 WSEP	Benzo(b)fluoranthene	205-99-2	2	0.27	ug/L
8270 WSEP	Benzo(k)fluoranthene	207-08-9	4	0.18	ug/L
8270 WSEP	Benzo(a)pyrene	50-32-8	1	0.17	ug/L
8270 WSEP	Indeno(1,2,3-cd)pyrene	193-39-5	2	0.17	ug/L
8270 WSEP	Dibenz(a,h)anthracene	53-70-3	2	0.18	ug/L
8270 WSEP	Benzo(g,h,i)perylene	191-24-2	5	0.17	ug/L

8270 WSEP	Carbazole	86-74-8	5	1.11	ug/L
8270 WSEP	Caprolactam	105-60-2	5	0.4	ug/L
8270 WSEP	2,3,4,6-Tetrachlorophenol	58-90-2	5	1.05	ug/L
8270 WSEP	1,2-Diphenylhydrazine	122-66-7	5	1.4	ug/L
8270 WSEP	Aniline	62-53-3	5	0.94	ug/L
8270 WSEP	Benzidine	92-87-5	25	0.87	ug/L
8270 WSEP	bis(2-	111-91-1	5	1.62	ug/L
8270 WSEP	N-Nitrosodimethylamine	62-75-9	2	0.2	ug/L
8270 WSEP	Pyridine	110-86-1	5	1.12	ug/L
8270 WSEP	1-Methylnaphthalene	90-12-0	5	0.36	ug/L
8270 WSEP	2,3,5,6-Tetrachlorophenol	935-95-5	9	1.86	ug/L
8270 WSEP	1,2-Dinitrobenzene	528-29-0	6	1.91	ug/L
8270 WSEP	1,3-Dinitrobenzene	99-65-0	8	1.15	ug/L
8270 WSEP	Benzyl alcohol	100-51-6	5	1.26	ug/L
9012 W	Cyanide	57-12-5	0.01	0.005	mg/L
9040 W	pH at 25 Degrees C		0.1	0.1	Std. Units
9056 W	Bromide	24959-67-9	0.1	0.0362	mg/L
9056 W	Chloride	16887-00-6	5	2.5	mg/L
9056 W	Fluoride	16984-48-8	0.05	0.0146	mg/L
9056 W	Sulfate	14808-79-8	5	2.5	mg/L
9066 W2	Phenolics, Total		0.01	0.005	mg/L
9222D	Fecal Coliforms		1	1	CFU/100 mL
CHLA W	Chlorophyll a		5	1.01	mg/m3
CHLA W	Chlorophyll b		5	1.01	mg/m3
CHLA W	Chlorophyll c		5	1.01	mg/m3
CHLA W	Chlorophyll a (Corrected)		5	1.01	mg/m3
CHLA W	Pheophytin		5	1.01	mg/m3
FLPRO WLV	Petroleum Range Organics		1	0.8	mg/L
TPHCWGWT	Aromatic (>C05-C07)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C07-C08)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C08-C10)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C10-C12)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C12-C16)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C16-C21)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C21-C35)		100	0.35	mg/L
TPHCWGWT	Aliphatic (>C05-C06)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C06-C08)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C08-C10)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C10-C12)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C12-C16)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C16-C35)		74	0.259	mg/L
TPHCWGWT	TPH Total (C05-C35)		100	0.35	mg/L
625 W	1,2,4-Trichlorobenzene	120-82-1	5	0.98	ug/L
625 W	2,4,6-Trichlorophenol	88-06-2	10	1.3	ug/L
625 W	2,4-Dichlorophenol	120-83-2	5	1.7	ug/L
625 W	2,4-Dimethylphenol	105-67-9	10	1.2	ug/L
625 W	2,4-Dinitrophenol	51-28-5	50	9	ug/L
625 W	2,4-Dinitrotoluene	121-14-2	5	0.9	ug/L
625 W	2,6-Dinitrotoluene	606-20-2	5	0.98	ug/L

625 W	2-Chloronaphthalene	91-58-7	5	0.98	ug/L
625 W	2-Chlorophenol	95-57-8	5	1.3	ug/L
625 W	2-Nitrophenol	88-75-5	5	0.91	ug/L
625 W	3,3'-Dichlorobenzidine	91-94-1	25	2.1	ug/L
625 W	4,6-Dinitro-2-methylphenol	534-52-1	20	2.6	ug/L
625 W	4-Bromophenylphenyl ether	101-55-3	5	0.82	ug/L
625 W	4-Chloro-3-methylphenol	59-50-7	5	3.7	ug/L
625 W	4-Chlorophenylphenyl ether	7005-72-3	5	0.87	ug/L
625 W	4-Nitrophenol	100-02-7	50	4.1	ug/L
625 W	Acenaphthene	83-32-9	5	0.25	ug/L
625 W	Acenaphthylene	208-96-8	5	0.21	ug/L
625 W	Anthracene	120-12-7	5	0.14	ug/L
625 W	Butylbenzylphthalate	85-68-7	5	0.79	ug/L
625 W	Benzo(k)fluoranthene	207-08-9	5	0.43	ug/L
625 W	Benzo(g,h,i)perylene	191-24-2	5	0.38	ug/L
625 W	Benzo(a)anthracene	56-55-3	5	0.33	ug/L
625 W	Benzo(b)fluoranthene	205-99-2	5	0.28	ug/L
625 W	Benzo(a)pyrene	50-32-8	5	0.3	ug/L
625 W	bis(2-	111-91-1	10	0.92	ug/L
625 W	bis(2-Chloroethyl) ether	111-44-4	5	1	ug/L
625 W	bis(2-Ethylhexyl)phthalate	117-81-7	5	0.79	ug/L
625 W	Chrysene	218-01-9	5	0.21	ug/L
625 W	Dibenz(a,h)anthracene	53-70-3	5	0.55	ug/L
625 W	Dimethylphthalate	131-11-3	5	0.76	ug/L
625 W	Di-n-butylphthalate	84-74-2	5	0.75	ug/L
625 W	Di-n-octylphthalate	117-84-0	5	0.66	ug/L
625 W	Diethylphthalate	84-66-2	5	0.58	ug/L
625 W	Fluorene	86-73-7	5	0.21	ug/L
625 W	Fluoranthene	206-44-0	5	0.21	ug/L
625 W	Hexachloro-1,3-butadiene	87-68-3	5	0.94	ug/L
625 W	Hexachlorobenzene	118-74-1	5	0.72	ug/L
625 W	Hexachlorocyclopentadiene	77-47-4	10	0.88	ug/L
625 W	Hexachloroethane	67-72-1	5	1.1	ug/L
625 W	Indeno(1,2,3-cd)pyrene	193-39-5	5	0.29	ug/L
625 W	Isophorone	78-59-1	10	0.89	ug/L
625 W	Naphthalene	91-20-3	5	0.34	ug/L
625 W	N-Nitroso-di-n-propylamine	621-64-7	5	0.99	ug/L
625 W	Nitrobenzene	98-95-3	5	1.1	ug/L
625 W	N-Nitrosodimethylamine	62-75-9	5	0.91	ug/L
625 W	N-Nitrosodiphenylamine	86-30-6	10	1	ug/L

625 W	Phenol	108-95-2	5	1.9	ug/L
625 W	Phenanthrene	85-01-8	5	0.22	ug/L
625 W	Pentachlorophenol	87-86-5	10	4.6	ug/L
625 W	Pyrene	129-00-0	5	0.19	ug/L
625 W	2,2'-Oxybis(1-	108-60-1	5	0.95	ug/L
625 W	1,2-diphenylhydrazone	122-67-7	5	0.9	ug/L
625 W	Benzadine	92-87-5	50	501	ug/L
Benchmark EA MDL/PQL for Thallium					
200.9	Thallium		1.168	0.292	ug/L

ADDENDEM NO. 1

June 2, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: Please delete "Pages 9 through 12 of 33" from the "Invitation to Bid" and replace it with "Pages 9R through 12R of 33."

Item 2: Please delete "Pages 15 through 19 of 33" from the "Invitation to Bid" and replace it with "Pages 15R through 19R of 33."

Item 3: A copy of the Florida Department of Environmental Protection Wastewater Treatment Plant Operating Permit, signed on May 8, 2020, is provided with this addendum.

Item 4: A copy of the Bid Form submitted by Pace Analytical for Bid No. 2015-34 is provided with this addendum. This unit price contract served as the basis of award with the current vendor.

Item 5: The following additional information is being provided in response to inquiries received.

Question 1: In section Reuse Effluent Analysis, are we supposed to only price out the methods and tests you list or does this include the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods? Does this require Asbestos and Dioxin?
Answer 1: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 2: In section Wastewater, are you looking for the full Primary and Secondary Drinking Water Standards? Does this include Asbestos and Dioxin?
Answer 2: The reference to Primary and Secondary Drinking Water Standards has been removed from this section of the Itemized Bid sheet. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 3: In section Water, Primary Organics, does this include Asbestos?
Who is the most recent provider of these services to the City and what is currently being paid?
Answer 3: No, Asbestos is not included. The current provider of Laboratory Services is Pace Analytical. A copy of their original bid submittal is provided as an attachment to this addendum.

Question 4: In section Water, Regulated SOCs, does this include Dioxin?
Answer 4: No, Dioxin is not included.

Question 5: For the Subcontractors, the bid states the following: Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g." These sections include a lot of information from the subcontractors. For the Quality Manual of the sublabs, can we submit their cover page only with all signatures?
Answer 5: Subcontractor Labs must provide the information in items "a-c" and "e-g." A submission of a cover page with signatures will not comply with the requirements.

Question 6: Item #2. Bid Requirements states the following: "b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be shall be firm for the duration of the contract." Are we to submit, in addition to the bid document pricing, our standard pricelist? Can we submit the additional pricelist and another document with our MDLs for all parameters we are certified for? We do not have a document that list all analytes, individual prices for each analyte and the MDLs all on one page.
Answer 6: Bidders are not asked nor required to submit a separate standard pricelist. However, as additional supplemental information, bidders may, if they so choose, submit an additional price list and any other documents deemed appropriate to accompany the company's MDLs for any and all parameters for which the company is certified.

Question 7: Are we required to submit a Performance Bond (Bid Bond) for the City of Ormond Beach BID No. 2020-23; LABORATORY TESTING SERVICES ITB? Is there a percentage amount to be submitted for this ITB?
Answer 7: No Bid Bond shall be required with this Bid. No Performance Bond shall be required with this Bid.

Question 8: Could you tell us who the current incumbent is and what is the current contract pricing?
Answer 8: Pace Analytical is the current Lab Services provider. A copy of their Unit Price Submittal from the original bid award is included.

Question 9: With Weekend work being a potential can the city add a few line items to the pricing sheet? Line items for weekend Fecal coliform, weekend courier and a line for any other weekend parameter with a percentage mark up for weekend work.
Answer 9: Minimum laboratory requirements have been revised to state "The contract lab shall be available a minimum of 7 days per week." The bid form shall not be revised to accommodate the request.

Question 10: Can the city confirm a subcontractor is one that is outside the bidding company and not another location for the same company?
Answer 10: Please consider this response as an affirmative confirmation that a secondary office of the contractor is not regarded as a subcontractor.

Question 11: In the insurance section page 28 of 33 section 4 Service Bond. Could this provision be removed, or could the language be changed to allow for a letter of credit or other type of assurance instead?
Answer 11: No, the City is unwilling to remove this provision from these bid documents. However, for clarification, please be advised that the contract does not require a bid bond and does not require a performance bond. (Refer to Question 7)

Question 12: Can the requirement for providing claim information be removed from the insurance section?
Answer 12: No, the City standard requirement for providing claim information shall not be altered with these bid documents.

Question 13: Would it be possible to remove the requirement in the insurance section D3 on page 32 of 33 stating that "If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements"?
Answer 13: No, the referenced clause in the City standard documents will not be changed at this time. Specifically, the requirement to furnish complete copies of the Contractor's insurance policies, forms and endorsements, if requested, remains in effect.

Question 14: In the draft agreement page #5 b. This Agreement may not be terminated by the contractor.: Would the City please remove this provision in favor of both parties being able to terminate for default, etc.?
Answer 14: The Bid Documents will not be changed at this time. However, please note that under the Section entitled Contract Duration, either party may provide a written notice of non-renewal ninety calendar days prior to the Contract expiration date.

Question 15: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are the parameters for the Primary & Secondary Drinking Water Standard methods listed in the bid sheet table the only methods and parameters required, or it is the full primary and secondary?
Answer 15: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods as required by the permit. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 16: Page 15 of 33 Price Sheet Reuse Effluent Analysis: If the full primary and secondary is needed are Asbestos and Dioxin required for this section?
Answer 16: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 17: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Can the city please list the tables needed for this section?

Answer 17: A copy of the latest operating permit is provided with this addendum.

Question 18: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are color and odor needed for this section?
Answer 18: A copy of the latest operating permit is provided with this addendum.

Question 19: Page 15 of 33 Industrial Pre-Treatment section: The TTO only includes the 624, 625 and 608 is that correct?
Answer 19: 624, 625 & 608 are inclusive but not exclusive of other relevant applicable methods. Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 20: Page 16 Wastewater section: Primary and Secondary. Are tables 1-6 of 62-550 the only required tables and are asbestos and dioxin required?
Answer 20: Asbestos and Dioxin are not included and are not part of our current permit. A copy of the latest operating permit is provided with this addendum, and shall be referenced by prospective bidders.

Question 21: Page 16 Wastewater section: Primary and Secondary. Can the city please list the tables required minus any parameters that are not needed?
Answer 21: Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 22: Page 18 Water Section: Analytical Groups /Calculation Primary Inorganics: does this include asbestos?
Answer 22: Asbestos is not included.

Question 23: Page 18 Water Section: Analytical Groups /Calculation Regulated SOCs: does this include dioxin?
Answer 23: Dioxin is not included.

Question 24: Page 18 for Thallium: Can 200.8 be used?
Answer 22: For bidding purposes, please use the method specified.

In all other respects, except as specifically stated herein, the subject BID 2020-23 Laboratory Testing Services remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: _____

SIGNATURE: _____DATE:_____

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified laboratories to submit Bid for an annual contract for Laboratory Testing Services. The successful contractor will be required to provide not less than 90% of the analyses noted in the Bid. **Lab results provided in this contract must be from a laboratory certified by the State of Florida.**

1. Minimum Requirements for the Contract Laboratory

Interested laboratories are requested to specifically meet or exceed the following minimum specifications:

a. The cost of all sample containers, paperwork, coolers, shipping kits, and preservatives will be included in the cost of the sample analysis.

b. The Contract Laboratory will pay shipping charges to and from designated City pickup locations. A local contact shall be designated for pickup of samples if requested.

c. The Contract Laboratory shall be required to provide pickup of samples 7 days per week with a minimum of 8 hours of advance notification from the City. There shall be no additional charge for meeting these requirements.

d. The Contract Laboratory shall be available a minimum of 7 days per week.

e. The report delivery times for routine parameter testing must not exceed 14 calendar days. Electronic reporting in PDF or any similar format is acceptable for meeting this turn-around requirement. Hard copies of reports are to be provided upon request for wastewater test results in addition to electronic reports. Water test results will require hard copies and electronic copies. Exceptions would be granted for those analytes that require more than 14 calendar days for the analyses to be completed.

f. Report formats are to be in a standard lab format that meets NELAC requirements. In addition, special report formats include EPA, Florida Department of Environmental Protection, and Volusia County Health Department formats. The laboratory may be asked to also furnish copies of raw data records sheets, result calculations, etc. for any samples submitted. All report formats are to include a copy of the Chain-of-Custody (COC) form submitted with the samples. The laboratory and any of its subcontractors must participate in EPA's Annual DMR-QA studies and report required analytes corresponding to the Ormond Beach WRF.

g. The City of Ormond Beach is to be notified prior to sending any parameter to any subcontract laboratory. It is the intent of the City that all analysis be performed by the contract laboratory to the maximum extent feasible. PERCENTAGE OF SUBCONTRACTED WORK MAY NOT EXCEED TEN PERCENT (10%) of the samples **(the 10% limit refers to the number of samples, not to the cost per sample)**.

h. All analytical methods used for analysis will be state and EPA approved methodologies as specified in NELAC requirements. These methodologies can be, but are not limited to "Standard Methods", "Manual for the Certification of Laboratories Analyzing Drinking Water", "Test Methods for the Evaluation of Solid Waste (SE-846)", "EPA POTW Sludge Sampling and Analysis Guidance Document", and Radiochemical methodologies as stated in Federal Register 40 CFR 141. Methodologies used and the MDL must be accepted by the regulatory agency requiring the samples. Oil and Grease must be analyzed using the Hexane Extraction Method.

i. A specific person shall be designated for contact with the City of Ormond Beach for consultation services either by phone or in person, if necessary.

j. Laboratory personnel must be qualified in giving testimony, depositions or court appearances if requested by the City.

k. The laboratory will have the capability to analyze samples with the following matrices: potable water, reclaimed water, wastewater, groundwater, surface water and liquid/cake biosolids.

l. At a minimum, all analytical runs of the City of Ormond Beach samples will be required to include QC checks on 10% of the samples analyzed. The QC checks must meet the stricter of method, and/or NELAC quality assurance criteria. The QC generated will be submitted with the sample report. Contract laboratory QC will be monitored using these reports as well.

m. The laboratory shall have no service contracts that were cancelled in the previous five years due to failure to provide accurate testing results.

n. The City of Ormond Beach and its staff reserve the right to visit the Contract Laboratory for a tour of the facility, both prior to the award and during the duration of the contract. Prior to visiting the Laboratory facility, the City shall provide no less than 4 days, but no more than 7 days, advance notice to the facility.

In the event the Laboratory fails to comply with the reporting and analytical requirements set forth herein, the City of Ormond Beach shall issue to the Laboratory a written warning describing such failure. Should the Laboratory's noncompliance continue for four (4) consecutive weeks, with written warnings, the City of Ormond Beach will have the option to deduct from the invoice of reports not meeting the requirement an amount equal to

10% of the invoice total. If non-compliance with the 14 calendar day turn-around time continues for eight (8) consecutive weeks, with written warnings, the City of Ormond Beach will have the option to deduct from the invoice of reports an amount equal to 20% of the invoice total. Persistent and repeated failure of the laboratory to comply with this 14 calendar day turn-around time in any 3 month interval may be interpreted as default for the purposes of this section.

2. Bid Requirements/Information to be Provided with Bidder's Submission

a. Copies of current State, NELAP, and EPA certifications or other documentation that firmly establishes, to the satisfaction of the City, the certification status of the laboratory for all listed parameters must be submitted with your Bid.

b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be shall be firm for the duration of the contract.

c. One (1) copy of the laboratory NELAC compliant "Quality Manual" shall be provided with your Bid.

d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach.

e. The results from the most recent previous two WP/WA/NELAC Proficiency Testing studies are to be included in your submittal.

f. Copies of the last two FDOH laboratory assessments with corrective actions taken are to be included in your submittal.

g. A description of the laboratory and its relevant prior experience, specifically as related to governmental agencies.

h. A list of four references who shall confirm instances of comparable testing performed for governmental entities. If these cannot be provided, please explain.

i. The name and resume, including employment history with the Company, of the **senior staff** individuals who will perform the testing. If the successful provider subcontracts work under this contract, the same information will be provided for the subcontract laboratory.

j. Documentation which establishes the length of time in business in the State of Florida (at least four (4) years required).

k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.

Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g."

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

City of Ormond Beach

LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

The BIDDER will fill in the MDL listed on the bid sheets and complete the Work, as described herein, for the following price(s):

Reuse Effluent Analysis

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Primary & Secondary Drinking Water Standards, including: 504.1,508.1	Various	WW	3	$	$
515.3, 524.2,Hg,As,Ba,Cd,Cr,Cu,	SEE PERMIT				
Fe, Mn,Ag,Na,Zn,An,Pb,Se,Cl,F,NO3,					
SO4,MBAS,pH,TDS,Radium					
226/228,Gross Alpha					
Effluent Analysis Subtotal				$	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn, Oil & Grease (hexane method)	200.7	WW		5	$	$
Cyanide	335.3	WW		5	$	$
Mercury	1631E	WW		5	$	$
TSS	160.1	WW		5	$	$
BOD	405.1	WW		5	$	$
TTO (including:624,625,608)	Various	WW		5	$	$
Pre Treatment Subtotal					$	

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent	Various	WW		2	$	$
and Influent (including: 608, 624,625,Cyanide,phenolics, Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni, Se,Ag,Tl,Zn, Oil & Grease	SEE PERMIT					
503 Sludge	Various	WW		4	$	$
Cryptosporidium and Giardia	1623	WW		1	$	$
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW		2	$	$
Low Level Mercury	1631E	WW		2	$	$
Sampling Disposal Fee for Mercury		WW		2	$	$
Nickel	200.8	WW		12	$	$
Copper	200.8	WW		12	$	$
Dichlorobromomethane	524.2	WW		12	$	$
Zinc	200.8	WW		12	$	$
Sodium	200.7	WW		52	$	$
Magnesium	200.7	WW		52	$	$
Calcium	200.7	WW		52	$	$
Chloride	300.0	WW		52	$	$
TDS	2540C	WW		52	$	$
Fluoride	300.0	WW		52	$	$
CBOD	SM5210B	WW		540	$	$
TSS	2540D	WW		644	$	$
TKN	351.2	WW		540	$	$
NOX	353.2	WW		260	$	$
TP	365.4	WW		520	$	$
Enterococci	Enterolert/ Quant-tray	WW		260	$	$
Fecal Coliform	SM9222D	WW		365	$	$
Wastewater Subtotal					$	

Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
503.13 Sludge Rule (including:	Various	sludge	4	$	$
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				$	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW		28	$	$
TDS	160.1	GW		28	$	$
Fecal	SM9222D	GW		28	$	$
Turbidity	180.1	GW		28	$	$
pH	150.1	GW		28	$	$
Cl	300.0	GW		28	$	$
Nitrates	300.0	GW		28	$	$
SO4	300.0	GW		28	$	$
TTHM	524.2	GW		28	$	$
Bis (2-ethylhexyl) phthalate	525	GW		28	$	$
Groundwater Subtotal					$	

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	W		12	$	$
HAA5	552.1	W		4	$	$
Lead and Copper	200.8	W		37	$	$
Nitrate/Nitrite	300.0	W		1	$	$
Nitrite	300.0	W		1	$	$
Ortho-phosphorous	300.0	W		12	$	$
pH	150.1	W		2	$	$
Total Coliforms	SM9223B or SM9222B	W		900	$	$
Total Cyanide	335.3/9012	W		1	$	$
Total Organic Carbon	SM5310B	W		50	$	$
Thallium	200.9	W		1	$	$
TTHM	524.2	W		6	$	$
Gross Alpha	900.0	W		1	$	$
Radium 226	903.1	W		1	$	$
Radium 228	903.1	W		1	$	$
Endothall	548.1	W		1	$	$
Glyphosate	547	W		1	$	$
Dioxin	1613	W		1	$	$
Analyte Groups / Calculations						
Primary Inorganics	various	W		1	$	$
Secondary Inorganics	various	W		1	$	$
Regulated SOCs	various	W		1	$	$
Regulated VOCs	various	W		1	$	$
Mercury	7471	W		1	$	$
Dissolved Oxygen	360.1	W		1	$	$
Water Subtotal					$	

Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	w		16	$	$
Magnesium	200.7	w		16	$	$
Sodium	200.7	w		16	$	$
Potassium	200.7	w		16	$	$
Iron	200.7	w		16	$	$
Chlorides	300.0	w		61	$	$
Sulfate	300.0	w		16	$	$
Total Dissolved Solids	160.1	w		16	$	$
Conductivity	120.1	w		16	$	$
Alkalinity Bicarbonate	SM2320	w		16	$	$
Alkalinity Carbonate	SM2320	w		16	$	$
CUP Water Subtotal					$	

Occasionally it may be necessary to receive sample results before the normal turn around time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

Turnaround Time	**RUSH SURCHARGES**
6-7 Working Days	
5 Working Days	
4 Working Days	
3 Working Days	
1-2 Working Days	

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT **$**_____

(Figures)

_____

(Words)

LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)

Concentrate Analysis

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Inorganic Compounds FAC 62-550 Table 1 (except Asbestos)	Various	WW		1	$ 82.00	$ 82.00
TTHM	524.2	WW	0.5 ug/L	1	$ 0.00	$ 0.00
VOCs FAC 62-550 Table 4	Various	WW		1	$ 45.00	$ 45.00
SOCs FAC 62-550 Table 5	Various	WW		1	$ 628.00	$ 628.00
Secondaries FAC 62-550 Table 6 (except color and odor)	Various	WW		1	$ 79.00	$ 79.00
Radium 226 + Radium 228	E903.1	WW	4 pC/L	1	$ 110.00	$ 110.00
Gross Alpha	E9310	WW		1	$ 30.00	$ 30.00
Concentrate Subtotal					$ 974.00	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As,Cd,Cu,Pb,Ni,Se,Ag,Zn	200.7	WW		8	$ 28.00	$ 224.00
Cyanide	335.3	WW	0.005 mg/L	8	$ 18.00	$ 144.00
Fluoride	300.0	WW	0.05 mg/L	8	$ 8.00	$ 64.00
Mercury	1631E	WW	0.025 ug/L	8	$ 55.00	$ 440.00
TSS	160.1	WW	10 mg/L	8	$ 7.00	$ 56.00
BOD	405.1	WW	2 mg/L	8	$ 13.00	$ 104.00
TTO (including:624,625,608)	Various	WW		8	$ 205.00	$ 1,640.00
Pre Treatment Subtotal					$ 2,672.00	

LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)
Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Expanded Effluent Analysis for Influent and Effluent including items listed in EPA 608,624,625,Sb,As,Be,Cd,Cr, Cu.Pb,Hg,Ni,Se,Ag,Ti,Zn, Oils and Grease, Cyanide, phenolics, Hardness	Various	WW		2	$ 310.00	$ 620.00
503 Sludge	Various	WW		4	$91.00	$364.00
Cryptosporidium and Guardia	1623E	WW		1	$550.00	$550.00
Chronic Bioassay	1002.0, 1000.0	WW	NA	6	$2,200.00	$13,220.00
TTO (including:624,625,608)	Various	WW		6	$205.00	$ 1,230.00
Low Level Mercury	1631E	WW		4	$55.00	$ 220.00
Sampling Fee for Mercury		WW		4	$80.00	$ 320.00
Mercury	245.1	WW	0.1 ug/L	6	$12.00	$ 72.00
Nickel	200.8	WW	0.62 ug/L	36	$4.50	$ 162.00
Copper	200.8	WW	0.5 ug/L	36	$4.50	$ 162.00
Dichlorobromomethane	524.2	WW	0.25 ug/L	30	$25.00	$ 750.00
Dibromochloromethane	524.2	WW	0.1 ug/L	30	$ 0.00	$ 0.00
Zinc	200.8	WW	2.5 ug/L	30	$4.50	$135.00
Sodium	200.7	WW	500 ug/L	120	$3.50	$420.00
Magnesium	200.7	WW	250 ug/L	120	$3.50	$420.00
Calcium	200.7	WW	250 ug/L	120	$3.50	$420.00
Chloride	300.0	WW	2.5 mg/L	120	$6.00	$720.00
TDS	2540C	WW	5 mg/L	120	$9.00	$1,080.00
Sulfate	300.0	WW	2.5 mg/L	5	$6.00	$ 30.00
THM	524.2	WW	0.5 ug/L	5	$25.00	$ 125.00
Radium 226	903.1	WW	4 pC/L	5	$ 55.00	$ 275.00
Radium 228	904.1	WW	4 pC/L	5	$ 55.00	$ 275.00
Arsenic	200.7	WW	5 ug/L	5	$3.50	$17.50
Silver	200.7	WW	2.5 ug/L	5	$3.50	$17.50
Selenium	200.7	WW	7.5 ug/L	5	$3.50	$17.50
Lead	200.7	WW	5 ug/L	5	$3.50	$17.50
Cyanide	335.3	WW	0.005 mg/L	5	$18.00	$90.00
Fluoride	300.0	WW	0.047 mg/L	60	$6.00	$360.00
Cadmium	200.7	WW	0.5 ug/L	5	$3.50	$17.50
Beryllium	200.7	WW	0.5 ug/L	5	$3.50	$17.50
CBOD	SM5210B	WW	2 mg/L	540	$13.00	$ 7,020.00
BOD	SM5210B	WW	2 mg/L	6	$13.00	$ 78.00
TSS	2540D	WW	5 mg/L	900	$ 7.00	$ 6,300.00
TKN	351.2	WW	10 mg/L	600	$12.00	$ 7,200.00
NOX	353.2	WW	0.25 mg/L	340	$6.00	$ 2,040.00
Nitrates	300.0	WW	0.036 mg/L	10	$6.00	$ 60.00
TP	365.4	WW	0.05 mg/L	600	$ 9.00	$ 5,400.00
Fecal Coliform	SM9222D	WW	1 CFU/100 mL	520	$ 9.00	$ 4,680.00
Wastewater Subtotal					$55,883.00	

C.B. 13,200.00

54,883 C.B.

LABORATORY TESTING SERVICES
BID NUMBER 2015-34 ADDENDUM
NO. 1 (CONTINUED)

Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Biosolids	Various	sludge	1	$295.00	$295.00
including:8081, 8082,8260,8270					
Cyanide,phenolics,					
Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni,					
Se,Ag,Tl,Zn					
503.13 Sludge Rule (including:	Various	sludge	4	$ 82.00	$ 328.00
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				$ 623.00	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW	500 ug/L	28	$7.00	$ 196.00
TDS	160.1	GW	5 mg/L	28	$9.00	$ 252.00
Fecal	SM9222D	GW	1 CFU/100 mL	28	$9.00	$ 252.00
Turbidity	180.1	GW	0.2 NTU	28	$5.00	$ 140.00
pH	150.1	GW	1 CFU/100 mL	28	$4.00	$ 112.00
Cl	300.0	GW	2.5 mg/L	28	$6.00	$ 168.00
Nitrates	300.0	GW	0.043 mg/L	28	$6.00	$ 168.00
SO4	300.0	GW	2.5 mg/L	28	$6.00	$ 168.00
TTHM	524.2	GW	0.5 ug/L	28	$25.00	$ 700.00
Radium 226/228	E903.1	GW	1 pCi/L	28	$110.00	$ 3,080.00
Groundwater Subtotal					$ 5,236.00	

LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	W	0.05 mg/L	24	$ 6.00	$ 144.00
HAA5	552.1	W	0.608 ug/L	4	$ 45.00	$ 180.00
Lead and Copper	200.8	W	0.5 ug/L	200	$ 12.00	$ 2,400.00
Nitrate/Nitrite	300.0	W	0.025 mg/L	1	$ 6.00	$ 6.00
Nitrite	300.0	W	0.025 mg/L	1	$ 6.00	$ 6.00
Ortho-phosphorous	300.0	W	0.05 mg/L	12	$ 6.00	$ 72.00
pH	150.1	W	0.1 Std.Units	2	$ 4.00	$ 8.00
Total Coliforms	SM9223B or SM9222B	W	1 CFU/100 mL	900	$ 8.00	$ 7,200.00
Total Cyanide	335.3/9012	W	0.005 mg/L	1	$ 18.00	$ 18.00
Total Organic Carbon	SM5310B	W	0.5 mg/L	50	$ 13.00	$ 650.00
Thallium	200.9	W	0.5 ug/L	1	$ 15.00	$ 15.00
TTHM	524.2	W	0.5 ug/L	6	$ 25.00	$ 150.00
Gross Alpha	900.0	W	3 pCi/L	1	$ 30.00	$ 30.00
Radium 226	903.1	W	1 pCi/L	1	$ 55.00	$ 55.00
Radium 228	903.1	W	1 pCi/L	1	$ 55.00	$ 55.00
Endothall	548.1	W	4.11 ug/L	1	$ 55.00	$ 55.00
Glyphosate	547	W	5.42 ug/L	1	$ 45.00	$ 45.00
Dioxin	1613	W		1	$ 195.00	$ 195.00
Analyte Groups / Calculations						
Primary Inorganics	various	W		1	$ 87.00	$87.00
Secondary Inorganics	various	W		1	$ 93.00	$93.00
Regulated SOCs	various	W		1	$628.00	$628.00
Regulated VOCs	various	W		1	$45.00	$45.00
Mercury	7471B	W	0.1 ug/L	1	$12.00	$12.00
Dissolved Oxygen	360.1	W	1 mg/L	1	$6.00	$6.00
Water Subtotal					$ 12,155.00	

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LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)
Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	W	250 ug/L	16	$ 3.50	$ 56.00
Magnesium	200.7	W	250 ug/L	16	$ 3.50	$ 56.00
Sodium	200.7	W	500 ug/L	16	$ 3.50	$ 56.00
Potassium	200.7	W	500 ug/L	16	$ 3.50	$ 56.00
Iron	200.7	W	20 ug/L	16	$ 3.50	$ 56.00
Chlorides	300.0	W	2.5 mg/L	61	$ 6.00	$ 366.00
Sulfate	300.0	W	2.5 mg/L	16	$ 6.00	$ 96.00
Total Dissolved Solids	160.1	W	5 mg/L	16	$ 9.00	$ 144.00
Conductivity	120.1	W	1 ppt	16	$ 5.00	$ 80.00
Alkalinity Bicarbonate	SM2320	W	5 mg/L	16	$ 8.00	$ 128.00
Alkalinity Carbonate	SM2320	W	5 mg/L	16	$ 8.00	$ 128.00
CUP Water Subtotal					$ 1,222.00	

Occasionally it may be necessary to receive sample results before the normal turnaround time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

Turnaround Time	RUSH SURCHARGES
6-7 Working Days	50%
5 Working Days	75%
4 Working Days	100%
3 Working Days	150%
1-2 Working Days	200 %

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT **$** 79,713.00

(Figures)

Seventy Nine Thousand Seven Hundred Thirteen Dollars and 00/100

(Words)

19AR of 33

FLORIDA DEPARTMENT OF Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Ron DeS
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Sent via email: shanahan@ormondbeach.org

NOTICE OF PERMIT

In the Matter of an
Application for Permit by:
City of Ormond Beach
22A Beach Street
Ormond Beach, FL

Volusia County - DW
Ormond Beach WRF
Wastewater Permit Application
DEP File No: FL0020532-023-DW1P

ATTENTION Joyce A. Shanahan,
City Manager

Enclosed is Permit Number FL0020532 to operate a domestic wastewater facility issued under Sections 403.087 and 403.0885 of the Florida Statutes.

Judicial Review
Upon issuance of this final permit, any party to this order has the right to seek judicial review of it under Section 120.68, F.S. by the filing of a notice of appeal under Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days after this order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Reggie Phillips
Environmental Administrator
Permitting and Waste Cleanup Program

RP/dj

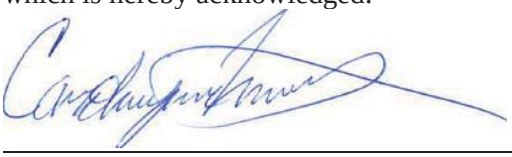
Enclosures: Draft Permit No. FL0020532, DMRs, and Fact Sheet
Pathogen Monitoring Report,

Location and Reuse Service Area Maps

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kevin Lee, P.E., Mead & Hunt, Kevin.Lee@meadhunt.com
DEP: David Smicherko, Dennise Judy

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk — May 8, 2020 Date

FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
City of Ormond Beach

RESPONSIBLE OFFICIAL:
Ms. Joyce Shanahan, City Manager
22 S Beach St
Ormond Beach, Florida 32174- 6386
(386) 676-3200
shanahan@ormondbeach.org

PERMIT NUMBER: FL0020532 (Major)
FILE NUMBER: FL0020532-023-DW1P
ISSUANCE DATE: **May 8, 2020**
EFFECTIVE DATE: **May 8, 2020**
EXPIRATION DATE: **May 7, 2025**

FACILITY:
Ormond Beach WRF
550 N Orchard St
Ormond Beach, FL 32174-9512
Volusia County
Latitude: 29°17' 20.27" N Longitude: 81°4' 24.32" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Treatment is provided by an existing 8.0 MGD annual average daily flow (AADF) permitted capacity advanced wastewater treatment (AWT) plant with an odor control system, influent screening, grit removal, biological nutrient removal (carousel type, 5-stage Bardenpho Process), re-aeration, chemical feed facilities, secondary clarification, tertiary filtration, high level disinfection, with post-aeration and dechlorination for the river discharge, and thickening, followed by dewatering, of biosolids. This permit authorizes modification of the piping, valving, and associated appurtenances to retrofit an existing Reclaimed Water (RW) Equalization (EQ) basin for use as a supplemental chlorine contact chamber.

REUSE OR DISPOSAL:

Surface Water Discharge D-001 is an existing 6.0 MGD annual average daily flow discharge to the Halifax River, Class III Marine waters, (WBID# 2363B). The outfall pipe is approximately 1000 feet in length and discharges at a depth of approximately 5 feet. The point of discharge is located approximately at latitude 29°17' 50" N, longitude 81°3' 26" W.

Land Application R-001 is an existing 10.0 MGD annual average daily flow permitted capacity slow-rate public access reuse (PAR) system. R-001 consists of irrigation within the approved Reuse Service Area as shown on the attached map, to the major users identified in Part IV.A.2 of this permit. This reuse system may receive reclaimed water (RW) from the Holly Hill PAR system. Excess reclaimed water and substandard effluent are discharged to D-001.

The following ground water sources may be used to augment the supply of reclaimed water: The Hunter's Ridge and Breakaway Trails RW storage systems receive water from supplemental groundwater wells prior to distribution within the service area.

Demineralization concentrate is blended with RW for irrigation via the public access reuse (PAR) system.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 27 of this permit.

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Surface Water Discharges

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent from Outfall D-001 to Halifax River. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.8.

			Effluent Limitations		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	6.0 Report	Annual Average Monthly Average	Continuous	Calculated	FLW-1	See I.A.4
Flow	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-10	See I.A.4
Flow	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-6	See I.A.4
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	See I.A.6
Solids, Total Suspended	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	See I.A.6
Coliform, Fecal	#/100mL	Max Max Max Max	200 200 400 800	Monthly Geometric Mean Annual Average 90th Percentile Single Sample	5 Days/Week	Grab	EFA-1	See I.A.7 and I.A.8
Coliform, Fecal	#/100mL	Max Max Max Max	200 200 400 800	Monthly Geometric Mean Annual Average 90th Percentile Single Sample	5 Days/Week	Grab	EFA-2	See I.A.7 and I.A.8
Enterococci	#/100mL	Max Max	35 130	Monthly Geometric Mean 90th Percentile	5 Days/Week	Grab	EFD-1	See I.A.7 and I.A.8
pH	s.u.	Min Max	6.5 8.5	Single Sample Single Sample	Continuous	Meter	EFD-1	See I.A.3
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	Continuous	Meter	EFA-1	See I.A.3 and I.A.9
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	Continuous	Meter	EFA-2	See I.A.3 and I.A.9
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample	Daily; 24 hours	Grab	EFD-1	

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

			Effluent Limitations		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Nitrogen, Total	mg/L	Max Max Max	3.0 4.5 6.0	Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	See I.A.**Error! Reference source not found.**
Phosphorus, Total (as P)	mg/L	Max Max Max	1.0 1.5 2.0	Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	
Oxygen, Dissolved (DO)	mg/L	Min	4.0	Single Sample	Daily; 24 hours	Grab	EFD-1	
Nitrogen, Total	lb/yr	Max Max	54831 Report	Annual Total Monthly Total	Monthly	Calculated	EFD-1	See I.A.**Error! Reference source not found.**
Phosphorus, Total (as P)	lb/yr	Max Max	18278 Report	Annual Total Monthly Total	Monthly	Calculated	EFD-1	
Acute Whole Effluent Toxicity, 96 Hour LC50 (Ceriodaphnia dubia)	percent	Min	100	Single Sample	Semi-Annually; twice per year	4 grabs/24 hr.period	EFD-1	See I.A.10
Acute Whole Effluent Toxicity, 96 Hour LC50 (Cyprinella leedsi)	percent	Min	100	Single Sample	Semi-Annually; twice per year	4 grabs/24 hr.period	EFD-1	See I.A.10
Dichlorobromomethane	ug/L	Max	100	Annual Average	Monthly	Grab	EFD-1	See I.A.11
Enterococci	#/100mL	Max Max	35 104	Monthly Geometric Mean Single Sample	5 Days/Week	Grab	EFD-1	See I.A.7 and I.A.8

2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-10	Flow to D-001
FLW-6	Flow to D-001 during by-pass of RW EQ basin
EFD-1	Sample point after dechlorination
EFA-1	Sampling point after chlorination
EFA-2	Sample Point at end of the converted RW EQ basin when being used as a CCC

3. Hourly measurement of pH and total residual chlorine for disinfection during the period of required operator attendance may be substituted for continuous measurement. *[62-600.660(1)]*

4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. **The sum of the two flows shall not exceed 6.0 MGD on an annual average basis**. *[62-600.200(25)]*

5. The discharge shall not contain components that, alone or in combination with other substances or in combination with other components of the discharge:

a. Settle to form putrescent deposits or otherwise create a nuisance; or

b. Float as debris, scum, oil, or other matter in such amounts as to form nuisances; or

c. Produce color, odor, taste, turbidity, or other conditions in such degree as to create a nuisance; or

d. Are acutely toxic; or

e. Are present in concentrations which are carcinogenic, mutagenic, or teratogenic to human beings or to significant, locally occurring, wildlife or aquatic species, unless specific standards are established for such components in subsection 62-302.500(2) or Rule 62-302.530, F.A.C.; or

f. Pose a serious danger to the public health, safety, or welfare.

[62-302.500(1)(a)]

6. In accordance with subsections 62-600.420(1) and (2), F.A.C., the monthly average effluent CBOD5 and TSS concentrations shall not exceed 15% of their respective influent values (i.e., 85% removal). *[62-600.420(1) and (2)]*

7. The effluent limitations for the monthly geometric means for fecal coliform and enterococci are only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric means shall be calculated and reported on the Discharge Monitoring Report, but shall not be used to determine compliance with the limitations for the monthly geometric means. The monthly geometric mean for fecal coliform shall be used to calculate the annual average. All other fecal coliform and enterococci effluent limitations included in permit condition I.A.1 apply regardless of the number of values reported. *[62-600.440(5)(b)] [62-302.530]*

8. To report the "90th percentile,"

   a. Place the bacteria results in ascending order (from lowest to highest value) and assign each sample a number, 1 for the lowest value.

   b. Multiply the total number of samples by 0.9 to determine the 90th percentile level.

   c. Report the value of the sample that corresponds to the 90th percentile level (e.g., 10 samples x 0.9 = 9, report the value of the 9th sample). If the 90th percentile level is not a whole number, rounding or interpolation should be used to determine the 90th percentile. When rounding, round down to the nearest whole number if the decimal is 0.4 or lower, and round up to the nearest whole number if the decimal is 0.5 or higher (e.g., 12 samples x 0.9 = 10.8, report the value of the 11th sample if rounding).

   [62-600.440(5)(a)3] [62-302.530]

9. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-600.440(5)(c), (6)(b), and (7)(c)]*

10. The permittee shall comply with the following requirements to evaluate acute whole effluent toxicity of the discharge from outfall D-001.

    a. Effluent Limitation

       (1) In any routine or additional follow-up test for acute whole effluent toxicity, the 96-hour LC50 shall not be less than 100% effluent. [Rules 62-302.200(1), 62-302.500(1)(a)4., 62-4.244(3)(a), and 62-4.241, F.A.C.]

    b. Monitoring Frequency

       (1) Routine toxicity tests shall be conducted once every six months, the first starting within 60 days of the effective date of this permit and lasting for the duration of this permit.

    c. Sampling Requirements

       (1) Routine tests shall be conducted on four separate grab samples collected at evenly-spaced (6-hr) intervals over a 24-hour period. The four grab samples shall be used in eight bioassays (four bioassays for each species) and shall represent one test. **If the duration of the discharge is less than 24-hours, a shortened sampling protocol will be used and the duration of discharge shall be documented on the chain of custody.**

       (2) For additional follow-up tests, the first test shall be conducted on four separate grab samples collected at evenly-spaced (6-hr) intervals over a 24-hour period. The four grab samples shall be used in four

separate bioassays for each species that failed the routine test. The four grab samples represent one test. The second follow-up test shall be run on a single grab sample collected on the day and time when the greatest toxicity was identified in the routine or first additional follow-up test.

d. Test Requirements

(1) Routine Tests: All routine tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: **100%, 75%, 50%, 25%**, and **12.5%** effluent.

(2) The permittee shall conduct 96-hour acute static renewal multi-concentration toxicity tests using the daphnid, **Ceriodaphnia dubia**, and the bannerfin shiner, **Cyprinella leedsi**, concurrently.

(3) All test species, procedures and quality assurance criteria used shall be in accordance with **Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms**, 5th Edition, EPA-821-R-02-012. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use. In the event the above method is revised, the permittee shall conduct acute toxicity testing in accordance with the revised method.

(4) The control water and dilution water shall be moderately hard water as described in EPA-821-R-02-012, Table 7.

e. Quality Assurance Requirements

(1) A standard reference toxicant (SRT) quality assurance (QA) acute toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than 30 days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five monthly acute toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.

(2) If the mortality in the control (0% effluent) exceeds 10% for either species in any test, the test for that species (including the control) shall be invalidated and the test repeated. The repeat test shall begin within 14 days after the last day of the invalid test.

(3) If 100% mortality occurs in all effluent concentrations for either species prior to the end of any test and the control mortality is less than 10% at that time, the test (including the control) for that species shall be terminated with the conclusion that the test fails and constitutes non-compliance.

(4) Routine and additional follow-up tests shall be evaluated for acceptability based on the concentration-response relationship, as required by EPA-821-R-02-012, Section 12.2.6.2., and included with the bioassay laboratory reports.

f. Reporting Requirements

(1) Results from all required tests shall be reported on the Discharge Monitoring Report (DMR) as follows:

(a) Routine Test Results: If an LC50 >100% effluent occurs in all four separate grab sample tests for the test species, ">100%" shall be entered on the DMR for that test species. If in any of the four separate grab sample tests for the test species an LC50 <100% effluent occurs, the lowest calculated LC50 effluent concentration shall be entered on the DMR for that test species.

(b) Additional Follow-up Test Results: For each additional test required, the calculated LC50 value shall be entered on the DMR for that test species.

(2) A bioassay laboratory report for the routine test shall be prepared according to EPA-821-R-02-012, Section 12, Report Preparation and Test Review, and mailed to the Department at the address below within 30 days after the last day of the test.

(3) For additional follow-up tests, a single bioassay laboratory report shall be prepared according to EPA-821-R-02-012, Section 12, and mailed within 30 days after the last day of the second valid additional follow-up test.

(4) Data for invalid tests shall be included in the bioassay laboratory report for the repeat test.

(5) The same bioassay data shall not be reported as the results of more than one test.

(6) All bioassay laboratory reports shall be sent to:
Florida Department of Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

g. Test Failures

(1) A test fails when the test results do not meet the limits in 10.a.(1).

(2) Additional Follow-up Tests:

(a) If a routine test does not meet the acute toxicity limitation in 10.a.(1) above, the permittee shall notify the Department at the address above within 21 days after the last day of the failed routine test and conduct two additional follow-up tests on each species that failed the test in accordance with 10.d.

(b) The first test shall be initiated within 28 days after the last day of the failed routine test. The remaining additional follow-up tests shall be conducted weekly thereafter until a total of two valid additional follow-up tests are completed.

(c) The first additional follow-up test shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 75%, 50%, 25%, and 12.5% effluent. The permittee may modify the dilution series in the second additional follow-up test to more accurately bracket the toxicity such that at least two dilutions above and two dilutions below the target concentration and a control (0% effluent) are run. All test results shall be statistically analyzed according to the procedures in EPA-821-R-02-012.

(3) In the event of three valid test failures (whether routine or additional follow-up tests) within a 12-month period, the permittee shall notify the Department within 21 days after the last day of the third test failure.

(a) The permittee shall submit a plan for correction of the effluent toxicity within 60 days after the last day of the third test failure.

(b) The Department shall review and approve the plan before initiation.

(c) The plan shall be initiated within 30 days following the Department's written approval of the plan.

(d) Progress reports shall be submitted quarterly to the Department at the address above.

(e) During the implementation of the plan, the permittee shall conduct quarterly routine whole effluent toxicity tests in accordance with 10.d. Additional follow-up tests are not required while the plan is in progress. Following completion or termination of the plan, the frequency of monitoring for routine and additional follow-up tests shall return to the schedule established in 10.b.(1). If a routine test is invalid according to the acceptance criteria in EPA-821-R-02-012, a repeat test shall be initiated within 14 days after the last day of the invalid routine test.

(f) Upon completion of four consecutive quarterly valid routine tests that demonstrate compliance with the effluent limitation in 10.a.(1) above, the permittee may submit a written request to the Department to terminate the plan. The plan shall be terminated upon written verification by the Department that the facility has passed at least four consecutive quarterly valid routine whole effluent toxicity tests. If a test within the sequence of the four is deemed invalid, but is replaced by a repeat valid test initiated within 14 days after the last day of the invalid test, the invalid test will not be counted against the requirement for four consecutive quarterly valid routine tests for the purpose of terminating the plan.

(4) The additional follow-up testing and the plan do not preclude the Department taking enforcement action for whole effluent toxicity failures.

[62-4.241, 62-620.620(3)]

11. A mixing zone for dichlorobromomethane (DCBM) has been approved in accordance with DEP permit file number FL0020532-012-DWIP and is described as a rectangle centered along the point of discharge with a mixing zone of 539 square meters. *[62-302.530(35)(b)5]*

12. The current effluent nutrient loading limits were established in the finalized Halifax River TMDL Report on July 1, 2013. Mass load shall be calculated Monthly for each calendar month of the reporting period by formula:

Monthly ADF MGD x Month Average TP or TN mg/L x 8.34 = lb/day TP or TN

lb/day TP or TN x days/month = Pounds TP or TN. This must be reported on the DMR for Outfall D-001

A cumulative total for all previously reported months, in the current calendar year, shall be submitted with each monthly reporting period. The numeric load limit, in lb/year, is for January through December, not a rolling 12-month total. [62-304 and 2013 Halifax River TMDL Report]

B. Reuse and Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to supplement reclaimed water with ground water and direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.8.:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	10.0 Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-2	See I.B.4
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFA-1	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	Daily; 24 hours	Grab	EFB-1	
Coliform, Fecal	#/100mL	Max	25	Single Sample	Daily; 24 hours	Grab	EFA-1	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	Daily; 24 hours	Calculated	EFA-1	See I.B.5
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	Continuous	Meter	EFA-1	See I.B.3
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	Continuous	Meter	EFA-1	See I.B.6 and I.B.9
Turbidity	NTU	Max	Report	Single Sample	Continuous	Meter	EFB-1	See I.B.7 and I.B.9
Giardia	cysts/100L	Max	Report	Single Sample	Bi-annually; every 2 years	Grab	EFA-1	See I.B.10
Cryptosporidium	oocysts/100L	Max	Report	Single Sample	Bi-annually; every 2 years	Grab	EFA-1	See I.B.10
Flow (Ground Water from Hunters Ridge Well)	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-7	
Flow (Ground Water from Breakaway Trails Well)	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-7	
Coliform, Fecal (Ground Water from Hunters Ridge Well)	#/100mL	Max	Report	Single Sample	Quarterly	Grab	OTH-2	
Coliform, Fecal (Ground Water from Breakaway Trails Well)	#/100mL	Max	Report	Single Sample	Quarterly	Grab	OTH-3	
Flow (Concentrate)	MGD	Max Max	1.0 Report	Annual Average Monthly Average	Continuous	Meter	FLW-3	

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Monthly Average	Weekly	24-hr FPC	EFA-1	
Solids, Total Suspended (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Annual Average Monthly Average	Weekly	24-hr FPC	EFA-1	
pH (Blend)	s.u.	Max Min	Report Report	Single Sample Single Sample	Weekly	Grab	OTH-1	See I.B.3
Specific Conductance (Blend)	umhos/ cm	Max	Report	Single Sample	Continuous	Meter	OTH-1	See I.B.11
Fluoride, Total (as F) (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Blend Ratio (1:2.5)	ratio	Max	0.40	Single Sample	Continuous	Calculated	CAL-2	
Sodium Adsorption Ratio (Blend)	ratio	Max	Report	Single Sample	Weekly	Calculated	OTH-1	
Sodium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Magnesium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Calcium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Chloride (as Cl) (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Solids, Total Dissolved (TDS) (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-2	Flow meter to the public access reuse system
EFA-1	Sampling point after chlorination
EFB-1	After filtration and prior to disinfection
FLW-7	Supplemental GW flow from Hunters Ridge Well
OTH-2	Groundwater from Hunters Ridge well
OTH-3	Groundwater from Breakaway Trails well
FLW-3	Total concentrate (FLW-4 + FLW-5)
OTH-1	Sample point at mainland pump station (blend of RW and concentrate)
CAL-2	Concentrate flow divided by the flow to the public access reuse system

3. Hourly measurement of pH during the period of required operator attendance may be substituted for continuous measurement. *[62-600.660(1)]*

4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*

5. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). *[62-600.440(6)(a)]*

6. The minimum total chlorine residual shall be limited as described in the currently approved operating protocol such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. *[62-600.440(6)(b)][62-610.460(2)][62-610.463(2)]*

7. The maximum turbidity shall be limited as described in the currently approved operating protocol, such that the permit limitations for total suspended solids and fecal coliforms will be achieved. *[62-610.463(2)]*

8. The treatment facilities shall be operated in accordance with the currently approved operating protocol(s). Only reclaimed water that meets the criteria established in the approved operating protocol(s) may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol(s) shall be directed to the following permitted alternate discharge system: D-001. *[62-610.320(6) and 62-610.463(2)]*

9. Instruments for continuous on-line monitoring of total residual chlorine and turbidity shall be equipped with an automated data logging or recording device. *[62-610.463(2)]*

10. Intervals between sampling for Giardia and Cryptosporidium shall not exceed *[62-610.472(3)(d)]*

11. The maximum specific conductance shall be limited as described in the approved operating protocol. *[62-610.865(9)(a)]*

C. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.C.8.:

			Limitations		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow (total through plant)	MGD	Max Max Max	8.0 Report Report	Annual Ave Monthly Ave Quarterly Ave	Continuous	Recording Flow Meter w/Totalizer	INF-1	See I.C.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	INF-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	5 Days/Week	24-hr FPC	INF-2	See I.C.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	5 Days/Week	24-hr FPC	INF-2	See I.C.3

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.C.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
INF-1	Influent flow meter (Parshall Flume)
INF-2	Raw influent to the headworks

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-600.660(4)(a)]*

4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*

5. Sampling results for giardia and cryptosporidium shall be reported on DEP Form 62-610.300(4)(a)4, Pathogen Monitoring, which is attached to this permit. This form shall be submitted to the Department's Central District Office and to DEP's Reuse Coordinator in Tallahassee. *[62-610.300(4)(a)]*

6. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table" is available at https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources . The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting if it meets the following requirements:

   a. The laboratory's reported MDL and PQL values for the specific method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;

   b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and

   c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

   When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

   Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. *[62-4.246, 62-160]*

7. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. *[62-600.650(2)]*

8. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28th day of following month
Once Every Two Months	January 1 - February 28/29 March 1 - April 30 May 1 - June 30 July 1 - August 31 September 1 - October 31 November 1 - December 31	March 28 May 28 July 28 September 28 November 28 January 28
Quarterly	January 1 - March 31	April 28

REPORT Type on DMR	Monitoring Period	Submit by
	April 1 - June 30 July 1 - September 30 October 1 - December 31	July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at http://www.fldepportal.com/go/, unless the permittee has a waiver from the Department in accordance with 40 CFR 127.15. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-600.680(1)]

9. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the RWS-A DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3)(d)][62-600.680(2)][62-610.300(4)]*

10. An annual scan of the parameters listed as primary and secondary drinking water standards in Chapter 62-550, F.A.C. (except for turbidity, total coliforms, color, and corrosivity), shall be conducted for the demineralization concentrate (RWS-C) and the blend (RWS-B). The permittee shall submit the annual summaries of water quality in the reclaimed water, the concentrate, the blend, and ground water monitoring wells (RWS-G). Correlations between specific conductance and chloride, and total dissolved solids shall be developed and reported. The summary shall include an evaluation of any adverse effects on vegetation and ground water quality and needed corrective actions, including needed revisions to the operating protocol. Results of the annual scans and annual summary shall be submitted with the February DMR each year. *[62-610.865(8)(f) & (11)]*

11. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. *[62-610.870(3)]*

12. The operating protocols, for the Public Access Reuse System and the blending of concentrate, were submitted and approved during the permit renewal process. These protocols shall remain in affect until any revisions are reviewed and approved by the Department. Operating protocol(s) shall be reviewed and updated periodically to ensure continuous compliance with the minimum treatment and disinfection requirements and established demineralization concentrate blend ratio and specific conductance limit. Updated operating protocols shall be submitted to the Department's Central District Office for review and approval upon revision of the operating protocol(s) and with each permit application. *[62-610.320(6)][62-610.463(2)][62-610.865(9)]*

13. The permittee shall maintain an inventory of storage systems. The inventory shall be submitted to the Department's Central District Office at least 30 days before reclaimed water will be introduced into any new storage system. The inventory of storage systems shall be attached to the annual submittal of the Annual Reuse Report. *[62-610.464(5)]*

14. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

Email (preferred): DEP_CD@FLoridaDEP.gov

Or:

Florida Department of Environmental Protection
Central District
3319 Maguire Blvd
Suite 232
Orlando, Florida 32803-3767

Phone Number - (407)897-4100

[62-620.305]

15. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to Shelley's BTF or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*

2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*

3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.C.8.

			Biosolids Limitation		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Biosolids leaving site

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-640.400(6)]*

6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. *[62-640.300(4)]*

7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. *[62-640.400(9)]*

B. Disposal

1. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. *[62-640.100(6)(b) & (c)]*

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. *[62-640.880(1)(b)]*

2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility
1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility
1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

D. Receipt

1. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

III. GROUND WATER REQUIREMENTS

A. Construction Requirements

1. The permittee shall give at least 72-hour notice to the Department's Central District Office, prior to the installation of any monitoring wells. *[62-520.600(6)(h)]*

2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. *[62-520.600(6)(g)]*

3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Central District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. *[62-520.600(6)(j) and .900(3)]*

4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. *[62-532.500(5)]*

B. Operational Requirements

1. For the Part III Public Access system, all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge shall extend horizontally 100 feet from the application site(s) or to the property boundaries, whichever is less, and vertically to the base of the surficial aquifer. *[62-520.200(27)] [62-520.465]*

2. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*

3. If the concentration for any constituent listed in Permit Condition III.6. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. *[62-520.420(2)]*

4. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.5., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. *[62-520.600] [62-610.463]*

5. The following monitoring wells shall be sampled for Reuse System R-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-1	Well Name MW-1 Golf Course WAFR 7328 3064A16235	29°17' 28"	81°2' 43"	20	Surficial	Background	Existing
MWC-2	Well Name MW-2 Golf Course WAFR 7327 3064A16236	29°17' 46"	81°2' 44"	15	Surficial	Compliance	Existing
MWC-3A	Well Name MW-3A Golf Course WAFR 46550 3064A16237	29°18' 16"	81°2' 58"	15	Surficial	Compliance	Existing
MWC-4	Well Name MW-4 Golf Course WAFR 7325 3064A16238	29°17' 44"	81°2' 30"	15	Surficial	Compliance	Existing
MWC-5A	Well Name MW-5A Golf Course WAFR 46551 3064A16239	29°18' 8"	81°2' 44"	15	Surficial	Compliance	Existing

[62-520.600] [62-610.463]

6. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.5.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	Grab	Quarterly
Sulfate, Total	250	mg/L	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Sodium, Total Recoverable	160	mg/L	Grab	Quarterly
Trihalomethane, Total by summation	80	ug/L	Grab	Quarterly
Bis (2-ethylhexyl) phthalate	0.006	mg/L	Grab	Quarterly

[62-520.600(11)(b)] [62-600.670] [62-600.650(3)] [62-520.310(5)]

7. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. *[62-520.600(11)(c)] [62-610.463(3)(a)]*

8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-160.210] [62-600.670(3)]*

9. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Central District Office as being more representative of ground water conditions. *[62-520.310(5)]*

10. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.C.8. *[62-520.600(11)(b)] [62-600.670] [62-600.680(1)] [62-620.610(18)]*

11. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's Central District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's Central District Office before installation. *[62-520.600(6)(l)]*

12. The permittee shall sample the following monitoring well(s): MWC-5A for the primary and secondary drinking water parameters included in Rules 62-550.310 and 62-550.320, F.A.C., (except for asbestos and all parameters in Table 5 of Chapter 62-550, F.A.C., other than Di(2-ethylhexyl) adipate and Di(2-ethylhexyl) phthalate). Results of this sampling shall be submitted to the Department's Central District Office with the application for permit renewal. Sampling shall occur no sooner than 180 days before submittal of the renewal application and reported using the RWS-G DMR. *[62-520.600(5)(b)]*

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part III Public Access System(s)

1. Use of reclaimed water is authorized within the general service area identified in the attached map. The following uses of reclaimed water are authorized within this general service area:

   Athletic Complexes and Parks
   Golf Courses
   Other Landscape Irrigation
   Residential Developments

   [62-620.630(10)(a)]

2. This reuse system includes the following major user(s) of reclaimed water (i.e., using 0.1 MGD or more) and general service area(s):

Site Number	User Name	User Type	Capacity (MGD)	Acreage
PAA-1	North Peninsula Residential development	Residential Developments	1.38	595
PAA-2	Residential/Recreational Open Space Residential Development	Golf Courses	1.38	594
PAA-3	Golf Courses/Oceanside; Tomoka Oaks; River Bend	Other Landscape Irrigation	2.38	437
PAA-4	Western Ormond Beach-Residential	Athletic Complexes and Parks	3.26	1399
PAA-5	South Peninsula-Residential	Golf Courses	1.57	676
PAA_6	Ormond Beach WRF	Other Landscape	0.02	12
		Total	10.0	3713

[62-610.800(5)][62-620.630(10)(b)]

3. New major users of reclaimed water (i.e., using 0.1 MGD or more) may be added to the reuse system using the general permit described in Rule 62-610.890, F.A.C., if the requirements in this rule are complied with. Application for use of this general permit shall be made using Form 62-610.300(4)(a)1. *[62-610.890]*

4. Cross-connections to the potable water system are prohibited. *[62-610.469(7)]*

5. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use and shall be in compliance with the Rule 62-555.360, F.A.C. *[62-610.469(7)]*

6. The permittee shall conduct inspections within the reclaimed water service area to verify proper connections, to minimize illegal cross-connections, and to verify both the proper use of reclaimed water and that the proper backflow prevention assemblies or devices have been installed and tested. Inspections are required when a customer first connects to the reuse distribution system. Subsequent inspections are required as specified in the cross-connection control and inspection program. *[62-610.469(7)(h)]*

7. If an actual or potential (e.g. no dual check device on residential connections served by a reuse system) cross-connection between the potable and reclaimed water systems is discovered, the permittee shall:

   a. Immediately discontinue potable water and/or reclaimed water service to the affected area if an actual cross-connection is discovered.

   b. If the potable water system is contaminated, clear the potable water lines.

   c. Eliminate the cross-connection and install a backflow prevention device as required by the Rule 62-555.360.F.A.C.

   d. Test the affected area for other possible cross-connections.

   e. Within 24 hours, notify the Department's Central District Office's domestic wastewater and drinking water programs.

   f. Within 5 days of discovery of an actual or potential cross-connection, submit a written report to the Department's Central District Office detailing: a description of the cross-connection, how the cross-connection was discovered, the exact date and time of discovery, approximate time that the cross-connection existed, the location, the cause, steps taken to eliminate the cross-connection, whether reclaimed water was consumed, and reports of possible illness, whether the drinking water system was contaminated and the steps taken to clear the drinking water system, when the cross-connection was eliminated, plan of action for testing for other possible cross-connections in the area, and an evaluation of the cross-connection control and inspection program to ensure that future cross-connections do not occur.

   [62-555.360][62-620.610(20)]

8. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.469(7), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. Underground piping which is not manufactured of metal or concrete shall be color coded using Pantone Purple 522C using light stable colorants. Underground metal and concrete pipe shall be color coded or marked using purple as the predominant color. *[62-610.469(7)]*

9. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. *[62-610.471(3)]*

10. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. *[62-610.471(1), (2), (5), and (7)]*

11. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. *[62-610.469(4)]*

12. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. *[62-610.471(6)]*

13. A setback distance of 100 feet shall be maintained from indoor aesthetic features using reclaimed water to adjacent indoor public eating and drinking facilities. *[62-610.471(8)]*

14. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. *[62-610.468(2)]*

15. All new advisory signs and labels on vaults, service boxes, or compartments that house hose bibbs along with all labels on hose bibbs, valves, and outlets shall bear the words "do not drink" and "no beber" along with the equivalent standard international symbol. In addition to the words "do not drink" and "no beber," advisory signs posted at storage ponds and decorative water features shall also bear the words "do not swim" and "no nadar" along with the equivalent standard international symbols. Existing advisory signs and labels shall be retrofitted, modified, or replaced in order to comply with the revised wording requirements. For existing advisory signs and labels this retrofit, modification, or replacement shall occur within 365 days after the date of this permit. For labels on existing vaults, service boxes, or compartments housing hose bibbs this retrofit, modification, or replacement shall occur within 730 days after the date of this permit. *[62-610.468, 62-610.469]*

16. The permittee shall ensure that users of reclaimed water are informed about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. Notification is required at the time of initial connection to the reclaimed water distribution system and annually after the reuse system is placed into operation. A description of on-going public notification activities shall be included in the Annual Reuse Report. *[62-610.468(6)]*

17. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.414(8)]*

18. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

Supplemental Water Supplies - Ground Water

19. An approved backflow prevention device, as described in Rule 62-555.360, F.A.C., shall be provided on the pipe from each well connected into the reclaimed water system. *[62-610.472(4)]*

20. The supplemental water supply pipes and appurtenances shall be color coded and marked to differentiate them from the reclaimed water and potable water facilities. *[62-610.472(4)]*

21. Facilities used to connect supplemental water supplies into the reclaimed water distribution system shall be located and documented in the record drawings for the reuse system. *[62-610.472(7)]*

<u>Blending of Concentrate with Reclaimed Water</u>

22. Demineralization concentrate from Ormond Beach Water Treatment Plant may be blended with the treated reclaimed water. Concentrate shall be blended with the reclaimed water at final plant effluent/reclaim water. *[62-610.865]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category I, Class A facility and, at a minimum, operators with appropriate certification must be on the site as follows:

   A Class C or higher operator 24 hours/day for 7 days/week. The lead/chief operator must be a Class A operator.

   [62-620.630(3)][62-699.310] [62-610.462]

2. The lead/chief operator shall be employed at the plant full time. "Full time" shall mean at least 4 days per week, working a minimum of 35 hours per week, including leave time. A licensed operator shall be on-site and in charge of each required shift for periods of required staffing time when the lead/chief operator is not on-site. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(10), (6) and (1)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*

2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by this permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;

   d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

   e. A copy of the current wastewater facility permit;

   f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;

   g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;

   h. Copies of the licenses of the current certified operators;

i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and

j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Complete the conversion of the RW EQ tank to a supplemental chlorine contact chamber	01/01/2021

[62-620.320(6)]

2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:

   a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

   b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

   Please note, effluent testing shall be conducted for each outfall in accordance with the instructions provided in Sections 3.A.12., 13., and 14. of the application form. A minimum of three samples shall be taken within four and one-half years prior to the date of the permit application and must be representative of the seasonal variation in the discharge from each outfall. *[62-620.335(1) - (4)]*

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

A. Implementation Requirements

1. The permittee shall function as the Control Authority and shall be responsible for the performance of all pretreatment program requirements contained in Chapter 62-625, F.A.C. The permittee shall be subject to enforcement actions, penalties, and other remedies by the Department or other appropriate parties. The permittee shall implement and enforce its Approved Pretreatment Program. The permittee's Approved Pretreatment Program is hereby made an enforceable condition of this permit. The Department may initiate enforcement action against an industrial user for noncompliance with applicable standards and requirements. *[62-625.500]*

2. The permittee shall enforce the requirements promulgated under Sections 307(b), 307(c), 307(d), and 402(b) of the Act. The permittee shall cause industrial users subject to Federal Categorical Standards to achieve compliance no later than the date specified in those requirements or, in the case of new industrial users, upon commencement of the discharge. *[62-625.410]*

3. The permittee shall perform the pretreatment functions as required in Chapter 62-625, F.A.C., including, but not limited to, the following:

   a. Implementing the necessary legal authorities as provided in Rule 62-625.500(2)(a), F.A.C. This includes, among other things, the authority to require compliance with applicable pretreatment standards, which includes general prohibitions listed in Rule 62-625.400(1), F.A.C., specific prohibitions in Rule 62-625.400(2), F.A.C., locally developed limits as required by Rules 62-625.400(3) and (4), F.A.C., and national categorical limits in accordance with Rule 62-625.410, F.A.C.;

   b. Implementing the programmatic functions as required under Rule 62-625.500(2)(b), F.A.C.;

   c. Providing the required funding, equipment, and personnel to implement the pretreatment program as provided in Rules 62-625.500(2), (3), and (4)., F.A.C.; and

   d. Providing a written technical evaluation that local limits have been developed in accordance with Rule 62-625.400(3)(a), F.A.C. The evaluation shall verify whether existing local limits protect the wastewater facilities, and if not, the permittee shall develop new local limits as part of the evaluation in accordance with Rule 62-625.600(16), F.A.C. For new local limits, a plan of study shall be submitted to the Department prior to initiating sampling required to develop the new local limits. This evaluation shall be submitted to the Department at the address in the condition below as required by the approved Industrial Pretreatment Program, or 180 days prior to the expiration of this permit.

   [62-625.400 and .500]

4. As required by Rules 62-625.600(8) and (12), F.A.C., the permittee shall submit a signed copy of the annual report for pretreatment activities, including DMRs for Monitoring Site Numbers PRT-I, PRT-E, and PRT-R for this facility, to the Department at the following address:

   Florida Department of Environmental Protection
   Domestic Wastewater Section, Mail Station 3540
   Bob Martinez Center
   2600 Blair Stone Road
   Tallahassee, Florida 32399-2400

   The annual report shall contain the information required in accordance with Rule 62-625.600(8), F.A.C., except section (8)(f) as noted below, and shall describe the permittee's pretreatment activities for the reporting year. In the event that the permittee is not in compliance with any conditions or requirements of the pretreatment program, then the permittee shall also include the reasons for noncompliance and state how and when the permittee shall comply with such conditions and requirements.

   In order to comply with Rule 62-625.600(8)(f), F.A.C., the permittee shall submit annual DMRs with the analytical results of influent, effluent, and residuals for those pollutants listed on the DMRs. For any other nonpriority pollutants which the permittee believes may be causing or contributing to interference, pass through, or adversely impacting residuals quality, the annual report shall provide a summary of all analytical results of influent, effluent, and residuals. The annual report and DMRs are due on February 1 of each year, to cover a period between January 1 to December 31. *[62-625.600(8) and (12)]*

5. No additional facilities are covered by the Ormond Beach WRF (FL0020532) pretreatment program.

6. Samples for Monitoring Site Numbers PRT-I, PRT-E, and PRT-R shall be taken at the monitoring site locations described below:

Monitoring Location Site Number	**Description of Monitoring Location**
PRT-I	Influent
PRT-E	Effluent
PRT-R	Residuals

VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*

2. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*

3. All collection/transmission systems shall be operated and maintained so as to provide uninterrupted service. *[62-604.500(2)]*

4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*

5. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*

6. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*

7. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*

8. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

   a. Which may cause fire or explosion hazards; or

   b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

   c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

   d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding $40^{o}C$ or otherwise inhibiting treatment; or

   e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

   [62-604.130(5)]

9. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*

10. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

11. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

12. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

   a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

   b. Have access to and copy any records that shall be kept under the conditions of this permit;

   c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

   d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

   [62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

    a. A description of the anticipated noncompliance;

    b. The period of the anticipated noncompliance, including dates and times; and

    c. Steps being taken to prevent future occurrence of the noncompliance.

    [62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

    b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

    c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

    d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

    e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

    f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

    [62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (sanitary sewer overflows or bypass events), type of sewer overflow (e.g., manhole), discharge volumes by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at http://www.fldepportal.com/go/ (via "Submit" followed by "Report" or "Registration/Notification"). Notice required under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after December 21, 2020 shall be submitted electronically.

(a) The following shall be included as information which must be reported within 24 hours under this condition:

1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,

2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,

3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and

4. Any unauthorized discharge to surface or ground waters.

(b) Oral reports as required by this subsection shall be provided as follows:

1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:

   a. Name, address, and telephone number of person reporting;

   b. Name, address, and telephone number of permittee or responsible person for the discharge;

   c. Date and time of the discharge and status of discharge (ongoing or ceased);

   d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);

   e. Estimated amount of the discharge;

   f. Location or address of the discharge;

   g. Source and cause of the discharge;

   h. Whether the discharge was contained on-site, and cleanup actions taken to date;

   i. Description of area affected by the discharge, including name of water body affected, if any; and

   j. Other persons or agencies contacted.

2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.

(c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

(d) In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the StateWatch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at https://floridadep.gov/pollutionnotice.

1. If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit additional notice to the Department documenting such determination.

2. If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee

must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[62-620.610(20)] [62-620.100(3)] [403.077, F.S.]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

    a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.

    b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:

        (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and

        (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

        (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.

    c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

    d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.

    e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

    [62-620.610(22)]

23. Upset Provisions.

    a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.

        (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.

        (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

    b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:

        (1) An upset occurred and that the permittee can identify the cause(s) of the upset;

        (2) The permitted facility was at the time being properly operated;

        (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and

        (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Reggie Phillips
Environmental Administrator
Permitting and Waste Cleanup Program

Attachment(s):
Discharge Monitoring Report
Pathogen Monitoring Report Form
Map of the General Reuse Service Area

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME:	City of Ormond Beach	PERMIT NUMBER:	FL0020532-023-DW1P	**Effective Date of DMR**	**July 1, 2020**
MAILING ADDRESS:	22 S Beach St Ormond Beach, Florida 32174- 6386	LIMIT:	Final	REPORT FREQUENCY:	Monthly
		CLASS SIZE:	MA	PROGRAM:	Domestic
FACILITY:	Ormond Beach WRF	MONITORING GROUP NUMBER:	D-001		
LOCATION:	550 N Orchard St Ormond Beach, FL 32174-9512	MONITORING GROUP DESCRIPTION:	Discharge to Halifax River		
		RE-SUBMITTED DMR: ☐			
		NO DISCHARGE FROM SITE: ☐			
COUNTY:	Volusia	MONITORING PERIOD From:	_____ To:	_____	
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement		6.0 (An.Avg.)	MGD						Continuous	Calculated
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Calculated
Flow	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-10	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 Q Mon. Site No. FLW-10	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 R Mon. Site No. FLW-6	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 S Mon. Site No. FLW-6	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: D-001

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFD-1	Permit Requirement					5.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 1 Mon. Site No. EFD-1	Permit Requirement				10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFD-1	Permit Requirement					5.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 1 Mon. Site No. EFD-1	Permit Requirement				10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement					200 (An.Avg.)		#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement				800 (Max.)	400 (90th %)	200 (Mo.Geo.Mn.)	#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 P Mon. Site No. EFA-2	Permit Requirement					200 (An.Avg.)		#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Q Mon. Site No. EFA-2	Permit Requirement				800 (Max.)	400 (90th %)	200 (Mo.Geo.Mn.)	#/100mL		5 Days/Week	Grab
Enterococci	Sample Measurement										
PARM Code 31639 1 Mon. Site No. EFD-1	Permit Requirement					35 (Mo.Geo.Mn.)	130 (90th %)	#/100mL		5 Days/Week	Grab
pH	Sample Measurement										
PARM Code 00400 1 Mon. Site No. EFD-1	Permit Requirement				6.5 (Min.)		8.5 (Max.)	s.u.		Continuous	Meter

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: D-001

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				0.5 (Min.)			mg/L		Continuous	Meter
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 P Mon. Site No. EFA-2	Permit Requirement				0.5 (Min.)			mg/L		Continuous	Meter
Chlorine, Total Residual (For Dechlorination)	Sample Measurement										
PARM Code 50060 1 Mon. Site No. EFD-1	Permit Requirement						0.01 (Max.)	mg/L		Daily; 24 hours	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 1 Mon. Site No. EFD-1	Permit Requirement				6.0 (Max.)	4.5 (Max.Wk.Avg.)	3.0 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 1 Mon. Site No. EFD-1	Permit Requirement				2.0 (Max.)	1.5 (Max.Wk.Avg.)	1.0 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Oxygen, Dissolved (DO)	Sample Measurement										
PARM Code 00300 1 Mon. Site No. EFD-1	Permit Requirement				4.0 (Min.)			mg/L		Daily; 24 hours	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 P Mon. Site No. EFD-1	Permit Requirement	Report (Mo.Total)	54831 (An.Total)	lb/yr						Monthly	Calculated
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 P Mon. Site No. EFD-1	Permit Requirement	Report (Mo.Total)	18278 (An.Total)	lb/yr						Monthly	Calculated
LC50 STATRE 96HOUR ACUTE Ceriodaphnia dubia (Routine)	Sample Measurement										
PARM Code TAN3B P Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		Semi-Annually; twice per year	4 grabs/24 hr.
LC50 STATRE 96HOUR ACUTE Ceriodaphnia dubia (Additional)	Sample Measurement										
PARM Code TAN3B Q Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: D-001

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
LC50 STATRE 96HOUR ACUTE Ceriodaphnia dubia (Additional)	Sample Measurement										
PARM Code TAN3B R Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit
LC50 STATRE 96HOUR ACUTE Cyprinella leedsi (Routine)	Sample Measurement										
PARM Code TAN6H P Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		Semi-Annually; twice per year	4 grabs/24 hr.
LC50 STATRE 96HOUR ACUTE Cyprinella leedsi (Additional)	Sample Measurement										
PARM Code TAN6H Q Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit
LC50 STATRE 96HOUR ACUTE Cyprinella leedsi (Additional)	Sample Measurement										
PARM Code TAN6H R Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit
Dichlorobromomethane	Sample Measurement										
PARM Code 32101 Y Mon. Site No. EFD-1	Permit Requirement					100 (An.Avg.)		ug/L		Monthly	Grab
Enterococci	Sample Measurement										
PARM Code 31639 P Mon. Site No. EFD-1	Permit Requirement					35 (Mo.Geo.Mn.)	104 (Max.)	#/100mL		5 Days/Week	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: R-001
MONITORING GROUP DESCRIPTION: Public Access Reuse, with Influent
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-2	Permit Requirement		10.0 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-2	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement					20.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 B Mon. Site No. EFB-1	Permit Requirement						5.0 (Max.)	mg/L		Daily; 24 hours	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement						25 (Max.)	#/100mL		Daily; 24 hours	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal, % less than detection	Sample Measurement										
PARM Code 51005 A Mon. Site No. EFA-1	Permit Requirement				75 (Min.Mo.Total)			percent		Daily; 24 hours	Calculated
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		Continuous	Meter
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement										
PARM Code 00070 B Mon. Site No. EFB-1	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow (Ground Water from Hunters Ridge Well)	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-7	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Ground Water from Hunters Ridge Well)	Sample Measurement										
PARM Code 50050 Q Mon. Site No. FLW-7	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Ground Water from Breakaway Trails Well)	Sample Measurement										
PARM Code 50050 R Mon. Site No. FLW-7	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Ground Water from Breakaway Trails Well)	Sample Measurement										
PARM Code 50050 S Mon. Site No. FLW-7	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Concentrate)	Sample Measurement										
PARM Code 50050 T Mon. Site No. FLW-3	Permit Requirement		1.0 (An.Avg.)	MGD						Continuous	Meter
Flow (Concentrate)	Sample Measurement										
PARM Code 50050 U Mon. Site No. FLW-3	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Meter

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		mg/L		Weekly	24-hr FPC
Nitrogen, Total	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement						Report (Mo.Avg.)	mg/L		Weekly	24-hr FPC
Solids, Total Suspended (Blend)	Sample Measurement										
PARM Code 00530 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		mg/L		Weekly	24-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement						Report (Mo.Avg.)	mg/L		Weekly	24-hr FPC
pH (Blend)	Sample Measurement										
PARM Code 00400 P Mon. Site No. OTH-1	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Weekly	Grab
Specific Conductance (Blend)	Sample Measurement										
PARM Code 00095 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	umhos/cm		Continuous	Meter
Fluoride, Total (as F) (Blend)	Sample Measurement										
PARM Code 00951 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Blend Ratio (1:2.5 Max Concentrate:Reclaimed)	Sample Measurement										
PARM Code 51133 P Mon. Site No. CAL-2	Permit Requirement						0.40 (Max.)	ratio		Continuous	Calculated
Sodium Adsorption Ratio (Blend)	Sample Measurement										
PARM Code 00931 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	ratio		Weekly	Calculated

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Sodium, Total Recoverable (Blend)	Sample Measurement										
PARM Code 00923 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Magnesium, Total Recoverable (Blend)	Sample Measurement										
PARM Code 00921 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Calcium, Total Recoverable (Blend)	Sample Measurement										
PARM Code 00918 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Chloride (as Cl) (Blend)	Sample Measurement										
PARM Code 00940 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Solids, Total Dissolved (TDS) (Blend)	Sample Measurement										
PARM Code 70295 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Flow (total through plant)	Sample Measurement										
PARM Code 50050 G Mon. Site No. INF-1	Permit Requirement		8.0 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (total through plant)	Sample Measurement										
PARM Code 50050 V Mon. Site No. INF-1	Permit Requirement	Report (Qt.Avg.)	Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement										
PARM Code 00180 G Mon. Site No. INF-1	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement										
PARM Code 80082 G Mon. Site No. INF-2	Permit Requirement						Report (Max.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement										
PARM Code 00530 G Mon. Site No. INF-2	Permit Requirement						Report (Max.)	mg/L		5 Days/Week	24-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME:	Ormond Beach, City of	PERMIT NUMBER:	FL0020532-023-DW1P		
MAILING ADDRESS:	22 S Beach St Ormond Beach, Florida 32174- 6386	LIMIT:	Final	REPORT FREQUENCY:	Quarterly
		CLASS SIZE:	MA	PROGRAM:	Domestic
FACILITY:	Ormond Beach WRF	MONITORING GROUP NUMBER:	R-001		
LOCATION:	550 N Orchard St Ormond Beach, FL 32174-9512	MONITORING GROUP DESCRIPTION:	Public Access Reuse		
		RE-SUBMITTED DMR:	☐		
		NO DISCHARGE FROM SITE:	☐		
COUNTY:	Volusia	MONITORING PERIOD From:	_____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal (Ground Water from Hunters Ridge Well)	Sample Measurement										
PARM Code 74055 P Mon. Site No. OTH-2	Permit Requirement						Report (Max.)	#/100mL		Quarterly	Grab
Coliform, Fecal (Ground Water from Breakaway Trails Well)	Sample Measurement										
PARM Code 74055 Q Mon. Site No. OTH-3	Permit Requirement						Report (Max.)	#/100mL		Quarterly	Grab

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Biosolids Quantity
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: PRT-I
MONITORING GROUP DESCRIPTION: Influent Pretreatment
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Annually
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement										
PARM Code 00400 G Mon. Site No. PRT-I	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Annually	Grab
Oil and Grease, hexane extr method	Sample Measurement										
PARM Code 00552 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/L		Annually	Grab
Benzene	Sample Measurement										
PARM Code 34030 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Bromoform	Sample Measurement										
PARM Code 32104 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride	Sample Measurement										
PARM Code 32102 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chlorobenzene	Sample Measurement										
PARM Code 34301 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

*FOR THOSE PARAMETERS THAT ARE SAMPLED ANNUALLY, THE MAXIMUM AND AVERAGE CONCENTRATIONS ARE EQUIVALENT AND SHALL BE REPORTED AS SUCH ON THE DMR.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Chlorodibromomethane	Sample Measurement										
PARM Code 34306 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chloroethane	Sample Measurement										
PARM Code 85811 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
2-chloroethyl vinyl ether (mixed)	Sample Measurement										
PARM Code 34576 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chloroform	Sample Measurement										
PARM Code 32106 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Dichlorobromomethane	Sample Measurement										
PARM Code 32101 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene	Sample Measurement										
PARM Code 34536 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,3-dichlorobenzene	Sample Measurement										
PARM Code 34566 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene	Sample Measurement										
PARM Code 34571 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1-dichloroethane	Sample Measurement										
PARM Code 34496 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane	Sample Measurement										
PARM Code 32103 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,1-dichloroethylene	Sample Measurement										
PARM Code 34501 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane	Sample Measurement										
PARM Code 34541 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,3-dichloropropene	Sample Measurement										
PARM Code 77163 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Ethylbenzene	Sample Measurement										
PARM Code 34371 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Methyl bromide	Sample Measurement										
PARM Code 34413 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Methyl chloride	Sample Measurement										
PARM Code 34418 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Methylene chloride	Sample Measurement										
PARM Code 34423 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1,2,2-tetrachloroethane	Sample Measurement										
PARM Code 34516 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene	Sample Measurement										
PARM Code 34475 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Toluene	Sample Measurement										
PARM Code 34010 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,2-trans-dichloroethylene	Sample Measurement										
PARM Code 34546 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane	Sample Measurement										
PARM Code 34506 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane	Sample Measurement										
PARM Code 34511 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Trichloroethylene	Sample Measurement										
PARM Code 39180 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Vinyl chloride	Sample Measurement										
PARM Code 39175 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
2-chlorophenol	Sample Measurement										
PARM Code 34586 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenol	Sample Measurement										
PARM Code 34601 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dimethylphenol	Sample Measurement										
PARM Code 34606 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,6-dinitro-o-cresol	Sample Measurement										
PARM Code 34657 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dinitrophenol	Sample Measurement										
PARM Code 34616 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2-nitrophenol	Sample Measurement										
PARM Code 34591 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4-nitrophenol	Sample Measurement										
PARM Code 34646 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
p-chloro-m-cresol	Sample Measurement										
PARM Code 82627 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Pentachlorophenol	Sample Measurement										
PARM Code 39032 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Phenol, Single Compound	Sample Measurement										
PARM Code 34694 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4,6-trichlorophenol	Sample Measurement										
PARM Code 34621 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Acenaphthene	Sample Measurement										
PARM Code 34205 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Acenaphthylene	Sample Measurement										
PARM Code 34200 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Anthracene	Sample Measurement										
PARM Code 34220 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzidine	Sample Measurement										
PARM Code 39120 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Benzo(a)anthracene	Sample Measurement										
PARM Code 34526 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene	Sample Measurement										
PARM Code 34247 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(b)fluoranthene (3,4-benzo)	Sample Measurement										
PARM Code 79531 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(ghi)perylene	Sample Measurement										
PARM Code 34521 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(k)fluoranthene	Sample Measurement										
PARM Code 34242 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-chloroethoxy) methane	Sample Measurement										
PARM Code 34278 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-chloroethyl) ether	Sample Measurement										
PARM Code 34273 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-chloroisopropyl) ether	Sample Measurement										
PARM Code 34283 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate	Sample Measurement										
PARM Code 39100 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4-bromophenyl phenyl ether	Sample Measurement										
PARM Code 34636 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Butyl benzyl phthalate	Sample Measurement										
PARM Code 34292 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2-chloronaphthalene	Sample Measurement										
PARM Code 34581 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4-chlorophenyl phenyl ether	Sample Measurement										
PARM Code 34641 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Chrysene	Sample Measurement										
PARM Code 34320 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Dibenzo (a,h) anthracene	Sample Measurement										
PARM Code 34556 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
3,3'-dichlorobenzidine	Sample Measurement										
PARM Code 34631 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Diethyl phthalate	Sample Measurement										
PARM Code 34336 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Dimethyl phthalate	Sample Measurement										
PARM Code 34341 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Di-n-butyl phthalate	Sample Measurement										
PARM Code 39110 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dinitrotoluene	Sample Measurement										
PARM Code 34611 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2,6-dinitrotoluene	Sample Measurement										
PARM Code 34626 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Di-n-octyl phthalate	Sample Measurement										
PARM Code 34596 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
1,2-diphenylhydrazine	Sample Measurement										
PARM Code 34346 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Fluoranthene	Sample Measurement										
PARM Code 34376 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Fluorene	Sample Measurement										
PARM Code 34381 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobenzene	Sample Measurement										
PARM Code 39700 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobutadiene	Sample Measurement										
PARM Code 39702 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene	Sample Measurement										
PARM Code 34386 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachloroethane	Sample Measurement										
PARM Code 34396 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Indeno (1,2,3-Cd) pyrene	Sample Measurement										
PARM Code 34403 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Isophorone	Sample Measurement										
PARM Code 34408 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Naphthalene	Sample Measurement										
PARM Code 34696 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Nitrobenzene	Sample Measurement										
PARM Code 34447 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
N-nitrosodimethylamine	Sample Measurement										
PARM Code 34438 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
N-nitrosodi-n-propylamine	Sample Measurement										
PARM Code 34428 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
N-nitrosodiphenylamine	Sample Measurement										
PARM Code 34433 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Phenanthrene	Sample Measurement										
PARM Code 34461 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Pyrene	Sample Measurement										
PARM Code 34469 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
1,2,4-trichlorobenzene	Sample Measurement										
PARM Code 34551 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Aldrin	Sample Measurement										
PARM Code 39330 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Alpha-bhc	Sample Measurement										
PARM Code 39336 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
B-bhc-beta	Sample Measurement										
PARM Code 39338 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Gamma BHC (Lindane)	Sample Measurement										
PARM Code 39782 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Delta benzene hexachloride	Sample Measurement										
PARM Code 34259 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)	Sample Measurement										
PARM Code 39350 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,4'-DDT (p,p'-DDT)	Sample Measurement										
PARM Code 39300 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,4'-DDE (p,p'-DDE)	Sample Measurement										
PARM Code 39320 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,4'-DDD (p,p'-DDD)	Sample Measurement										
PARM Code 39310 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Dieldrin	Sample Measurement										
PARM Code 39380 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
A-endosulfan-alpha	Sample Measurement										
PARM Code 34361 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
B-endosulfan-beta	Sample Measurement										
PARM Code 34356 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Endosulfan sulfate	Sample Measurement										
PARM Code 34351 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Endrin	Sample Measurement										
PARM Code 39390 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Endrin aldehyde	Sample Measurement										
PARM Code 34366 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor	Sample Measurement										
PARM Code 39410 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor epoxide	Sample Measurement										
PARM Code 39420 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1242	Sample Measurement										
PARM Code 39496 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1254	Sample Measurement										
PARM Code 39504 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1221	Sample Measurement										
PARM Code 39488 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1232	Sample Measurement										
PARM Code 39492 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
PCB-1248	Sample Measurement										
PARM Code 39500 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1260	Sample Measurement										
PARM Code 39508 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1016	Sample Measurement										
PARM Code 34671 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene	Sample Measurement										
PARM Code 39400 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Antimony, Total Recoverable	Sample Measurement										
PARM Code 01268 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable	Sample Measurement										
PARM Code 00978 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable	Sample Measurement										
PARM Code 00998 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable	Sample Measurement										
PARM Code 01113 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable	Sample Measurement										
PARM Code 01118 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Copper, Total Recoverable	Sample Measurement										
PARM Code 01119 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Total Recoverable	Sample Measurement										
PARM Code 01114 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable	Sample Measurement										
PARM Code 71901 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Nickel, Total Recoverable	Sample Measurement										
PARM Code 01074 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Selenium, Total Recoverable	Sample Measurement										
PARM Code 00981 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Silver, Total Recoverable	Sample Measurement										
PARM Code 01079 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Thallium, Total Recoverable	Sample Measurement										
PARM Code 00982 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Zinc, Total Recoverable	Sample Measurement										
PARM Code 01094 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Cyanide, Total Recoverable	Sample Measurement										
PARM Code 78248 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Phenolic Compounds, Total Recoverable	Sample Measurement										
PARM Code 70029 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME:	Ormond Beach, City of	PERMIT NUMBER:	FL0020532-023-DW1P		
MAILING ADDRESS:	22 S Beach St Ormond Beach, Florida 32174- 6386	LIMIT:	Final	REPORT FREQUENCY:	Annually
		CLASS SIZE:	MA	PROGRAM:	Domestic
FACILITY:	Ormond Beach WRF	MONITORING GROUP NUMBER:	PRT-E		
LOCATION:	550 N Orchard St Ormond Beach, FL 32174-9512	MONITORING GROUP DESCRIPTION:	Effluent Pretreatment		
		RE-SUBMITTED DMR:	☐		
		NO DISCHARGE FROM SITE:	☐		
COUNTY:	Volusia	MONITORING PERIOD From:	_____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement										
PARM Code 00400 1 Mon. Site No. PRT-E	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Annually	Grab
Oil and Grease, hexane extr method	Sample Measurement										
PARM Code 00552 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/L		Annually	Grab
Benzene	Sample Measurement										
PARM Code 34030 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Bromoform	Sample Measurement										
PARM Code 32104 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride	Sample Measurement										
PARM Code 32102 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chlorobenzene	Sample Measurement										
PARM Code 34301 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

*FOR THOSE PARAMETERS THAT ARE SAMPLED ANNUALLY, THE MAXIMUM AND AVERAGE CONCENTRATIONS ARE EQUIVALENT AND SHALL BE REPORTED AS SUCH ON THE DMR.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Chlorodibromomethane	Sample Measurement										
PARM Code 34306 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chloroethane	Sample Measurement										
PARM Code 85811 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
2-chloroethyl vinyl ether (mixed)	Sample Measurement										
PARM Code 34576 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chloroform	Sample Measurement										
PARM Code 32106 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Dichlorobromomethane	Sample Measurement										
PARM Code 32101 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene	Sample Measurement										
PARM Code 34536 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,3-dichlorobenzene	Sample Measurement										
PARM Code 34566 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene	Sample Measurement										
PARM Code 34571 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1-dichloroethane	Sample Measurement										
PARM Code 34496 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane	Sample Measurement										
PARM Code 32103 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,1-dichloroethylene	Sample Measurement										
PARM Code 34501 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane	Sample Measurement										
PARM Code 34541 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,3-dichloropropene	Sample Measurement										
PARM Code 77163 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Ethylbenzene	Sample Measurement										
PARM Code 34371 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Methyl bromide	Sample Measurement										
PARM Code 34413 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Methyl chloride	Sample Measurement										
PARM Code 34418 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Methylene chloride	Sample Measurement										
PARM Code 34423 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1,2,2-tetrachloroethane	Sample Measurement										
PARM Code 34516 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene	Sample Measurement										
PARM Code 34475 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Toluene	Sample Measurement										
PARM Code 34010 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,2-trans-dichloroethylene	Sample Measurement										
PARM Code 34546 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane	Sample Measurement										
PARM Code 34506 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane	Sample Measurement										
PARM Code 34511 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Trichloroethylene	Sample Measurement										
PARM Code 39180 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Vinyl chloride	Sample Measurement										
PARM Code 39175 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
2-chlorophenol	Sample Measurement										
PARM Code 34586 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenol	Sample Measurement										
PARM Code 34601 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dimethylphenol	Sample Measurement										
PARM Code 34606 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,6-dinitro-o-cresol	Sample Measurement										
PARM Code 34657 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dinitrophenol	Sample Measurement										
PARM Code 34616 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2-nitrophenol	Sample Measurement										
PARM Code 34591 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4-nitrophenol	Sample Measurement										
PARM Code 34646 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
p-chloro-m-cresol	Sample Measurement										
PARM Code 82627 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Pentachlorophenol	Sample Measurement										
PARM Code 39032 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Phenol, Single Compound	Sample Measurement										
PARM Code 34694 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4,6-trichlorophenol	Sample Measurement										
PARM Code 34621 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Acenaphthene	Sample Measurement										
PARM Code 34205 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Acenaphthylene	Sample Measurement										
PARM Code 34200 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Anthracene	Sample Measurement										
PARM Code 34220 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzidine	Sample Measurement										
PARM Code 39120 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Benzo(a)anthracene	Sample Measurement										
PARM Code 34526 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene	Sample Measurement										
PARM Code 34247 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(b)fluoranthene (3,4-benzo)	Sample Measurement										
PARM Code 79531 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(ghi)perylene	Sample Measurement										
PARM Code 34521 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(k)fluoranthene	Sample Measurement										
PARM Code 34242 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-chloroethoxy) methane	Sample Measurement										
PARM Code 34278 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-chloroethyl) ether	Sample Measurement										
PARM Code 34273 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-chloroisopropyl) ether	Sample Measurement										
PARM Code 34283 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate	Sample Measurement										
PARM Code 39100 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4-bromophenyl phenyl ether	Sample Measurement										
PARM Code 34636 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Butyl benzyl phthalate	Sample Measurement										
PARM Code 34292 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2-chloronaphthalene	Sample Measurement										
PARM Code 34581 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4-chlorophenyl phenyl ether	Sample Measurement										
PARM Code 34641 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Chrysene	Sample Measurement										
PARM Code 34320 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Dibenzo (a,h) anthracene	Sample Measurement										
PARM Code 34556 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
3,3'-dichlorobenzidine	Sample Measurement										
PARM Code 34631 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Diethyl phthalate	Sample Measurement										
PARM Code 34336 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Dimethyl phthalate	Sample Measurement										
PARM Code 34341 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Di-n-butyl phthalate	Sample Measurement										
PARM Code 39110 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dinitrotoluene	Sample Measurement										
PARM Code 34611 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2,6-dinitrotoluene	Sample Measurement										
PARM Code 34626 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Di-n-octyl phthalate	Sample Measurement										
PARM Code 34596 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
1,2-diphenylhydrazine	Sample Measurement										
PARM Code 34346 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Fluoranthene	Sample Measurement										
PARM Code 34376 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Fluorene	Sample Measurement										
PARM Code 34381 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobenzene	Sample Measurement										
PARM Code 39700 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobutadiene	Sample Measurement										
PARM Code 39702 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene	Sample Measurement										
PARM Code 34386 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Hexachloroethane	Sample Measurement										
PARM Code 34396 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Indeno (1,2,3-Cd) pyrene	Sample Measurement										
PARM Code 34403 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Isophorone	Sample Measurement										
PARM Code 34408 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Naphthalene	Sample Measurement										
PARM Code 34696 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Nitrobenzene	Sample Measurement										
PARM Code 34447 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
N-nitrosodimethylamine	Sample Measurement										
PARM Code 34438 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
N-nitrosodi-n-propylamine	Sample Measurement										
PARM Code 34428 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
N-nitrosodiphenylamine	Sample Measurement										
PARM Code 34433 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Phenanthrene	Sample Measurement										
PARM Code 34461 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Pyrene	Sample Measurement										
PARM Code 34469 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
1,2,4-trichlorobenzene	Sample Measurement										
PARM Code 34551 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Aldrin	Sample Measurement										
PARM Code 39330 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Alpha-bhc	Sample Measurement										
PARM Code 39336 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
B-bhc-beta	Sample Measurement										
PARM Code 39338 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Gamma BHC (Lindane)	Sample Measurement										
PARM Code 39782 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Delta benzene hexachloride	Sample Measurement										
PARM Code 34259 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)	Sample Measurement										
PARM Code 39350 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,4'-DDT (p,p'-DDT)	Sample Measurement										
PARM Code 39300 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,4'-DDE (p,p'-DDE)	Sample Measurement										
PARM Code 39320 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
4,4'-DDD (p,p'-DDD)	Sample Measurement										
PARM Code 39310 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Dieldrin	Sample Measurement										
PARM Code 39380 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
A-endosulfan-alpha	Sample Measurement										
PARM Code 34361 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
B-endosulfan-beta	Sample Measurement										
PARM Code 34356 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Endosulfan sulfate	Sample Measurement										
PARM Code 34351 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Endrin	Sample Measurement										
PARM Code 39390 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Endrin aldehyde	Sample Measurement										
PARM Code 34366 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor	Sample Measurement										
PARM Code 39410 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor epoxide	Sample Measurement										
PARM Code 39420 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1242	Sample Measurement										
PARM Code 39496 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1254	Sample Measurement										
PARM Code 39504 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1221	Sample Measurement										
PARM Code 39488 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1232	Sample Measurement										
PARM Code 39492 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
PCB-1248	Sample Measurement										
PARM Code 39500 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1260	Sample Measurement										
PARM Code 39508 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
PCB-1016	Sample Measurement										
PARM Code 34671 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene	Sample Measurement										
PARM Code 39400 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Antimony, Total Recoverable	Sample Measurement										
PARM Code 01268 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable	Sample Measurement										
PARM Code 00978 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable	Sample Measurement										
PARM Code 00998 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable	Sample Measurement										
PARM Code 01113 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable	Sample Measurement										
PARM Code 01118 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Copper, Total Recoverable	Sample Measurement										
PARM Code 01119 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Total Recoverable	Sample Measurement										
PARM Code 01114 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable	Sample Measurement										
PARM Code 71901 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Nickel, Total Recoverable	Sample Measurement										
PARM Code 01074 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Selenium, Total Recoverable	Sample Measurement										
PARM Code 00981 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Silver, Total Recoverable	Sample Measurement										
PARM Code 01079 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Thallium, Total Recoverable	Sample Measurement										
PARM Code 00982 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Zinc, Total Recoverable	Sample Measurement										
PARM Code 01094 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	24-hr FPC
Cyanide, Total Recoverable	Sample Measurement										
PARM Code 78248 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Phenolic Compounds, Total Recoverable	Sample Measurement										
PARM Code 70029 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: PRT-R
MONITORING GROUP DESCRIPTION: Residuals Pretreatment
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Annually
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Arsenic Total, Dry Weight, Sludge	Sample Measurement										
PARM Code 49565 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Cadmium, Sludge, Tot. Dry Wt. (Cd)	Sample Measurement										
PARM Code 78476 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Copper, Sludge, Tot, Dry Wt. (as Cu)	Sample Measurement										
PARM Code 78475 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Lead, Dry Weight	Sample Measurement										
PARM Code 78468 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Mercury, Dry Weight	Sample Measurement										
PARM Code 78471 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Molybdenum, Dry Weight	Sample Measurement										
PARM Code 78465 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite

*FOR THOSE PARAMETERS THAT ARE SAMPLED ANNUALLY, THE MAXIMUM AND AVERAGE CONCENTRATIONS ARE EQUIVALENT AND SHALL BE REPORTED AS SUCH ON THE DMR.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: PRT-R

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nickel, Dry Weight	Sample Measurement										
PARM Code 78469 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Selenium Sludge Solid	Sample Measurement										
PARM Code 61518 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Zinc, Dry Weight	Sample Measurement										
PARM Code 78467 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0020532-023-DW1P Facility: Ormond Beach WRF
Monitoring Period From: _____ To: _____

	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Calcium, Total Recoverable (Blend) mg/L	Chloride (as Cl) (Blend) mg/L	Chlorine, Total Residual (For Dechlorination) mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Coliform, Fecal #/100mL	Dichlorobromomethane ug/L
Code	80082	80082	80082	00918	00940	50060	50060	50060	74055	74055	32101
Mon. Site	INF-2	EFA-1	EFD-1	OTH-1	OTH-1	EFD-1	EFA-1	EFA-2	EFA-1	EFA-2	EFD-1
1											
2											
3											
4											
5											
6											
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28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

ISSUANCE/REISSUANCE DATE:

DEP Form 62-620.910(1

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0020532-023-DW1P Facility: Ormond Beach WRF
Monitoring Period From: _____ To: _____

	Enterococci #/100mL	Flow (Concentrate) MGD	Flow (Ground Water from Breakaway Trails Well) MGD	Flow (total through plant) MGD	Flow MGD	Flow MGD	Flow MGD	Fluoride, Total (as F) (Blend) mg/L	Magnesium, Total Recoverable (Blend) mg/L	Nitrogen, Total mg/L	Nitrogen, Total mg/L
Code	31639	50050	50050	50050	50050	50050	50050	00951	00921	00600	00600
Mon. Site	EFD-1	FLW-3	FLW-7	INF-1	FLW-10	FLW-2	FLW-6	OTH-1	OTH-1	EFA-1	EFD-1
1											
2											
3											
4											
5											
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30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0020532-023-DW1P Facility: Ormond Beach WRF
Monitoring Period From: _____ To: _____

	Oxygen, Dissolved (DO) mg/L	Phosphorus, Total (as P) mg/L	Phosphorus, Total (as P) mg/L	Sodium, Total Recoverable (Blend) mg/L	Solids, Total Dissolved (TDS) (Blend) mg/L	Solids, Total Suspended (Blend) mg/L	Solids, Total Suspended (Influent) mg/L	Solids, Total Suspended mg/L	Solids, Total Suspended mg/L	Specific Conductance (Blend) umhos/cm	Turbidity NTU
Code	00300	00665	00665	00923	70295	00530	00530	00530	00530	00095	00070
Mon. Site	EFD-1	EFA-1	EFD-1	OTH-1	OTH-1	OTH-1	INF-2	EFB-1	EFD-1	OTH-1	EFB-1
1											
2											
3											
4											
5											
6											
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31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0020532-023-DW1P Facility: Ormond Beach WRF
Monitoring Period From: _____ To: _____

	pH (Blend) s.u.	pH Min s.u.	pH Max s.u.	pH Min s.u.	pH Max s.u.						
Code	00400	00400	00400	00400	00400						
Mon. Site	OTH-1	EFA-1	EFA-1	EFD-1	EFD-1						
1											
2											
3											
4											
5											
6											
7											
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30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
Permit Number: FL0020532-023-DW1P
County: Volusia

Monitoring Well ID: MWB-1
Well Type: Background
Description: Well Name MW-1 Golf Course WAFR 7328 3064A16235
Report Frequency: Quarterly
Program: Domestic

Office: Central District

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		Report	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
pH	00400		Report	s.u.	Grab	Quarterly				
Sulfate, Total	00945		Report	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		Report	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		Report	mg/L	Grab	Quarterly				

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
Permit Number: FL0020532-023-DW1P
County: Volusia

Office: Central District

Monitoring Period From: _____ To: _____

Monitoring Well ID: MWC-2
Well Type: Compliance
Description: Well Name MW-2 Golf Course WAFR 7327 3064A16236

Report Frequency: Quarterly
Program: Domestic

Re-submitted DMR: ☐

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
Permit Number: FL0020532-023-DW1P
County: Volusia

Monitoring Well ID: MWC-3A
Well Type: Compliance
Description: Well Name MW-3A Golf Course WAFR 46550 3064A16237

Report Frequency: Quarterly
Program: Domestic

Office: Central District

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DEP Form 62-620.910(10), Effective Nov. 29, 1994

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
Permit Number: FL0020532-023-DW1P
County: Volusia

Office: Central District

Monitoring Period From: _____ To: _____

Monitoring Well ID: MWC-4
Well Type: Compliance
Description: Well Name MW-4 Golf Course WAFR 7325 3064A16238

Report Frequency: Quarterly
Program: Domestic

Re-submitted DMR: ☐

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DEP Form 62-620.910(10), Effective Nov. 29, 1994

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
Permit Number: FL0020532-023-DW1P
County: Volusia

Monitoring Well ID: MWC-5A
Well Type: Compliance
Description: Well Name MW-5A Golf Course WAFR 46551 3064A16239

Report Frequency: Quarterly
Program: Domestic

Office: Central District

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)
No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.
Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.
No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.
Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.
Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.
Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.
Time Sample Obtained: Enter the time the sample was taken.
Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.
Detection Limits: Record the detection limits of the analytical methods used.
Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.
Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)
Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).
Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.
Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.
No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.
$CBOD_5$: Enter the average $CBOD_5$ of the reclaimed water discharged during the period shown in duration of discharge.
TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.
Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.
Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.
No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.
Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia

OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: RWS-A
MONITORING GROUP DESCRIPTION: Annual Reclaimed Water or Effluent Analysis
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED:* ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Annually
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)**	Sample Measurement										
PARM Code 01268 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement										
PARM Code 00978 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement										
PARM Code 01009 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement										
PARM Code 00998 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement										
PARM Code 01113 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100)	Sample Measurement										
PARM Code 01118 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

*THE "MONITORING NOT REQUIRED" CHECKBOX SHOULD BE SELECTED WHEN A CERTIFICATION STATEMENT IN ACCORDANCE WITH SUBSECTION 62-600.680(2), F.A.C., IS SUBMITTED WITH THIS DMR. SEE CERTIFICATION STATEMENT IN COMMENTS SECTION BELOW.
**GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):
☐ NO NEW NON-DOMESTIC WASTEWATER DISCHARGERS HAVE BEEN ADDED TO THE COLLECTION SYSTEM SINCE THE LAST RECLAIMED WATER OR EFFLUENT ANALYSIS WAS CONDUCTED.
SIGN AND DATE:

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10^-5)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174-6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
REPORT FREQUENCY: Annually
CLASS SIZE: MA
PROGRAM: Domestic
MONITORING GROUP NUMBER: RWS-B (Blend)
MONITORING GROUP DESCRIPTION: Annual Reclaimed Water or Effluent Analysis
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: ☐
MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)*	Sample Measurement										
PARM Code 01268 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement										
PARM Code 00978 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement										
PARM Code 01009 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement										
PARM Code 00998 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement										
PARM Code 01113 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100)	Sample Measurement										
PARM Code 01118 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

*GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10^-5)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174-6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
REPORT FREQUENCY: Annually
PROGRAM: Domestic
MONITORING GROUP NUMBER: RWS-C (Concentrate)
MONITORING GROUP DESCRIPTION: Annual Reclaimed Water or Effluent Analysis
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: ☐
MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)*	Sample Measurement										
PARM Code 01268 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement										
PARM Code 00978 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement										
PARM Code 01009 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement										
PARM Code 00998 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement										
PARM Code 01113 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Chromium, Total Recoverable (GWS =100)	Sample Measurement										
PARM Code 01118 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

*GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10^-5)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	pCi/L		Annually	Grab
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	pCi/L		Annually	Grab
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia

OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: RWS-G
MONITORING GROUP DESCRIPTION: Groundwater (MWC-5A) Analysis
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED:* ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Annually
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)**	Sample Measurement										
PARM Code 01268 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement										
PARM Code 00978 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement										
PARM Code 01009 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement										
PARM Code 00998 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement										
PARM Code 01113 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100)	Sample Measurement										
PARM Code 01118 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

*THE "MONITORING NOT REQUIRED" CHECKBOX SHOULD BE SELECTED WHEN A CERTIFICATION STATEMENT IN ACCORDANCE WITH SUBSECTION 62-600.680(2), F.A.C., IS SUBMITTED WITH THIS DMR. SEE CERTIFICATION STATEMENT IN COMMENTS SECTION BELOW.
**GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):
☐ NO NEW NON-DOMESTIC WASTEWATER DISCHARGERS HAVE BEEN ADDED TO THE COLLECTION SYSTEM SINCE THE LAST RECLAIMED WATER OR EFFLUENT ANALYSIS WAS CONDUCTED.
SIGN AND DATE:

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10^-5)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP NUMBER: RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

FACT SHEET
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMIT NUMBER: FL0020532-023 (Major)

FACILITY NAME: Ormond Beach WRF

FACILITY LOCATION: 550 N Orchard St,
Ormond Beach, FL 32174-9512
Volusia County

NAME OF PERMITTEE: City of Ormond Beach

PERMIT WRITER: Dennise Judy

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FL0020532-023-DW1P
Application Submittal Date: June 13, 2019

b. Type of Facility

Domestic Wastewater Treatment Plant
Ownership Type: Municipal
SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	8.0 MGD	Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0.0 MGD	Annual Average Daily Flow
Proposed Total Permitted Capacity:	8.0 MGD	Annual Average Daily Flow

d. Description of Wastewater Treatment

Treatment is provided by an existing 8.0 MGD annual average daily flow (AADF) permitted capacity advanced wastewater treatment (AWT) plant with an odor control system, influent screening, grit removal, biological nutrient removal (carousel type, 5-stage Bardenpho Process), re-aeration, chemical feed facilities, secondary clarification, tertiary filtration, high level disinfection, with post-aeration and dechlorination for the river discharge, and thickening, followed by dewatering, of biosolids. This permit authorizes modification of the piping, valving, and associated appurtenances to retrofit an existing Reclaimed Water (RW) Equalization (EQ) basin for use as a supplemental chlorine contact chamber.

e. Description of Effluent Disposal and Land Application Sites

R-001 is an existing 10.0 MGD annual average daily flow permitted capacity slow-rate public access system. R-001 consists of irrigation within the approved Reuse Service Area as shown on the attached map, to the major users identified in Part IV.A.2 of this permit. This reuse system also receives reclaimed water (RW) from the Holly Hill RW system. Excess reclaimed water, and substandard effluent, is discharged to D-001.

The Hunter's Ridge and Breakaway Trails RW storage systems receive water from supplemental groundwater wells prior to distribution within the service area.

Demineralization concentrate is blended with reclaimed water going to the slow-rate public access R-001.

D-001 is an existing 6.0 MGD annual average daily flow discharge to the Halifax River, Class III Marine waters, (WBID# 2363B). The outfall pipe is approximately 1000 feet in length and discharges at a depth of approximately 5 feet. The point of discharge is located approximately at latitude 29°17' 50" N, longitude 81°3' 26" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

Pollutants which are present in significant quantities or which are subject to permit limitations are as follows:

Parameter	Units	Max/Min	Reported Value (11/30/2018 through 10/31/2019)	Statistical Basis
Flow	MGD	Min	0.03	Monthly Average
Flow	MGD	Max	5.40	Monthly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Min	1.0	Monthly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Max	4.15	Monthly Average
Solids, Total Suspended	mg/L	Min	0.5	Monthly Average
Solids, Total Suspended	mg/L	Max	1.23	Monthly Average
Coliform, Fecal	#/100mL	Min	0.50	Monthly Average
Coliform, Fecal	#/100mL	Max	1.25	Monthly Average
pH	s.u.	Min	7.1	Single Sample
pH	s.u.	Max	8.4	Single Sample
Chlorine, Total Residual	mg/L	Min	0.4	Single Sample
Chlorine, Total Residual	mg/L	Max	1.4	Single Sample
Chlorine, Total Residual	mg/L	Min	0.01	Monthly Average
Chlorine, Total Residual	mg/L	Max	0.01	Monthly Average
Nitrogen, Total	mg/L	Min	1.4	Monthly Average
Nitrogen, Total	mg/L	Max	2.8	Monthly Average
Phosphorus, Total (as P)	mg/L	Min	0.04	Monthly Average
Phosphorus, Total (as P)	mg/L	Max	0.2	Monthly Average
Oxygen, Dissolved (DO)	mg/L	Min	6.1	Single Sample
Oxygen, Dissolved (DO)	mg/L	Max	7.9	Single Sample
Chlorodibromomethane	ug/L	Min	13.9	Annual Average
Chlorodibromomethane	ug/L	Max	15.4	Annual Average
Dichlorobromomethane	ug/L	Min	33.7	Annual Average
Dichlorobromomethane	ug/L	Max	39.1	Annual Average
Copper, Total Recoverable	ug/L	Min	0.90	Single Sample
Copper, Total Recoverable	ug/L	Max	0.93	Single Sample
Zinc, Total Recoverable	ug/L	Min	24.9	Single Sample
Zinc, Total Recoverable	ug/L	Max	49.7	Single Sample

This facility does not have a new or expanded discharge to surface waters.

The Department does not anticipate adverse impacts on threatened or endangered species as a result of permit issuance.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to discharge effluent from Outfall D-001 to the Halifax River based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	6.0	Annual Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Annual Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Annual Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	5.0	Annual Average	62-600.430(1)(b) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	6.25	Monthly Average	62-600.740(2)(b)2 FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	7.5	Weekly Average	62-600.740(2)(b)3 FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	10.0	Single Sample	62-600.740(2)(b)4 FAC
Solids, Total Suspended	mg/L	Max	5.0	Annual Average	62-600.430(1)(b) FAC
Solids, Total Suspended	mg/L	Max	6.25	Monthly Average	62-600.740(2)(b)2 FAC
Solids, Total Suspended	mg/L	Max	7.5	Weekly Average	62-600.740(2)(b)3 FAC
Solids, Total Suspended	mg/L	Max	10.0	Single Sample	62-600.740(2)(b)4 FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.640(5)(a)2 FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-600.640(5)(a)1 FAC
Coliform, Fecal	#/100mL	Max	400	90th Percentile	62-600.640(5)(a)3 FAC
Coliform, Fecal	#/100mL	Max	800	Single Sample	62-600.640(5)(a)4 FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.640(5)(a)2 FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-600.640(5)(a)1 FAC
Coliform, Fecal	#/100mL	Max	400	90th Percentile	62-600.640(5)(a)3 FAC
Coliform, Fecal	#/100mL	Max	800	Single Sample	62-600.640(5)(a)4 FAC
Enterococci	#/100mL	Max	35	Monthly Geometric Mean	62-302.530 FAC
Enterococci	#/100mL	Max	130	90th Percentile	62-302.530 FAC
pH	s.u.	Min	6.5	Single Sample	62-600.430, 62-302.530(52) & 62-650 FAC
pH	s.u.	Max	8.5	Single Sample	62-600.430, 62-302.530(52) & 62-650 FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-600.440(5)(c) FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-600.440(5)(c) FAC
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample	62-600.440(2) & 62-302.530(18) FAC
Nitrogen, Total	mg/L	Max	3.0	Monthly Average	62-650 FAC
Nitrogen, Total	mg/L	Max	4.5	Weekly Average	62-600.740(2)(b)3. FAC
Nitrogen, Total	mg/L	Max	6.0	Single Sample	62-600.740(2)(b)4. FAC
Phosphorus, Total (as P)	mg/L	Max	1.0	Monthly Average	62-650 FAC
Phosphorus, Total (as P)	mg/L	Max	1.5	Weekly Average	62-600.740(2)(b)3. FAC
Phosphorus, Total (as P)	mg/L	Max	2.0	Single Sample	62-600.740(1)(b)2.c. FAC
Oxygen, Dissolved (DO)	mg/L	Min	4.0	Single Sample	62-650 FAC
Nitrogen, Total	lb/yr	Max	54831	Annual Total	
Nitrogen, Total	lb/yr	Max	Report	Monthly Total	
Phosphorus, Total (as P)	lb/yr	Max	18278	Annual Total	
Phosphorus, Total (as P)	lb/yr	Max	Report	Monthly Total	
Acute Whole Effluent Toxicity, 96 Hour LC50 (Ceriodaphnia dubia)	percent	Min	100	Single Sample	62-302.200(1), 62-302.500(1)(a)4 & 62-4.241(1)(a) FAC
Acute Whole Effluent Toxicity, 96 Hour LC50 (Cyprinella leedsi)	percent	Min	100	Single Sample	62-302.200(1), 62-302.500(1)(a)4 & 62-4.241(1)(a) FAC
Dichlorobromomethane	ug/L	Max	100	Annual Average	62-302.530(35)(b)5 FAC
Enterococci	#/100mL	Max	35	Monthly Geometric Mean	62-302.500(1)(a)6. and 40 CFR Part 131.41
Enterococci	#/100mL	Max	104	Single Sample	62-302.500(1)(a)6. and 40 CFR Part 131.41

Because there is no established relationship between fecal coliform and enterococci bacteria, limitations based on both the disinfection requirements for fecal coliform from Rule 62-600.440, F.A.C., and based on the bacteriological water quality standards for enterococci for discharges to Class III predominately marine waters under Rule 62-302.530, F.A.C., have been included in the permit.

In addition to the specified limits in Condition I.A.1., the monthly average effluent concentration for carbonaceous biochemical oxygen demand (5-day) and total suspended solids shall not exceed 15% of the respective influent values (i.e., 85% removal).

A mixing zone for dichlorobromomethane (DCBM) has been approved in accordance with DEP permit file number: FL0020532-012-DW1P and is described as a rectangle centered along the diffuser with a mixing zone of 539 square meters.

Original effluent limitations were based on a Level II WQBEL titled "Halifax River Documentation, Water Quality Based Effluent Limitations," Vol. 2, No. 106, Water Quality Technical Series which was finalized by Wayne Magley and Linda Lakes on August 1, 1990. The WQBEL did not specify TSS limits. The annual effluent limitations for $CBOD_5$ TSS, TN and TP are Advanced Wastewater Treatment (AWT) limits, which are more stringent than the WQBEL. These limits were requested by the applicant during a previous permit renewal and have been included in all permits since then. The Waste Load allocation (WLA) for the Ormond Beach WRF discharge that was included in the 2013 Total Maximum Daily Load (TMDL) Report for the Halifax River replaced the original WQBEL limits. However, the TMDL document incorrectly stated the nitrogen concentration limit for the discharge to surface waters at 6.0 mg/L instead of the correct 3.0 mg/L concentration. **Backsliding is not permitted by EPA and the information was incorrect; therefore, the WLA remains at 54,831 lbs/yr (not 109,666 lbs/yr as stated in the TMDL final report.)** The concentration limits for $CBOD_5$ remain as stated in the previous permit. Although this segment of the Halifax River is also impaired for coliforms, the Department wastewater permit limits for fecal coliforms by rule are equivalent to the water quality standard for fecal coliform and therefore the discharge is not considered to be contributing to the coliform impairment.

The waste load allocations for this facility remain as follows:

Parameter	Mass Loading (Lbs./year)
CBOD5	182,865 (based on 5 mg/L annual average)
Total Nitrogen	54750 (based on 3 mg/L annual average)
Total Phosphorus	18278 (based on 1 mg/L annual average)

In previous permits, these limits were reported in lb/day; at 501, 150, and 50 for CBOD, TN and TP, respectively. The most recent permit required monthly total and cumulative total, for all months through the reporting month, for a given calendar year - January thru December – and is continued in this permit. The mass load limits are based on a calendar year. Basic level disinfection for the surface water discharge is required, as in the two previous permits, and is continued in this permit.

The minimum Dissolved Oxygen (DO) level of 2.0 mg/L in the earlier permits was established by the WQBEL document. However, on September 9, 2013, EPA approved revisions to Florida's criteria for DO. The revision also allowed a single sample maximum limit that meets the criteria under all conditions to be proposed by the applicant. The permittee proposed a single sample minimum DO of 4.0 mg/L. The saturation limit for oxygen in this segment of Halifax River at 60 F -the assumed minimum temperature of the effluent - would be 9.85 mg/L. Based on this value, the 38% daily average would be 4.0 mg/L, therefore, this has been established as the DO limit.

Technology based effluent limitations (TBELs) are minimum waste treatment requirements based on treatment technologies for reducing discharges of pollutants into receiving waters. TBELs are established, for domestic wastewater facilities, by state rule and statute in Chapters 62-600, 62-610, 62-611, 62-620, F.A.C., and Section 403.086, F.S.; they may also be developed in accordance with best professional judgment. TBELs are included in the permit for the following pollutants of concern:

Parameter	Units	Monitoring Location	Monitoring Group
Flow	MGD	FLW-1	D-001
Flow	MGD	FLW-6	D-001
Chlorine, Total Residual (For Disinfection)	mg/L	EFA-1	D-001
Chlorine, Total Residual (For Disinfection)	mg/L	EFA-2	D-001

Water quality based effluent limitations (WQBELs) are effluent limitations, which may be more stringent than a technology based effluent limitation, that have been determined necessary by the Department to ensure that water quality standards in a receiving body of water will not be violated. WQBELs are developed in accordance with Chapter 62-650, F.A.C., and are based on the characteristics of the discharge, the receiving water characteristics, and the criteria and standards in Chapters 62-4, 62-302, and the 62-600 series, F.A.C.; they may also be developed based on Total Maximum Daily Load (TMDL) allocations adopted in Chapter 62-304, F.A.C., or allocations developed as part of a Basin Management Action Plan (BMAP) or a Reasonable Assurance Plan (RAP). WQBELs are included in the permit for the following pollutants of concern:

Parameter	Units	Monitoring Location	Monitoring Group
BOD, Carbonaceous 5 day, 20C	mg/L	EFD-1	D-001
Solids, Total Suspended	mg/L	EFD-1	D-001
Coliform, Fecal	#/100mL	EFA-1	D-001
Coliform, Fecal	#/100mL	EFA-2	D-001
Enterococci	#/100mL	EFD-1	D-001
pH	s.u.	EFD-1	D-001
Chlorine, Total Residual (For Dechlorination)	mg/L	EFD-1	D-001
Nitrogen, Total	mg/L	EFD-1	D-001
Phosphorus, Total (as P)	mg/L	EFD-1	D-001
Oxygen, Dissolved (DO)	mg/L	EFD-1	D-001
Nitrogen, Total	lb/yr	EFD-1	D-001
Phosphorus, Total (as P)	lb/yr	EFD-1	D-001
Dichlorobromomethane	ug/L	EFD-1	D-001
Enterococci	#/100mL	EFD-1	D-001

Pollutants of concern were identified for WQBEL development based on an evaluation of all available information, including a characterization of the pollutants that may be discharged, fifth year inspection data, the sources of pollutants, existing controls on pollutants, available dilution, background pollutant levels in the receiving waters, and the toxicity of pollutants.

Unless otherwise noted, effluent limitations were developed by applying water quality criteria at the end of pipe.

Effluent limitations were determined based on an evaluation of the impact of the discharge on receiving water bodies. This evaluation was conducted in accordance with the TMDL process described in Rule 62-304, F.A.C. For each effluent limitation included in the permit, technology and water quality-based limitations were compared and the most stringent limitation was selected. The current effluent nutrient loading limits were established in the finalized Halifax River TMDL Report (dated July 1, 2013) and meet the Numeric Nutrient Criteria for the receiving water body.

This facility has provided reasonable assurance that the discharge will not adversely affect the designated use of the receiving water. Fifth year inspection data, as well as all other available data, have been evaluated in accordance with the Department's reasonable assurance procedures to ensure that no limits other than those included in this permit are needed to maintain Florida water quality standards. The proposed effluent limitations will be achieved during the period beginning on the issuance date and lasting through the expiration date of the permit. A Water Quality Based Effluent Limit (WQBEL) Level I Analysis was performed for this permit renewal. The facility has provided reasonable assurance that, if all conditions of this permit are met, the discharge will not adversely affect the designated use of the receiving water.

This facility was previously required to conduct chronic toxicity testing for this discharge because it was used on a regular basis. The discharge has become intermittent due to the expansion of the Public Access Reuse System. Therefore, acute toxicity testing is now included in the permit (96-hour LC50 with not less than 100% effluent.) with provisions for conducting a shorter duration sampling event due to the short-term nature of their discharges.

This facility is authorized to direct reclaimed water to Reuse System R-001, a slow-rate public access system, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	10.0	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.460 & 62-600.420(3)(a)1. FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	30.0	Monthly Average	62-610.460 & 62-600.420(3)(a)2. FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	45.0	Weekly Average	62-610.460 & 62-600.420(3)(a)3. FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	60.0	Single Sample	62-610.460 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	62-610.460(1) & 62-600.440(6)(a)3. FAC
Coliform, Fecal	#/100mL	Max	25	Single Sample	62-610.460 & 62-600.440(6)(a)2. FAC
Coliform, Fecal, % less than detection	percent	Min	75	Minimum Total	62-610.460 & 62-600.440(6)(a)1. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
pH	s.u.	Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	62-600.440(6)(b), 62-610.460(2), & 62-610.463(2) FAC
Turbidity	NTU	Max	Report	Single Sample	62-610.463(2) FAC
Giardia	cysts/100L	Max	Report	Single Sample	62-610.463(4) FAC
Cryptosporidium	oocysts/100L	Max	Report	Single Sample	62-610.463(4) FAC
Flow (Ground Water from Hunters Ridge Well)	MGD	Max	Report	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow (Ground Water from Hunters Ridge Well)	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow (Ground Water from Breakaway Trails Well)	MGD	Max	Report	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow (Ground Water from Breakaway Trails Well)	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
Coliform, Fecal (Ground Water from Hunters Ridge Well)	#/100mL	Max	Report	Single Sample	62-610.472(4)(a)3. FAC
Coliform, Fecal (Ground Water from Breakaway Trails Well)	#/100mL	Max	Report	Single Sample	62-610.472(4)(a)3. FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (Concentrate)	MGD	Max	1.0	Annual Average	62-610.865(8)(b) & 62-610.810(5) FAC
Flow (Concentrate)	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
Nitrogen, Total	mg/L	Max	Report	Annual Average	62-600.650(3)FAC
Nitrogen, Total	mg/L	Max	Report	Monthly Average	62-600.650(3)FAC
Solids, Total Suspended (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Annual Average	62-601.300(6)FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Monthly Average	62-601.300(6)FAC
pH (Blend)	s.u.	Max	Report	Single Sample	62-610.865(8)(e) FAC
pH (Blend)	s.u.	Min	Report	Single Sample	62-610.865(8)(e) FAC
Specific Conductance (Blend)	umhos/cm	Max	Report	Single Sample	62-610.865(8)(c) FAC
Fluoride, Total (as F) (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Blend Ratio	ratio	Max	Report	Single Sample	62-610.865(6)(d) FAC
Sodium Adsorption Ratio (Blend)	ratio	Max	Report	Single Sample	62-610.865(8)(e) FAC
Sodium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Magnesium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Calcium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Chloride (as Cl) (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Solids, Total Dissolved (TDS) (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC

Monthly monitoring of the effluent for Total Nitrogen and Total Phosphorus has been retained in this permit, as allowed by Rule 62-601.300(6), FAC, because the facility is located in an impaired water basin.

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (total through plant)	MGD	Max	8.0	Annual Average	62-600.700(2)(b) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) FAC
		Max	Report	Quarterly Average	62-600.700(2)(b) FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. IMPAIRMENT STATUS OF RECEIVING WATERS

Under Section 303(d) of the Clean Water Act, the Department is required to submit lists of impaired waters to EPA. The receiving water body for this discharge is listed on the 303(d) list. This segment of the Halifax River was included on the State of Florida 1998 303d planning list and has an approved TMDL for nutrients. The approved TMDL for the Halifax River includes the Ormond Beach discharge and is based on the WQBEL document. Since the TMDL has been established only for nutrients and not coliforms, which is also listed as a parameter of concern for this segment of the Halifax River, the following is included as a condition of this permit: Coliforms and nutrients are listed as parameters of concern on the 1998 303d planning list for this segment of the Halifax River. This discharge is in compliance with the approved Total Maximum Daily Load (TMDL) for the Halifax River for nutrients. The Department may develop a TMDL for coliforms during the life of this permit. Once a TMDL has been established and adopted by rule, the Department shall revise this permit to incorporate the final findings of the TMDL, pursuant to Rule 62-620.325, Florida Administrative Code. This may include revised or new limits for coliforms.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FL0020532-023-DW1P expires on March 5, 2025. The following parameters are not included in the permit for monthly monitoring because they have been determined to not have the reasonable potential to exceed the water quality standard: Chlorodibromomethane (CDBM), copper, silver and zinc have been below the water quality standards at levels that provide assurance that there is no reasonable potential to exceed the standard. TTHMs and Bis(2-ethlhexyl) phthalate have been added to the GWMP because they were present in the annual reclaimed water scan.

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to a DEP approved biosolids treatment facility (BTF) or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency		All Parameters			62-640.650(5)(a) FAC

7. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 600, 610, and 620, F.A.C.

8. PERMIT SCHEDULES

A schedule is included in the wastewater permit to complete the conversion of the RW EQ tank to a supplemental chlorine contact chamber. Approximately one year is anticipated for completion of the conversion, but it should be implemented as soon as possible

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

The permittee has an active, approved industrial pretreatment program. The permit includes standard conditions requiring implementation and enforcement of the existing program.

10. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO, and the permittee has not entered into a CO with the Department that affects this permit.

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available on the Department's electronic filing system:
https://depedms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&[freeText=]&[folderName=]&[profile=Permitting_Authorization]&[creator=]&[entityType=any]&[createdDateTo=]&[catalog=38]&[searchBy=Profile]&[sortBy=Document+Date]&[createdDate=]&{County=_EQ_VOLUSIA}&{District=_EQ_CD}&{Facility-Site+ID=_EQ_FL0020532}&{Document+Date=_RG_(06-01-2019,02-13-2020)}&{Document+Type=_EQ_PERMIT+APPLICATION+RELATED}&{Permit+Type=_EQ_DW+-+DOMESTIC+WASTEWATER+FACILITY}&{Facility+Type=_LK_DOMESTIC+WASTEWATER}

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Draft Permit and Public Notice to Applicant and EPA	February 14, 2020
Public Comment Period	Beginning: February 17, 2020 Ending: March 16, 2020
Proposed Permit to EPA	March 18, 2020
Notice of Intent to Issue	April 10, 2020
Notice of Permit Issuance	May 8, 2020

14. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Florida Department of Environmental Protection
Permitting and Wastewater Cleanup Program
Central District Office
3319 Maguire Blvd
Suite 232
Orlando, FL 32803-3767

Telephone No.: 407-897-4100

Florida Department of Environmental Protection
Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

PATHOGEN MONITORING

Part I - Instructions

1. Completion of this report is required by Rules 62-610.463(4), 62-610.472(3)(d), 62-610.525(13), 62-610.568(11), 62-610.568(12), and 62-610.652(6)(c), F.A.C., for all domestic wastewater facilities that provide reclaimed water to certain types of reuse activities. The schedule for sampling and reporting shall be in accordance with the permit for the facility. If a schedule for sampling or re-sampling is not included in the permit, the following schedule shall apply:

   a. Routine Sampling:

      If sampling is required once every two years, this report shall be submitted on or before November 28 of each even numbered year (2006, 2008, 2010, etc.).

      If sampling is required once every five years, this report shall be submitted with the application for permit renewal.

      If sampling is required quarterly, this report shall be submitted on or before February 28, May 28, August 28, and November 28 of each year.

   b. Subsequent Re-Sampling:

      If subsequent re-sampling is required by Item 9 in Part I of this form, this form shall be submitted for the subsequent re-sampling(s) in accordance with the schedule established in Item 9 in Part I of this form.

2. Submit one copy of this form and a copy of the laboratory's final report for the analysis of *Giardia* and *Cryptosporidium* to each of the following two addresses:

   a. The appropriate DEP district office (attention Domestic Wastewater Program). Addresses for the DEP district offices are available at www.dep.state.fl.us/secretary/dist/default.htm.

   b. DEP Water Reuse Coordinator
      Mail Station 3540
      2600 Blair Stone Road
      Tallahassee, Florida 32399-2400

3. Please type or print legibly.

4. In Part II, Items 7 through 12 need to be completed only if this is the first submittal of this report, if the information in Items 7 through 12 has changed since the last submittal, or if the information in any of these questions has not been previously provided.

5. Part III is to be used when sampling for *Giardia* and *Cryptosporidium* at the treatment plant. Part III is also to be used when sampling for *Giardia* and *Cryptosporidium* in a supplemental water supply (see Rule 62-610.472, F.A.C.).

6. For each sample, record the sample volume obtained in liters.

7. For *Giardia*, record the concentrations in cysts per 100 liters. For *Cryptosporidium*, record the concentrations in oocysts per 100 liters. Sufficient sample volumes shall be collected and processed such that the detection limit is no greater than 5 cysts or oocysts per 100 liters. Detection levels on the order of 1 cyst or oocyst per 100 liters are recommended. If an observation is less than the detection limit, make an entry in the form "<2" (where 2 per 100 liters is the detection limit in this example). The actual detection limit will be dictated by the volumes of sample obtained, filtered, and processed. Do NOT record nondetectable values as zero.

8. EPA Method 1623 or other approved methods for reclaimed water or nonpotable waters, adjusted appropriately to accommodate the detection limit requirements, shall be used. Methods previously allowed for EPA's Information Collection Rule (ICR) shall not be used. The full requirements of the approved method, including quality assurance and quality control, are to be met. Quality assurance and sampling requirements in Chapter 62-160, F.A.C., shall apply.

   Two concentrations of *Giardia* and *Cryptosporidium* shall be recorded on Part III of this form:

   a. Total cysts and oocysts shall be enumerated using EPA Method 1623 or other approved methods.

   b. Potentially viable cysts and oocysts shall be enumerated using the DAPI staining technique contained in EPA Method 1623 or similar enumeration techniques included in other approved methods. Cysts and oocysts that are stained DAPI positive or show internal structure by D.I.C. shall be considered as being potentially viable. If the laboratory reports separate values for DAPI positive and for cysts or oocysts having internal structure, the larger of the two concentrations will be reported as being potentially viable.

9. If the number of potentially viable cysts of *Giardia* reported exceeds 5 per 100 liters, a subsequent sample shall be taken and analyzed using EPA Method 1623 or other approved methods and reported using this form. If the number of potentially viable oocysts of *Cryptosporidium* reported exceeds 22 per 100 liters, a subsequent sample shall be taken and analyzed using EPA Method 1623 or other approved methods and reported using this form. This subsequent sample shall be collected within 90 days of the date the initial sample was taken, analyzed for both *Giardia* and *Cryptosporidium*, and the results of the subsequent analysis shall be submitted to DEP using this form within 60 days of sample collection.

10. Rule 62-160.300, F.A.C., requires that all laboratories generating environmental data for submission to the DEP shall hold certification from the Department of Health's (DOH) Environmental Laboratory Certification Program (ELCP). Certification by the ELCP for analysis of *Giardia* and *Cryptosporidium* using EPA Method 1623 for non-potable waters is required. If other approved methods are used, certification by the ELCP is required for the specific method and for the test matrix. Lists of certified laboratories can be found at www.dep.state.fl.us/labs/cgi-bin/aams/index.asp

11. Samples shall be collected during peak flow periods (normally between the hours of 8:00 a.m. and 6:00 p.m.).

12. Recognizing that concentrations of these pathogens generally increase during the late summer through fall period, it is recommended that utilities sample during the August through October time period.

13. If the wastewater treatment facility uses chlorination for disinfection, samples obtained for analysis of *Giardia* and *Cryptosporidium* shall be dechlorinated.

14. When sampling at the treatment facility, obtain a grab sample for total suspended solids (TSS) that is representative of the water leaving the filters at the treatment facility during the period when pathogen samples are being obtained. In addition, record the highest turbidity and the lowest total chlorine residual observed during the period when pathogen samples are being obtained.

15. When sampling a supplemental water supply, obtain a grab sample for total suspended solids (TSS) that is representative of the surface water or treated stormwater as it is added to the reclaimed water system. This TSS sample shall be taken during the period when pathogen samples are being obtained. In addition, record the lowest total chlorine residual observed during the period when pathogen samples are being obtained.

Part II - General Information

1. DEP wastewater facility identification number: **FL0020532**

   Wastewater facility name: Ormond Beach WRF

   Permittee name: City of Ormond Beach

2. Person completing this form:

   Name: _____

   Telephone: (_____)_____

   Email address: _____

3. Sampling and analysis:

   Date samples were taken: _____

   Organization collecting the samples: _____

   Was the sample dechlorinated in the field? ☐ Yes ☐ No

   Was the sample refrigerated or kept on ice during shipment to the laboratory? ☐ Yes ☐ No

   Date samples delivered to laboratory: _____

   Date analytical work was done: _____

   Laboratory doing the analysis: _____

   Laboratory's DOH Identification Number: _____

   Approved method used:

   ☐ EPA Method 1623

   ☐ Other approved method: _____

   Contact person at the laboratory: _____

   Email address of the lab contact person: _____

4. Is this the first time that this form has been submitted for the facility?

   ☐ Yes [Please complete Questions 7 through 16.]

   ☐ No [Proceed to Question 5.]

5. Is this a report of "subsequent re-sampling" required by Item 9 in Part I of this form based on concentrations of potentially viable cysts or oocysts in a previous sampling?

   ☐ No [Proceed to Question 6.]

   ☐ Yes [Attach a description of any facility or operational changes made to the treatment facilities since the time of the previous sampling and proceed to Question 6.]

6. Has the information requested in Questions 7 through 12 (below) changed since the last submittal of this form?

   ☐ Yes [Please complete Questions 7 through 16.]

   ☐ No [Proceed to Questions 13 through 16 of Part II of this form. You do not need to complete Questions 7 through 12.]

7. Type of secondary treatment system:

   ☐ Conventional activated sludge ☐ Extended aeration

   ☐ Contact stabilization ☐ Biological nutrient removal (such as Bardenpho)

   ☐ Other: _____

8. Does this treatment facility nitrify (convert ammonia nitrogen to nitrate)? ☐ Yes ☐ No

9. Filter type:

   ☐ Deep bed, single media ☐ Deep bed, multiple media

   ☐ Shallow bed, automatic backwash ☐ Upflow (including Dynasand)

   ☐ Slow rate sand filter ☐ Diatomaceous earth filter

   ☐ Fabric filter ☐ Cartridge filter

   ☐ Membranes (microfiltration, ultrafiltration, membrane bioreactor, reverse osmosis)

   ☐ Other: _____

10. Filter Media (complete for each type of media provided):

    Top layer of media: Media type: _____

    Effective size: _____ mm

    Uniformity coefficient: _____

    Bed depth: _____ inches

Middle layer of media: Media type: _____

Effective size: _____ mm

Uniformity coefficient: _____

Bed depth: _____ inches

Bottom layer of media: Media type: _____

Effective size: _____ mm

Uniformity coefficient: _____

Bed depth: _____ inches

11. Filter backwash water:

- ☐ Backwash water is returned to the headworks of the treatment plant.
- ☐ Backwash water is returned to the aeration basin.
- ☐ Other. Please describe: _____

12. Disinfection system:

- ☐ Chlorination, gas
- ☐ Hypochlorite
- ☐ Chlorine dioxide
- ☐ Chlorination, other _____
- ☐ Ultraviolet
- ☐ Ozone
- ☐ Other: _____

13. Is chlorine added before the filters? ☐ No ☐ Yes Dose: _____ mg/L

14. During the period that samples were taken, did you add a coagulant, coagulant aid, polyelectrolyte, or other chemical to enhance filtration?

- ☐ No
- ☐ Yes. Please list the chemicals being added and their dose.

Chemical 1 - Name: _____ Dose: _____ mg/L

Chemical 2 - Name: _____ Dose: _____ mg/L

Chemical 3 - Name: _____ Dose: _____ mg/L

15. Wastewater treatment plant permitted capacity: _____ MGD

16. Wastewater flow being treated at the time samples were collected: _____ MGD

PART III - PATHOGEN MONITORING REPORT

FACILITY ID: FL0020532
FACILITY NAME: Ormond Beach WRF
FACILITY ADDRESS: 550 N Orchard St, Ormond Beach, FL 32174-9512
PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St, Ormond Beach, Florida 32174-6386
DATE OF SAMPLING: _____

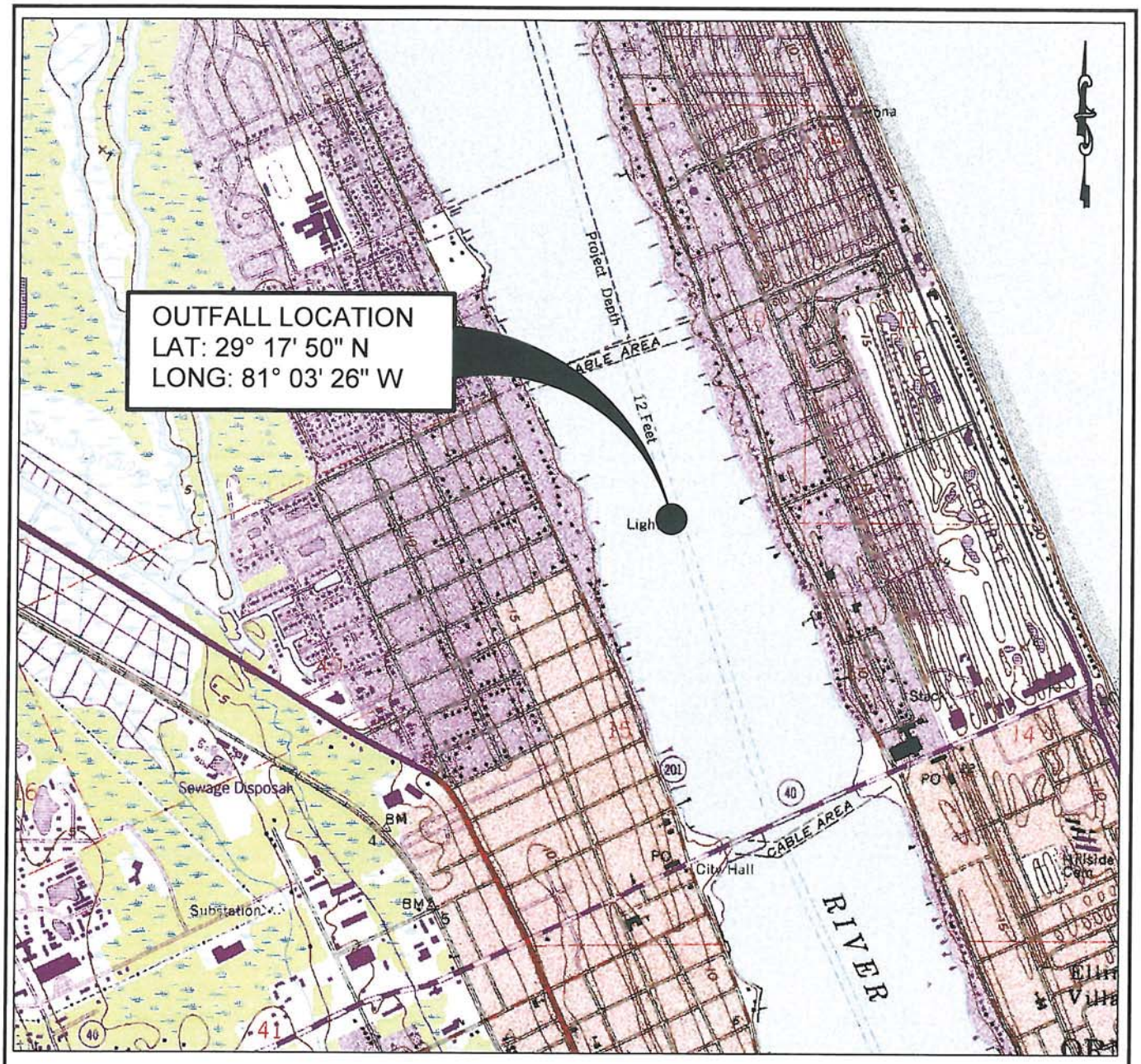
Parameter	Quantity or Loading		Quality or Concentration	
	Sample Measurement	Units	Sample Measurement	Units
Treatment Plant: After Filter Monitoring Site No. EFB-1				
Turbidity PARM Code 00070				NTU
TSS PARM Code 00530				mg/L
Treatment Plant: After Disinfection Monitoring Site No. EFA-1				
Total Chlorine Residual PARM Code 50060				mg/L
Volume Collected PARM Code 71994		Liters		
Giardia, total count * PARM Code GIARD				total cysts/100 L
Giardia, potentially viable cysts * PARM Code VGIAR				potentially viable cysts/100 L
Cryptosporidium, total count * PARM Code CRYPT				total oocysts/100 L
Cryptosporidium, potentially viable oocysts * PARM Code VCRYP				potentially viable oocysts/100 L
Supplemental Water Supply (surface water or stormwater): After Treatment & Disinfection Monitoring Site No.				
TSS PARM Code 00530				mg/L
Total Chlorine Residual PARM Code 50060				mg/L
Volume Collected PARM Code 71994		Liters		
Giardia (total count) * PARM Code GIARD				total cysts/100 L
Giardia, potentially viable cysts * PARM Code VGIAR				potentially viable cysts/100 L
Cryptosporidium, total count * PARM Code CRYPT				total oocysts/100 L
Cryptosporidium, potentially viable oocysts * PARM Code VCRYP				potentially viable oocysts/100 L

* Data entries must be made for both total and potentially viable cysts and oocysts.

PART IV - CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Name/Title of Principle Executive Officer or Authorized Agent (Type or Print)	Signature of Principle Executive Officer or Authorized Agent	Telephone No.	Date (YY/MM/DD)
	Email Address		



GRAPHIC SCALE:

1 1/2 0 1 MILE

1000 0 1000 2000 3000 4000 5000 6000 7000 FEET

LOCATION MAP

SECTION 40
TOWNSHIP 14S
RANGE 32E

FROM ORMOND BCH, FLA.
U S C & G QUADRANGLE

PURPOSE:

DOMESTIC WASTEWATER
FACILITY PERMIT
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

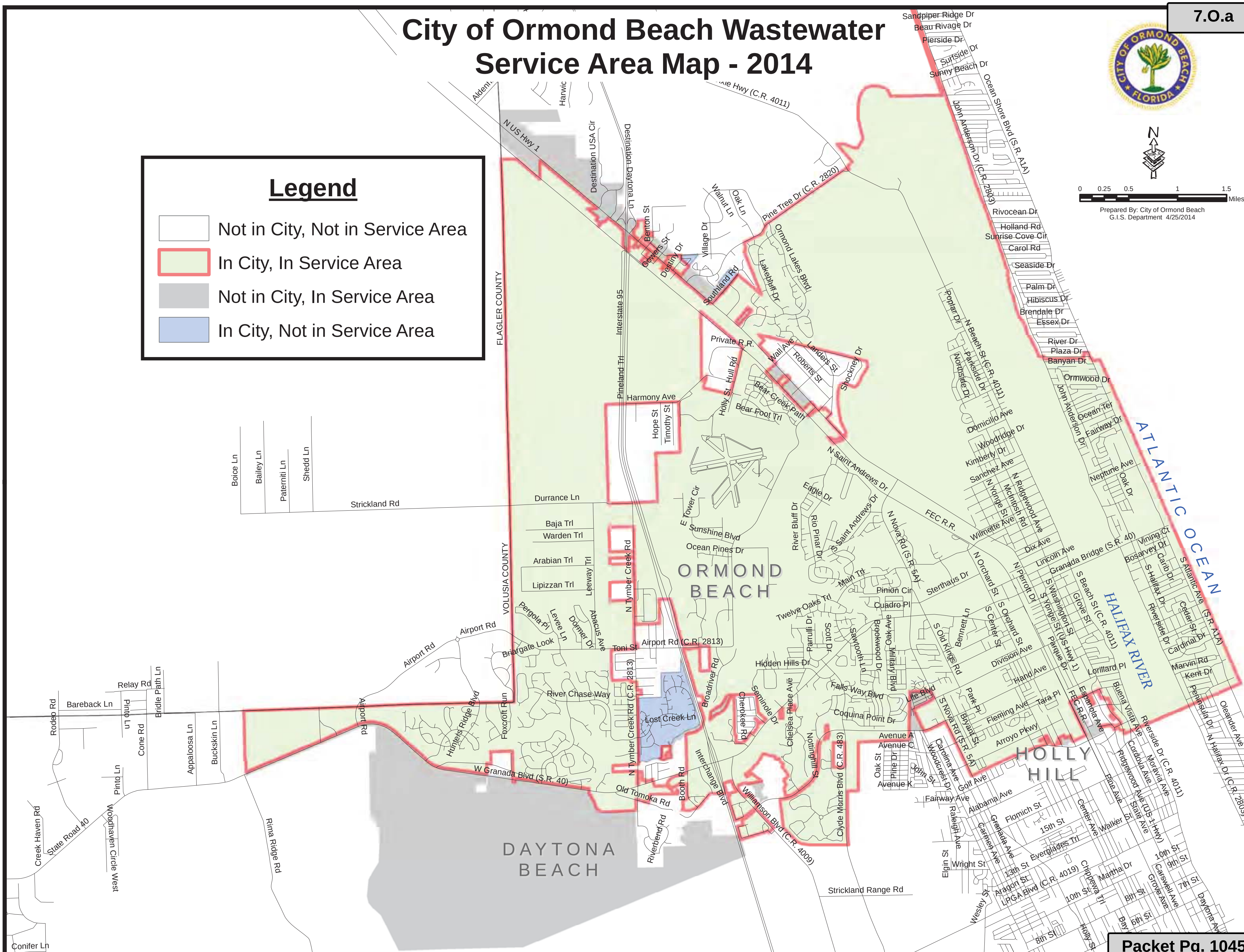
PREPARED BY:
QUENTIN L. HAMPTON ASSOC. INC.
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

FIGURE #2

DATE: 03/14

S:\OB\OB057 WRF Operating Permit Renewal\Cad\Design\OB57 quad figs.dwg, OUTFALL, 3/25/2014 4:38:29 PM, AK

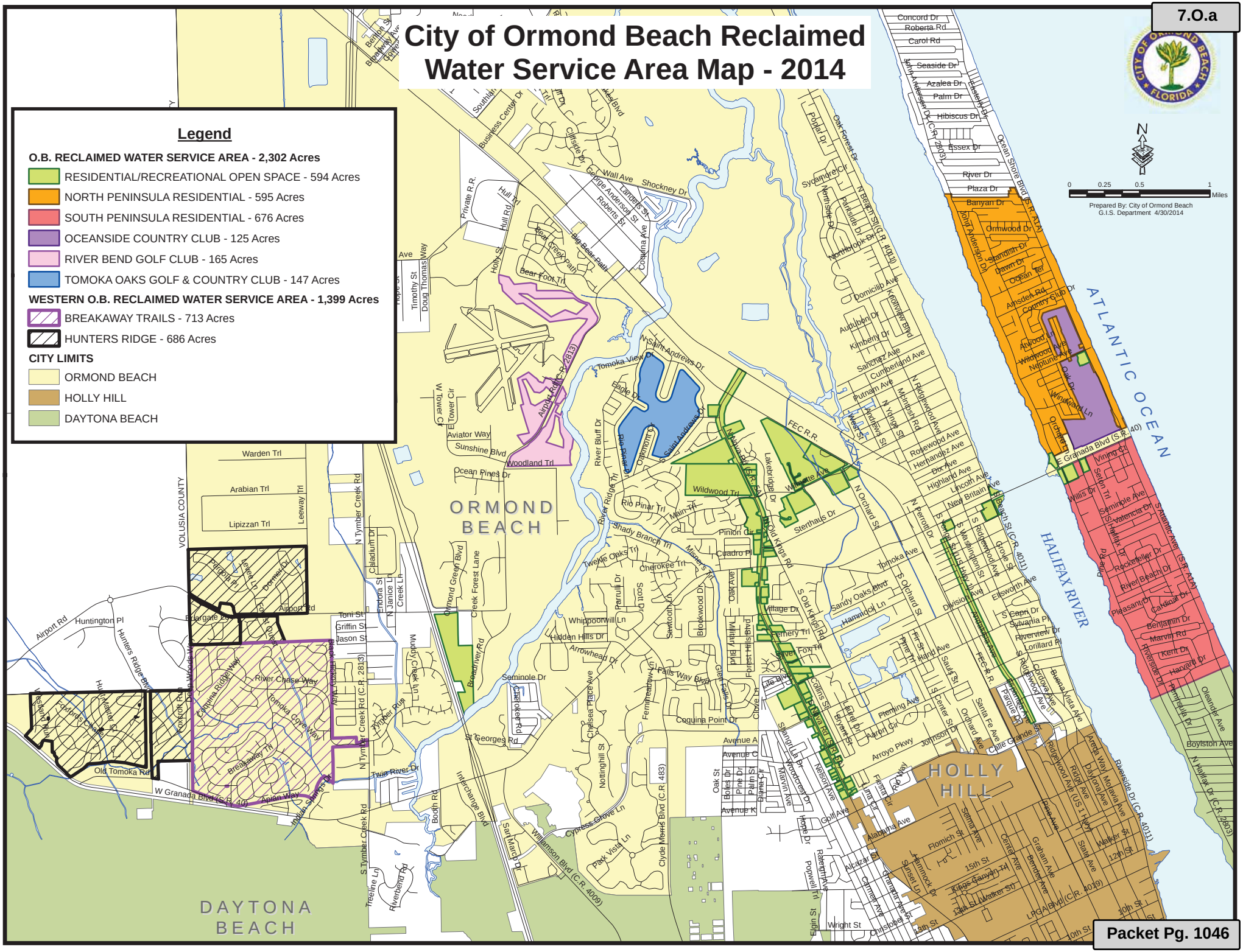
City of Ormond Beach Wastewater Service Area Map - 2014



Legend

- Not in City, Not in Service Area
- In City, In Service Area
- Not in City, In Service Area
- In City, Not in Service Area

City of Ormond Beach Reclaimed Water Service Area Map - 2014



7. Reclaimed Water Reuse and Effluent Disposal

Method of Reuse or Disposal	Number of Reuse or Disposal Points	Total Design Capacity (mgd)	Basis of Design Flow
Surface Waters - Excluding Ocean Outfalls and Wetlands (Rule 62-600.510, F.A.C.)	1	6.0	Annual Average
Ocean Outfalls (Rule 62-600.520, F.A.C.)			
Wetlands (Rule 62-600.620, F.A.C.)			
Reuse of Reclaimed Water and Land Application (Rule 62-600.530, F.A.C.)	+/- 2,800ac (Prop: +/-3,700ac)	7.5 (Proposed: 10.0mgd)	Annual Average
Ground Water Disposal by Underground Injection (Rule 62-600.540, F.A.C.)			
Other (Describe)			
Total	2	13.5 (Prop: 16.0mgd)	Annual Average

8. Flows to Another Wastewater Facility

a. Does the facility discharge or transport treated or untreated wastewater to another treatment facility?
☐ Yes ☒ No

b. If yes, describe the mean(s) by which the wastewater from the treatment facility is discharged or transported to the other treatment facility (e.g., collection/transmission system, reclaimed water distribution system)?
N/A

If transport is by a party other than the applicant, provide the following:
Transporter name: N/A
Mailing Address:

Contact person:
Title:
Telephone number:

c. For each treatment facility that receives this discharge, provide the following:
Name: N/A
Mailing Address:

Contact person:
Title:
Telephone number:

7. Type of Reuse or Land Application System

- ☐ Slow-rate land application system/restricted public access (Chapter 62-610, F.A.C., Part II)
- ☒ Slow-rate land application system/public access areas, residential irrigation, and edible crop irrigation (Chapter 62-610, F.A.C., Part III)
- ☐ Rapid-rate land application system (Chapter 62-610, F.A.C., Part IV)
- ☐ Absorption field system (Chapter 62-610, F.A.C., Part V)
- ☐ Overland flow system (Chapter 62-610, F.A.C., Part VI)
- ☐ Other land application system with additional levels of preapplication treatment (Rule 62-610.660, F.A.C.)
- ☐ Other land application system with lower levels of preapplication treatment (Rule 62-610.670, F.A.C.)

8. Application Areas and Rates

Site/Use Type/Major User	Area (acres)	Rate (inches/week)	Capacity (mgd)
SEE ATTACHED TABLE			
Residential/Recreational/Cemetary	3,264	0.60	7.60
Golf Courses	437	1.4	2.38
Total	3,702		9.98

9. Additional Information Required for Reuse Systems Permitted Under Part III of Chapter 62-610, F.A.C.

a. Areas Irrigated

- ☒ Residential lawns
- ☒ Golf courses
- ☒ Cemeteries
- ☒ Parks, playgrounds
- ☒ Landscape areas
- ☒ Highway medians, rights-of-way
- ☐ Edible crops
- ☐ Others

If other, specify _____

b. Other Uses of Reclaimed Water

- ☐ Toilet flushing
- ☒ Fire protection
- ☐ Construction dust control
- ☐ Aesthetic purposes (decorative ponds, fountains, etc.)
- ☐ Others

If other, specify. Reclaimed supplies fire hydrants in Breakaway Trails & Hunters Ridge subdivisions

CITY OF ORMOND BEACH WWTF

FDEP OPERATING PERMIT RENEWAL 2014

ADDITIONAL INFORMATION FOR FORM 2A:

Section 3B, Item 8.

Site Number	User Name	User Type	Acreage	Rate (in/wk)	Capacity (MGD)
PAA-1	North Peninsula – Residential	Residential Developments	595	0.60	1.38
PAA-2	Residential/Recreational Open Space	Residential Developments	594	0.60	1.38
PAA-3a	Oceanside Golf Course	Golf Course	125	1.4	0.68
PAA-3b	Tomoka Oaks Golf Course	Golf Course	147	1.4	0.80
PAA-3c	River Bend Golf Course (Future)	Golf Course	165	1.4	0.90
PAA-4	Western Ormond Beach – Residential	Residential Developments	1,399	0.60	3.26
PAA-5	South Peninsula-Residential	Residential Developments	676	0.60	1.57
		TOTAL:	**3,3701**	**--**	**9.98**

ADDENDEM NO. 2

June 4, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 2 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The deadline for questions to be submitted originally stated as June 1, 2020 at 5:00 p.m. has now been extended to June 8, 2020 at 5:00 p.m.

Item 2: The bid opening originally scheduled for June 10, 2020 at 2:00 p.m. has now been extended to June 17, 2020 at 2:30 p.m.

Item 3: Please delete "Page 16R of 33" from Addendum No. 1 and replace it with "Page 16R2 of 33."

Item 4: The following additional information is being provided in response to inquiries received.

Question 1: Can I please have some clarifications on the Addendum 1 answers? Specifically, Question 1, Question 15 and Question 16, the answer said that Asbestos and dioxin are not part of the permit. I see dioxin in the tables of the permit for RWS-A, RWS-B, RWS-C, RWS-G. Is this not for the Reuse Effluent Analysis section of the bid sheet on page 15R of 33?
Answer 1: YES, contrary to statements issued in Addendum No. 1, Dioxin is in fact included and required in accordance with the permit. To assist bidders, the relevant direct excerpt of the permit is provided herewith, and states the following:

> During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the RWS-A DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed

water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3) (j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3) (d)][62-600.680(2)][62-610.300(4)]*

Question 2: If the pricing sheet will not be altered, how will we decipher weekend work costs from weekday costs for specific tests and courier?

Answer 2: The pricing sheet, page 16R2 of 33, has been altered and made part of this addendum. A line item has been added beneath Fecal Coliform entitled “Fecal Coliform Additional Costs for Weekend Work” with a unit quantity of 104.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: _____

SIGNATURE: _____DATE:_____

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 2

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent	Various	WW		2	$	$
and Influent (including: 608,	SEE PERMIT					
624,625,Cyanide,phenolics,						
Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni,						
Se,Ag,Tl,Zn, Oil & Grease						
503 Sludge	Various	WW		4	$	$
Cryptosporidium and Giardia	1623	WW		1	$	$
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW		2	$	$
Low Level Mercury	1631E	WW		2	$	$
Sampling Disposal Fee for Mercury		WW		2	$	$
Nickel	200.8	WW		12	$	$
Copper	200.8	WW		12	$	$
Dichlorobromomethane	524.2	WW		12	$	$
Zinc	200.8	WW		12	$	$
Sodium	200.7	WW		52	$	$
Magnesium	200.7	WW		52	$	$
Calcium	200.7	WW		52	$	$
Chloride	300.0	WW		52	$	$
TDS	2540C	WW		52	$	$
Fluoride	300.0	WW		52	$	$
CBOD	SM5210B	WW		540	$	$
TSS	2540D	WW		644	$	$
TKN	351.2	WW		540	$	$
NOX	353.2	WW		260	$	$
TP	365.4	WW		520	$	$
Enterococci	Enterolert/ Quant-tray	WW		260	$	$
Fecal Coliform	SM9222D	WW		365	$	$
Fecal Coliform Additional Costs for Weekend Work		WW		104		
Wastewater Subtotal					$	

ADDENDEM NO. 3

June 9, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 3 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries received.

Question 1: Can we provide the large documents, such as the Quality Manuals, PT studies, audits and certifications on a CD or thumb drive only?
Answer 1: To assist bidders and reduce replication costs, the vendors shall have the option of supplying a paper copy of the "large documents" listed in the **Scope of Work, 2. Bid Requirements/ Information to be Provided with the Bidder's Submission,** as appearing on pages 11R and 12R, Item "a" and Items "c" through "k" inclusive. Bidders shall still submit a paper copy of Item 2.b, which states "A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract." While bidders have the option of supplying a paper copy of the items as noted herewith, this addendum does not relieve the bidder of supplying the required documents in digital format. In addition, should the bidder choose to omit submittal of certain documents in paper format, then it shall be the responsibility of the bidder to provide one paper copy of a "Table of Contents" or "List of Attachments" or "List of Exhibits" or other appropriately titled paper submittal that clearly identifies and lists each of the documents that are only provided in a digital format.

Question 2: For the Quality Manual can we mark it as a confidential document and only the city of Ormond Beach will have access to it?
Answer 2: No, upon submission of the bid documents, the Quality Manual shall be considered a public document and will not be considered confidential. We are not aware of any exemption which would cause that information to be confidential. If vendor would like to provide something to the contrary, we can take a look at it.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: _____

SIGNATURE: _____DATE:_____

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 3

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: Shawn Finley, Public Works Director

Date: July 28, 2020

Subject: Award of Laboratory Testing Services Bid No. 2020-23

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to award a contract to Pace Analytical Services, Incorporated (hereafter referred to as "Pace") to perform water and wastewater facility sample testing and lab analysis for assessing plant performance, and for compliance verification purposes with state and federal permit requirements for various constituents.

Background

Laboratory services are required to perform testing on ground water, potable water, sanitary sewer influent, effluent, reclaimed water and biosolids to verify compliance with state and federal requirements for various constituents. The City's current contract for lab services was originally bid in 2015 and was awarded to Pace. The current contract will expire on July 28, 2020. Having been in place for the maximum five years, the existing contract is not renewable.

The City solicited bids for testing services from qualified laboratories for one year periods, while providing an annual renewal clause, thereby making the contract effective for up to a maximum period of five years. Bids were received from two laboratories, ranging from $61,418 to $69,805. A copy of the bid tabulation sheet recorded at the June 17, 2020, bid opening is attached for reference.

Discussion

Staff reviewed the bids and identified the lowest responsive bid to be submitted from Pace in the amount of $61,418. The City is currently contracted with Pace and is satisfied with the results, quality control and service provided from this laboratory. In addition, Pace provided all required supplementary information in its bid submittal. Pace is a local business and is located at 8 Tower Circle in the City's Airport Business Park.

Budget Impact

The total budgeted annual cost for laboratory services is $100,000 in the FY 2019-2020 operating budget. Funding is split between Water Treatment in an amount of $15,000 and Wastewater Treatment in an amount of $85,000.

Citizen Impact

The accurate testing of water and wastewater in accordance with federal and state regulatory guidelines is absolutely essential in order to safely and successfully operate a water utility. Contracting with a knowledgeable, reputable, and experienced vendor ensures that public health, safety, and welfare are safeguarded, ensuring that our water resources are protected for the long term benefit of present and future generations.

Recommendation

Staff recommends award of Bid No. 2020-23 to the lowest responsive bidder, Pace Analytical Services, Incorporated, in the amount of $61,418 for annual laboratory testing services.

Attachments:

- 20-85 Lab Svcs-Pace Analytical (P20-0108G) (PDF)
- Pace Analytical Services (P20-0108G) (PDF)
- 2020-23 Addendum 1 Combined Final (PDF)
- 2020-23 Addendum 2 (PDF)
- 2020-23 Addendum 3 (PDF)
- 2020-23 Bid Tab Combined (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 7/17/2020

Claire Whitley, Assistant City Manager 7/20/2020

APPROVED BY: Joyce A. Shanahan, City Manager 7/23/2020

City of Ormond Beach
BID OPENING TABULATION
Laboratory Testing Services
Bid No. 2020-23

Bid Opening Date: June 17, 2020

Time: **2:30 P.M.**

Company Submitting Bid And Address	Addenda 1,2,3	Total Bid
PACE ANALYTICAL ORMOND BEACH, FL	✓✓✓	$61,418.00
FLOWERS CHEMICAL LABS ALTAMONTE SPRINGS, FL	✓✓✓	$69,805.00

Opened By: Robert Schatten (Signature)
Purchasing Coordinator (Title)

Tabulated By: Roger Smith (Signature)
UTILITIES ENGINEER (Title)

BID OPENING TABULATION

Project: Labortory Testing Services

Bid Number: 2020-23

Date & Time: June 17, 2020 2:30pm

Contractor	Addendum 1, 2, 3	Total Bid
Pace Analytical Ormond Beach, FL	YES	61,418.00
Flowers Chemical Labs Altamonte Springs, FL	YES	69,805.00

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

Robert Schattie
Purchasing Coordinator

Robert Schattie

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: Kevin Gray, Deputy Public Works Director

Date: September 22, 2021

Subject: Construction & Demolition Roll-Off Services Franchise Renewal for Waste Management Inc. of Florida

Commission Goal: N/A

Introduction

This item is to notify the City Commission of the renewal of an existing non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to Waste Management Inc., of Florida.

Background

On July 9, 2021, Waste Management Inc., of Florida ("Waste Management"), a business located at 1325 Hull Trail, Ormond Beach, Florida, 32174, submitted a construction and demolition roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, a non-refundable renewal fee of $1,500.00, and the annual franchise fee of $5,000.00 to the City of Ormond Beach.

Waste Management's existing contract will expire on September 30, 2021. Waste Management acknowledges the per roll-off charge of $48.95 to be remitted by the tenth day of each month accompanied with appropriate documentation.

Discussion

Attached is the construction and demolition roll-off services franchise agreement renewal application in its entirety. City staff had previously conducted background checks and a financial ability analysis of Waste Management to perform construction and demolition roll-off services within the City of Ormond Beach, and reported the checks had provided no information to disallow the City Commission to grant a non-exclusive franchise agreement.

Waste Management Inc. of Florida offers 10-, 20-, 30-, and 40-yard roll-off containers.

The principal owners have an extensive background in the recycling and solid waste industry and staff expects a high level of customer satisfaction from the company.

Budget Impact

Revenues from this non-exclusive agreement will be $5,000.00 from the receipt of the franchise fee, $1,500.00 from the renewal fee, and approximately $2,500.00 from pull charges.

Citizen Impact

The franchising of waste haulers ensures that these businesses operate within the requirements of the City of Ormond Beach. Currently, Waste Management Inc. of Florida, Waste Pro of Florida, WCA America, Creech Enterprises dba Southeast Container, Samsula Landfill Inc., GEL Recycling and My Dumpster Guy, LLC serve as the only roll-off haulers permitted to do business within the corporate limits of the City of Ormond Beach. Having a variety of authorized haulers provides residents a varied selection from which to choose.

Recommendation

City staff is providing public notice of its intent to renew the non-exclusive franchise agreement with Waste Management Inc. of Florida for the period from September 30, 2021, to September 30, 2022.

Attachments:

- Waste Management renewal application 2021 (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/3/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY: Joyce A. Shanahan, City Manager 9/15/2021

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Check one

☐ New ☑ Renewal ☐ Transfer ☐ Modification

Applicant Information:

Name: Waste Management Inc. of Florida

Address: 1325 Hull Trail

City/State/Zip Code: Ormond Beach, FL 32174

Phone Number: 904-759-5722

Contact Name: Jim Johns

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

Franchise Application Requirements And Requirement Checklist

☑ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;

N/A☐ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;

☑ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;

N/A☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;

☑ 5. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services;

☑ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;

☑ 7. List of all franchises awarded to the applicant and the status of those franchises;

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

☑ 8. List of all franchises applied for which were not granted during the previous five year period;

☑ 9. Written response to selection criteria as follows:
   1. The public need for the proposed franchise or franchise transfer.
   2. The financial ability of the applicant to perform
   3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;

☑ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 98-132 and any subsequent amendments thereto. Commercial General Liability coverage shall be $1 million each occurrence, $1 million aggregate products and completed operations and $50,000 fire damage (any one fire).

N/A☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copies of the application with the city clerk, or his or her designee. Any transfer of more than twenty-five (25) per cent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."

☑ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the city a nonrefundable application fee in the amount of two thousand five hundred dollars ($2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the city, unless otherwise prohibited by law or waived by the city, a nonrefundable application fee in the amount of one thousand five hundred dollars ($1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or city under a franchise.

☑ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the city. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.

2. Franchisee: person or corporation to whom the City has issued a non exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Applicant agrees to comply with all applicable provisions of the City of Ormond Beach, Florida Code of Ordinances Chapter 10, Article IV, as may be amended.

Waste Management Inc. of Florida
Applicant name (Print or Type)

By: David Myhan David Myhan, President
Applicant signature

July 8, 2021
Application submission date

Dennis Boyer 7/9/21
Application received by date

Dennis Boyer 15255537 6/29/21
Application fee received by check number check date

7/13/2021
Approved City Manager/designee signature date

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida and the Untied States of America.

BUSINESS ADDRESS of APPLICANT:
Address: 1325 Hull Trail

City: Ormond Beach State FL Zip 32174

Telephone No. 904-759-5722 Fax No. _____

Federal ID. No. 59-1094518

SIGNATURE OF APPLICANT
If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: Waste Management Inc. of Florida
Corporate Name

(a Florida Corporation)

by: David Myhan David Myhan
Signature

Title: President

Attest: _____ (SEAL)
RONALD M. KAPLAN, ASST. SEC. Corporate Secretary

NOTARY PUBLIC: _____

STATE OF: Florida **COUNTY OF:** Broward
The foregoing instrument was acknowledged before me this June 15th *day of* 2021 *by* David Myhan *who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: Coleen T. Houlihan

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

COLEEN T. HOULIHAN
MY COMMISSION # HH 004070
EXPIRES: August 2, 2024
Bonded Thru Notary Public Underwriters

Commission Number: _____ My Commission Expires: _____

Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
WASTE MANAGEMENT INC. OF FLORIDA

Filing Information

Document Number	279946
FEI/EIN Number	59-1094518
Date Filed	03/30/1964
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	07/15/2019
Event Effective Date	NONE

Principal Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Mailing Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/23/1992

Address Changed: 04/19/2011

Officer/Director Detail

Name & Address

Title President, Director

MYHAN, DAVID M
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

FARMER, DOMENICA
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

CARROLL, THOMAS G
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, CFO, Controller

NAGY, LESLIE K
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Treasurer

REED, DAVID L
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Asst. Treasurer

LOCKETT, MARK A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Asst. Secretary

LAMBROS , JAMES F
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

FOSTER , JANNE C
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

KAPLAN , RONALD M
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Secretary, Director

TIPPY , COURTNEY A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

Wilson, James A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Treasurer

BENNETT, JEFF R
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

SILVA, LISA
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

LONGO, ROBERT E
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Annual Reports

Report Year	Filed Date
2019	01/02/2019
2020	04/08/2020
2021	04/13/2021

Document Images

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12/23/2003 -- Merger	View image in PDF format
09/22/2003 -- REINSTATEMENT	View image in PDF format
06/02/2003 -- ANNUAL REPORT	View image in PDF format
02/25/2003 -- ANNUAL REPORT	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
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12/23/2002 -- Merger	View image in PDF format
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12/15/2000 -- Merger	View image in PDF format
12/15/2000 -- Merger	View image in PDF format
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05/11/2000 -- ANNUAL REPORT	View image in PDF format
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05/27/1999 -- Court Order	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
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05/01/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
04/09/1996 -- ANNUAL REPORT	View image in PDF format
04/20/1995 -- ANNUAL REPORT	View image in PDF format
03/30/1964 -- Filings Prior to 1995	View image in PDF format

Florida Department of State, Division of Corporations

State of Florida
Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 8, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of May, 2020

Secretary of State

Tracking Number: 8813570160CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

WASTE MANAGEMENT

Service Vehicles

Unit #	Type	Unit Description			SerialNumber	License Plate	State
402922	Roll Off	1999	MACK	RD690S	1M2P264CXXM027883	P4476B	FL
408837	Roll Off	2002	FREIGHTLIN	FL112	1FVHBGA842HJ67125	P9823C	FL
409553	Roll Off	2003	FREIGHTLIN	FL112	1FVMBGA893HK72730	P4485B	FL
409856	Roll Off	2003	FREIGHTLIN	FL112	1FVHBGA863HL77761	P4486B	FL
413110	Roll Off	2006	MACK	CV713	1M2AG11C46M036334	N6829Z	FL

1325 Hull Trail Ormond Beach FL 32174

WASTE MANAGEMENT

Waste Management Inc. of Florida has been collecting and transporting solid waste and commercial debris in the City of Ormond Beach, and Volusia County, for over twenty-five (25) years. We have a site located at 1325 Hull Trail in Ormond Beach FL. All equipment is stored and maintained at this location. We service over 3000 commercial and roll off customers from this location as well.

1325 Hull Trail Ormond Beach FL 32174

WASTE MANAGEMENT

Franchise Agreements

Current franchise agreements include, but are not limited to:

- City of Flagler Beach
- Clay County
- City of Daytona Beach
- City of Jacksonville
- City of Palm Coast
- Town of Ponce Inlet
- St. Johns County
- Volusia County
- City of St. Augustine Beach
- City of New Smyrna Beach

1325 Hull Trail Ormond Beach FL 32174

WASTE MANAGEMENT

1) Due to the high quality of the services rendered by Waste Management Inc. of Florida, and the demand by our clients, there is a need for services by the company inside the City limits of Ormond Beach.

2) Included in this document is the Credit and Financial information, concerning Waste Management Inc. of Florida, showing our ability to continue to invest in resources to provide goods and services to the company's clients.

3) Included in this document is Waste Management Inc. of Florida's credit application information.

1325 Hull Trail Ormond Beach FL 32174

WASTE MANAGEMENT
1001 Fannin St.
Houston, TX 77002
(713) 512-6200

CREDIT AND FINANCIAL INFORMATION

Waste Management (the "Company"), through its subsidiaries, is North America's leading provider of comprehensive waste management and environmental services. The Company is also a leading developer, operator and owner of landfill-gas-to-energy facilities in the United States. The Company partners with its residential, commercial, industrial and municipal customers to manage and reduce waste at each stage from collection to disposal through a network of landfill sites (the largest network of landfills in North America), transfer stations, recycling facilities, organic processing facilities and landfill-gas-to-energy projects.

FINANCIAL SUMMARY	2019 (Amounts in Millions)
Operating Revenue	$15,455
Income from Operations	$2,706
Cash Provided by Operating Activities	$3,874
Total Assets	$27,743
Cash and Cash Equivalents	$3,561
Stockholders' Equity	$7,068
Total Equity	$7,070

COMMON STOCK

Ticker Symbol	WM (NYSE)
Shares Outstanding	424.3 million

AVAILABLE CREDIT LINES

Total U.S. Revolving Facilities:	$3.5 billion
Administrative Agent:	Bank of America, N.A.

CREDIT RATINGS

Moody's	Standard & Poor's	Fitch
Baa1/P-2/Stable	A-/A-2/Stable	BBB+/F-2/Negative

Dun & Bradstreet Rating	D&B Number
5A2	19-467-2085

WASTE MANAGEMENT INC.

1001 Fannin Street
Houston, TX 77002
(713) 512-6200

CREDIT APPLICATION INFORMATION

Waste Management, Inc.
1001 Fannin Street
Houston, TX 77002

Dun & Bradstreet #: 19-467-2085

Trade References:

BANK:

Bank of America
Acct #: 81887-10018
For Account Validation: Please call (844) 401-6078, Option 2 or visit www.bankvod.com .

TRADE:

Vanguard Truck Center dba Houston Mack Sales and Services
P.O. Box 24306
Houston, TX 77229
Contact: Missy Roberts
Phone: 713-673-1444
Fax: 713-673-7354

Staples, Inc.
Regent Center II
4790 Regent Boulevard, Suite 250
Irving, Texas 75063
Fax: 508-382-1508
Email: CreditReference@Staples.com
(Email or Fax Only)

McNeilus Truck and Manufacturing, Inc.
524 E Hwy St., PO Box 70
Dodge Center, MN 55927
Contact : Jen Clark
Phone : 507—374-8222

Houston Freightliner Inc.
9550 North Loop East
Houston, TX 77029
Contact: John Thomas
Phone: 713-672-4115

Taylor Communications (formerly Standard Register Company)
13105 Northwest Freeway Suite 1110
Houston, TX 77040
Fax: 937-913-3047

Email:tara.griffin@taylorcommunications.com
(Email or Fax Only)

Credit and Collections Dept
111 West First Street
Dayton OH 45402
Fax: 937-913-3047

Updated: 6/09/2020

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY) 12/14/2020

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

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

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E :	
INSURER F :	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT INC. OF FLORIDA
1325 HULL TRAIL
ORMOND BEACH FL 32174

COVERAGES FLORMBEA **CERTIFICATE NUMBER:** 13077182 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C6781180A (AOS) WLR C67811768 (AZ,CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: CONSTRUCTION & DEMOLITION ROLL-OFF SERVICES NON-EXCLUSIVE FRANCHISE APPLICATION. ADDITIONAL INSURED IN FAVOR OF CITY OF ORMOND BEACH ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13077182
CITY OF ORMOND BEACH
PUBLIC WORKS DEPARTMENT
22 S. BEACH STREET
ORMOND BEACH FL 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: Brian Rademacher, Economic Development Director

Date: September 22, 2021

Subject: 2022 City of Ormond Beach Legislative Action Agenda

Commission Goal: N/A

Introduction

This is a disposition item for the City Commission to consider a legislative action agenda for the 2022 State Legislative Session.

Background

The City Commission has annually participated in the presentation of legislative action items that reflect the City's needs. Staff works closely with Doug Bell, of Metz Husband & Daughton, PA (MHD), who represents the City's interests at the State Legislature. The Legislative representative reviews, on a continuing basis, all existing and proposed State of Florida policies, programs, and legislation affecting the City. MHD assists the City Commission, City Manager, and staff in the coordination and development of the City's legislative program, and meets with legislators and state agencies. Legislative issues may include: public safety, law enforcement, economic development, infrastructure improvements, transportation, environmental, revenue enhancement, and home rule issues.

Discussion

The following legislative action items were discussed at the September 8, 2021 City Commission meeting and staff received direction to pursue the following legislative priorities for Fiscal Year 2022:

ENVIRONMENT | WATER QUALITY & CONSERVATION
City staff has four shovel ready projects focused on water quality and conservation to serve current and future residents of Ormond Beach. Ormond Beach is committed to environmental stewardship by reducing the negative impacts of pollutants to water bodies and providing clean water to its residents and visitors.

The City of Ormond Beach has made a commitment towards reducing discharge of treated wastewater effluent to water bodies within the next decade, which aligns with the recently adopted SB 64. Projects completed in the past decade have allowed the City to reduce the discharge of treated effluent from the City's water reclamation facility and further reduce nutrient loading to the Halifax river.

Improving water quality for its residents and visitors is critical. The City plans to implement the latest technology at the water treatment facility to meet current and future demand. The City's goal is to increase funding for water and water reclamation infrastructure to ensure our facilities operate at adequate capacity and highest efficiency. Provided below are a list of projects.

(1) To implement a state-of-the-art water reclamation facility, the City seeks to pursue plant modifications and installation of an Ultraviolet (UV) disinfection system at the Water Reclamation Facility. Ultraviolet disinfection has been successfully used in the treatment of municipal wastewater for over 40 years providing a safe, environmentally friendly service that eliminates the need for chemicals and the potential for overdosing that can occur. This project proposes conversion of the existing chlorine contact chambers to UV treatment through the installation of an Ultraviolet light treatment system. This system provides a reliable disinfection of waste effluent, greatly reducing the use of chemicals treating the effluent later distributed as reclaimed water to City customers. Utilization of UV disinfection will upgrade the process utilized by our Water Reclamation Facility by reducing the reliance on chemical usage to ensure disinfection of the effluent stream. This reduction allows for the process to adjust to fluctuating flow rates that may affect the dosing of the chemicals utilized. This directly results in a more consistent product, whether directed as effluent for disposal or as reclaimed water to our customers. An operational cost savings is also realized when considering this reduction in chemical usage.

(2) The City of Ormond Beach has been extremely successful in the expansion of its reclaimed water program. Additional transmission and storage capabilities will permit the City to provide a more reliable source of reclaimed water to customers further reducing effluent discharge. The following two projects are proposed:

a) Construction of a second reclaimed water transmission line across the Halifax River. A second main will provide redundancy to ensure that service can be maintained, but will also increase capacity to the City's beachside customers reducing effluent flow to the river.

b) Construction of an additional reclaimed water storage tank to serve the City's western service area. The tank will allow for an additional day of storage and buffering during the growing season where periods of rain and drought change frequently.

(3) The City provides potable water service to residential, retail, and commercial

customers throughout the City and obtains this water from four separate wellfields. Potable water demand is expected to increase. Given the anticipated need for additional raw water production, the City seeks to expand the Hudson Wellfield. This project would increase redundancy in our wells and bring needed additional capacity. This project includes construction of three additional wells within the Hudson Wellfield. The City's existing consumptive use permit included the construction of three new wells within the Hudson Wellfield which are estimated to pump 300 gallons per minute (GPM) resulting in an additional capacity of 1.29 millions of gallons per day (MGD).

(4) Included in the City's Utility Master Plan is the residential sewer retrofit area of Magnolia/Oak Drive and Bonita Avenue. This project proposes the construction of a sanitary sewer collection system, including gravity sewers and pressurized force main transmission lines. This project is a good candidate for septic to sewer conversion because no additional pumping stations will be needed. This allows for the conversion of 76 residences from septic tanks to City of Ormond Beach sewer. This project benefits the water quality of Misner's Branch, a tributary of the Tomoka River, by eliminating the flow of effluent water containing nitrogen and phosphorous. *This project would be pursued if sufficient resident interest is demonstrated.* Additionally, the City would pursue grant funding to reduce the financial burden for residents to convert their system, and the city would seek grant funding to reduce its financial burden.

POLICY PRIORITIES

In addition to advocating for Water Quality and Conservation, the City remains committed to promoting and advocating in the following areas:

- **Transportation** - Ormond Beach seeks to develop and maintain a balanced, efficient and safe transportation system. The City advocates for legislation that provides for technical assistance to support innovative improvements to transportation infrastructure. The City advocates for identifying additional transportation revenue to support infrastructure and transit projects to enhance our economic development opportunities and surging transportation demands, driven by growth throughout Florida, Volusia County, and Ormond Beach.
- **Economic Development** - To ensure the economic health and vitality of Ormond Beach, the City provides an environment allowing businesses to thrive through programs focused on business retention, expansion and attraction. The City supports increased funding for merit-based incentives that maximize economic development opportunities for these programs. Further, the City supports efforts to increase collaboration and technical assistance to help local government build economic resiliency and support entrepreneurship.
- **Home Rule** - Ormond Beach seeks to protect local self-government, in order to be able to continue local decision-making. The City believes it should retain the flexibility and independence to serve the needs of our local community to enact local laws.

Budget Impact

There is no budget impact at this time. The projects identified are part of the City's five-year capital plan and are already considered for funding in future years. Should funding be made available through the legislative session, an evaluation will be made on allocation of funds to complete the project.

Citizen Impact

The legislative action agenda advocates for improved water quality and conservation. Advocacy and any funding made available for projects will have a positive impact on the citizens of Ormond Beach.

Recommendation

Staff requests approval of the above outlined legislative initiatives. A one-page, double-sided handout has been created for distribution.

REVIEWED BY:

Kelly McGuire, Finance Director 9/15/2021

Claire Whitley, Assistant City Manager 9/15/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/16/2021

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: Steven Spraker, Planning Director

Date: September 22, 2021

Subject: LDC Amendment - Car/Motorcycle Washes

Commission Goal: Community Development - Other

Introduction

This agenda item was previously presented to the City Commission on July 20, 2021, and the City Commission voted to amend the original item, prohibiting car and motorcycle washes citywide during the recognized special events, including Biketoberfest and Bike Week. Based on the changes required to the ordinance, this item is undergoing a new first reading on September 8, 2021 and is scheduled for second reading on September 22, 2021.

This is an administrative request to amend Chapter 2 - District and General Regulations, Article III. - General Regulations, Section 2-50, Accessory Uses, subsection (v). - Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes, including the prohibition of car and/or motorcycle washes during recognized special events, including Biketoberfest and Bike Week citywide.

Background

On November 15, 2005, via Ordinance No. 2005-48, the accessory uses subsection of outdoor activities of the Land Development Code was amended. The purpose of the amendment was to address the inability of non-profit organizations to conduct outdoor special events. Examples of events included car washes, cookie sales, and church outdoor events. These events were previously defined as outdoor activities and only allowed with a public hearing as a Special Exception.

The 2005 amendment provided broad allowances for non-profit groups to perform outdoor activities as a special event. The special event activities require a permit but no application fees are assessed. Outdoor activities for retail use not associated with a non-profit are limited to sidewalk and tent sales of the goods, sold by the principal building. All other outdoor activities require Special Exception public hearings.

Concern has been expressed regarding the operation of bike washes during Biketoberfest and Bike Week events, specifically along the South Atlantic Avenue corridor. Nonprofit organizations and property owners have obtained a special event permit for multi-day car and motorcycle car washes. Non-profit organizations have hired workers for the multi-day event, from four (4) to ten (10) days, for the motorcycle washes. Concerns expressed have included the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety.

The purpose of this item is to determine if time limits and/or setback restrictions should apply to car & motorcycle washes. Car and motorcycle wash events or activities that are not a primary business use are already prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Sections 2-84 through 2-94 of the Land Development Code.

Options for the regulation of non-profit car and motorcycle washes discussed in the attached May 13, 2021 Planning Board meeting staff report include:

1. **Do nothing. This option would allow the continuation of non-profit related car and motorcycle washes with no limitation on the duration.**
   This option would not require an amendment to the Land Development Code and the amendment should be denied if this option is selected. This option would allow the issuance of multi-day car and motorcycle washes provided that the permit is obtained by a non-profit with the authorization of the property owner. Special event permits have been issued for multi-day motorcycle wash events for a number of years.
2. **Limit the duration of car and motorcycle washes. Many non-profit related car and motorcycle washes operate within a one-day period over a week for 4 to 6 hours. A sub-option is to establish setbacks for the operation of car and motorcycle washes.**
   A central issue with the motorcycle washes is the length of the activity over multiple days. One option is to continue to allow the motorcycle washes but limit the duration of the events in terms of hours allowed and frequency over time. An additional option is to establish setback regulations to distance the uses from the abutting roadway(s).
3. **Prohibit car and motorcycle washes citywide during the recognized special events including Biketoberfest and Bike Week.**
   A third option is to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide. As referenced earlier, motorcycle washes are prohibited within the North U.S. Highway

At the July 20, 2021 City Commission meeting, the City Commission amended Ordinance No. 2021-21 to select option 3 above. Option 3 would prohibit car and motorcycle washes citywide during the recognized special events, including Biketoberfest and Bike Week citywide. Based on the amendment, the item is being brought back for first reading on September 8, 2021, and if approved, would be presented for second reading on September 22, 2021.

Discussion

The Planning Board reviewed the proposed Land Development Code amendment and recommended approval with a 5-2 vote with multiple amendments. Board discussion included the following items:

1. Amended the language from the original Land Development Code amendment to remove the limitation of one event per calendar week per property.
2. Amended the language from the original Land Development Code amendment to remove the requirement of a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.
3. Amended the language from the original Land Development Code amendment to state the event shall be set back inside the edge of the sidewalk and cannot be on the right-of-way.
4. Code enforcement for car and motorcycle cannot be complaint driven for these events. Enforcement is required to keep activities off the right-of-way.
5. The Board discussed various options for setbacks and elected that the event could occur with no special setbacks provided that the activities stayed within their private property.

There were two individuals who spoke at the Planning Board meeting. One speaker was the business owner of a restaurant who partners with a non-profit organization. The business owner questioned, “the rules are already in place and asked why it is not being enforced to the businesses that violated it, and not take it out on the businesses that followed it.” The business owner stated that the motorcycle wash events have a positive economic impact on the restaurant and support the non-profit organization. The president and founder of a non-profit organization detailed the event activities and the positive impact the event has on the non-profit organization.

The minutes of the Planning Board meeting are attached in the City Commission packet.

Budget Impact

There is no budget impact associated with the Land Development Code amendment. The amendment is sought to clarify the regulations regarding car and motorcycle washes related to non-profit organizations.

Citizen Impact

Special event car and motorcycle washes have occurred for a number of years. City staff have received concerns regarding the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. At the July 20, 2021, the City Commission provided direction to prohibit car and/or motorcycle washes during recognized special events, including Biketoberfest and Bike Week citywide.

Recommendation

The ordinance has been written as voted by the City Commission at the July 20, 2021 meeting. It is recommended that the City Commission **APPROVE** the amendments to Land Development Code, Chapter 2 - District and General Regulations, Article III. - General Regulations, Section 2-50, Accessory Uses, subsection (v). - Outdoor activities to amend the conditions for non-profit related car and motorcycle washes, including the prohibition of car and/or motorcycle washes during recognized special events, including Biketoberfest and Bike Week citywide, as reflected in the attached ordinance.

Attachments:

- 21-32 LDC car-motorcycle washes (P21-0075G) (PDF)
- LDC Amendment Section 2-50(v), Car & Motorcycle Washes, PB Staff Report (PDF)
- DRAFT - Planning Board minutes - Car & Bike Washes (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/1/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/2/2021

ORDINANCE NO. 2021-32

AN ORDINANCE AMENDING SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE *LAND DEVELOPMENT CODE* OF THE CITY OF ORMOND BEACH BY AMENDING THE CONDITIONS FOR TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES BY NON-PROFIT ENTITIES; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES WITHIN THE NORTH U.S. HIGHWAY 1 MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES THROUGHOUT THE CITY DURING RECOGNIZED SPECIAL EVENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's planning staff has proposed that the City of Ormond Beach *Land Development Code* ("the *LDC*") be amended to amend the conditions for non-profit related car and motorcycle washes within Section 2-50, Accessory Uses, of the *LDC*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the recommended amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c)(2), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the recommended amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, and

WHEREAS, on July 20, 2021, the City Commission voted to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, of Article III, General Regulations, of the *LDC* is hereby amended to read as follows:

Sec. 2-50. – Accessory Uses.

(~~v~~w) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.

(2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:

a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~u~~w)(10) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:

1. Police officers at the expense of the applicant to help ensure public safety;

2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.

h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

(3) The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

(4) The sale of food or beverages, other than as promotional items, is prohibited.

(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.

(6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.

(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

(9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.

(10) Carwashes, motorcycle washes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:

a. The proposed event~~s~~ or activity does not impede pedestrian or vehicular traffic.

b. A special event permit must be obtained from the building department. A permit fee shall not be required if the organization provides proof of its nonprofit status.

~~b~~c. The following application information is required for outside events:

1. Days of the events.
2. Hours of operation.
3. Expected number of participants.
4. Types of temporary structures.
5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.

~~c. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~

d. Motorcycle/car wash events, and associated activities, of a temporary or itinerant nature may be allowed subject to the following conditions:

1. Compliance with the application requirements provided in subsection (10)c of this Section.
2. The event shall be limited to no more than six (6) continuous hours between 8:00 a.m. and 5:00 p.m. in any single day.

3. The event must at all times be contained within the legal boundaries of the real property described in the permit. All activities shall be prohibited within public rights-of-ways, easements and other public property.

4. All event participants must fully comply with all permit conditions and with all applicable rules, regulations and laws. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or an event participant may be cause for the denial of future event permits by the violator and/or at the subject real property.

5. No more than twelve (12) event~~s~~ permits shall be issued in a calendar year for the subject real property.

6. Motorcycle/car wash events of a temporary or itinerant nature are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area, as more particularly described in Article VII, of Chapter 2 of this Code.

7. Motorcycle/car wash events of a temporary or itinerant nature are prohibited throughout the city during Recognized Special Events, which are defined as: Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; Jeep Week; organized Truck events; and other specially licensed outdoor entertainment activity involving more than one property owner or that includes five hundred or more participants.

~~d~~e. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

f. There are no public safety hazards, as determined by the planning director or designee.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second and final reading of the City Commission, this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY HONTZ
Acting City Clerk

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: May 3, 2021

SUBJECT: Land Development Code amendment: Section 2-50(v). – Outdoor activities (car & motorcycle washes)

APPLICANT: Administrative

NUMBER: LDC 2021-055

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to amend Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.

BACKGROUND:

On November 15, 2005, with Ordinance 05-48, the accessory uses subsection of outdoor activities of the Land Development Code was amended. The purpose of the amendment was to address the inability of non-profit organizations to conduct outdoor special events. Examples of events included car washes, cookie sales, and church outdoor events. These events were previously defined as outdoor activities and only allowed with a public hearing as a Special Exception. The 2005 amendment provided broad allowances for non-profit groups to perform outdoor activities as a special event. The special event activities require a permit but no application fees are assessed. Outdoor activities for retail uses not associated with a non-profit are limited to sidewalk and tent sales of the goods sold by the principal building. All other outdoor activities require Special Exception public hearings.

Concern has been expressed regarding the operation of bike washes during Biketoberfest and Bike Week events, specifically along the South Atlantic Avenue corridor. Nonprofit organizations and property owners have obtained a special event permit for multi-day car and motorcycle car washes. Non-profit organizations have hired workers for the multi-day event, from 4 to 14 days, for the motorcycle washes. Concerns expressed have included the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. The purpose of this item is to determine if time limits and/or setback restrictions should apply to car & motorcycle washes. Car and motorcycle wash events or activities that are not a primary business use are already prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Sections 2-84 through 2-94 of the Land Development Code.

Examples of motorcycle washes – Biketoberfest 2020 and Bike Week 2021:

EXHIBIT 1: Biketoberfest 2020, 790 South Atlantic Avenue

EXHIBIT 2: Bike Week 2021, 570 South Atlantic Avenue

EXHIBIT 3: Bike Week 2021, 890 South Atlantic Avenue

ANALYSIS:

This item is being presented based on complaints received during Biketoberfest and Bike Week regarding the motorcycle washes along South Atlantic Avenue. The complaints have included the duration of the special event, individuals advertising the event in the right-of-way and traffic safety. The options for the regulation of non-profit car and motorcycle washes are discussed below:

1. **Do nothing. This option would allow the continuation of non-profit related car and motorcycle washes with no limitation on the duration.**

   This option would not require an amendment to the Land Development Code and the amendment included in Attachment 1 should be denied if this option is selected. This option would allow the issuance of multi-day car and motorcycle washes provided that the permit is obtained by a non-profit with the authorization of the property owner. Special event permits have been issued for multi-day motorcycle wash events for a number of years.

2. **Limit the duration of car and motorcycle washes. Many non-profit related car and motorcycle washes operate within a one-day period over a week for 4 to 6 hours. A sub-option is to establish setbacks for the operation of car and motorcycle washes.**

   A central issue with the motorcycle washes is the length of the activity over multiple days. One option is to continue to allow the motorcycle washes but limit the

duration of the events in terms of hours allowed and frequency over time. An additional option is to establish setback regulations to distance the uses from the abutting roadway(s). A proposed Land Development Code amendment implementing this option is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

(v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.

(2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:

a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~u~~w)(10) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:

1. Police officers at the expense of the applicant to help ensure public safety; and

2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.

h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

(3) The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

(4) The sale of food or beverages, other than as promotional items, is prohibited.

(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.

(6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.

(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

(9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.

(10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:

a. The proposed events do not impede pedestrian or vehicular traffic.

b. The proposed event is required to obtain a special event permit with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.

~~b~~c. The following information is required for outside events:

1. Days of the events.

2. Hours of operation.
3. Expected number of participants.
4. Types of temporary structures.
5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle and car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
    a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
    b) The event shall be limited to no more than one day.
    c) No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.
    d) The event shall be set back a minimum distance of at least fifty feet from all roadways abutting the property at which the event shall occur.
    e) The event shall only be allowed on the property that is described in the permit.
    f) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations, and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
    g) Motorcycle and car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.

~~c. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~

d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

f. There are no public safety hazards, as determined by the planning director or designee.

3. **Prohibit car and motorcycle washes citywide during the recognized special events including Biketoberfest and Bike Week.**

   A third option is to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide. As reference earlier, motorcycle washes are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area throughout the year.

It is staff's belief that the non-profit activities were never intended to allow uses over a multi-day period on private property. If the outdoor activity seeks events of this duration, then the ability to obtain a Special Exception exists with public notice and public hearings to review the outdoor activity. Staff would recommend that Option 2 be selected to address the concerns about car and motorcycle washes.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed amendment does not propose any site specific development. Concerns have been expressed about the duration of the motorcycle washes, location on the site of the motorcycle washes, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. Option 2 (duration and setbacks) would address the concerns of duration and location of the motorcycle washes. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of**

adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendment does not approve any site specific development and will not have any impacts on surrounding properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment is not applicable to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments to Land Development Code, Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities to amend the conditions for non-profit related car and motorcycle washes (Option 2), as shown in Attachment 1. If the Planning Board believes that the existing allowance for multi-day for car and motorcycle washes should continue, then this amendment should be denied.

Attachments:

Attachment 1: Proposed Land Development Code amendment
Attachment 2: Current Section 2-50(v) of the Land Development Code

Attachment 1:

Proposed Land Development Code amendment

Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50 (v)

(v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.

(2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:

a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~u~~w)(10) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:

1. Police officers at the expense of the applicant to help ensure public safety;

2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.

h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

(3) The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

(4) The sale of food or beverages, other than as promotional items, is prohibited.

(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.

(6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.

(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

(9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.

(10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:

a. The proposed events do not impede pedestrian or vehicular traffic.

b. <u>The proposed event is required to obtain a special event permit with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status</u>.

~~b~~<u>c</u>. The following information is required for outside events:

1. Days of the events.

2. Hours of operation.

3. Expected number of participants.

4. Types of temporary structures.

5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle/car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
    a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
    b) The event shall be limited to no more than one day.
    c) No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.
    d) The event shall be set back a minimum distance of at least fifty feet from all roadways abutting the property at which the event shall occur.
    e) The event shall only be allowed on the property that is described in the permit.
    f) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
    g) Motorcycle/car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.

~~c. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~

d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

f. There are no public safety hazards, as determined by the planning director or designee.

Attachment 2:

Current Section 2-50(v) of the Land Development Code

e. Notarized letter of approval for the home occupation from the property owner and/or property manager if the location is tenant occupied.

(5) *Expiration.* The home occupation and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.

(6) *Nontransferability.* A home occupation approval shall not be transferred to another person through the sale, lease or rental of the property on which the home occupation is located or in any other manner.

(7) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.

(u) *Manager's residence in commercial and industrial districts.*

(1) One (1) unit may be provided in motels, hotels or timeshares.

(2) One (1) unit may be allowed in conjunction with industrial use involving extensive high-cost equipment or national security interests. Applicant shall demonstrate the need for such unit.

(3) Occupant must be an employee or principal of the business.

(v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.

(2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:

a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (u)(10) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:

1. Police officers at the expense of the applicant to help ensure public safety;

2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.

h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

(3) The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

(4) The sale of food or beverages, other than as promotional items, is prohibited.

(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.

(6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.

(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

(9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.

(10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:

a. The proposed events do not impede pedestrian or vehicular traffic.

b. The following information is required for outside events:

1. Days of the events.
2. Hours of operation.
3. Expected number of participants.
4. Types of temporary structures.
5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.

c. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.

d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

e. There are no public safety hazards, as determined by the planning director or designee.

(w) *Outdoor storage, parking or use of personal property in a residential district.*

(1) The outdoor storage, parking or use of any item of personal property not listed in subsection (v)(2) of this section is prohibited in all residential zoning districts. Items of personal property listed in subsection (v)(2) of this section shall be permitted to be stored, parked or used in the manner prescribed.

(2) The use of personal property items that are customarily associated with and incidental to residential premises, such as swings, slides and lawn chairs, lawn ornaments, picnic tables, grills and the like.

a. The necessary outdoor storage of personal property during the construction or repair of permanent improvements on the premises.

b. All vehicles shall be in operable condition at all times and, where applicable, shall evidence such condition by displaying the vehicle's license plate with current year registration validation sticker.

c. The display of one (1) vehicle for sale on a single-family lot, subject to the following conditions:

1. The vehicle shall be registered to the owner of the lot or to a resident of the dwelling located on that lot.

2. No more than one (1) vehicle shall be displayed per day.

3. No vehicle shall be displayed for more than thirty (30) consecutive days.

4. No vehicle or combination of vehicles shall be displayed for more than sixty (60) days in a calendar year.

(3) The use of personal on-site storage structures shall be limited to situations where a person or business is moving to a new location. The personal storage unit shall not be placed on the site for a period over thirty (30) days.

(4) There shall be no parking of vehicles, licensed or unlicensed, in the front yard of any residential property or in the side yard of a corner lot property except as:

a. On driveways constructed in accordance with an approved driveway permit and that meet the requirements of this Land Development Code.

b. Vehicles that are parked for a period of seventy-two (72) hours or less for occasional social gatherings (including, but not limited to: weddings, family reunions, holidays, parties, etc.) that do not occur more than four (4) times a calendar year.

c. On driveways that are widened up to a maximum of four hundred (400) square feet in area, provided the driveway widening is contiguous to the existing driveway extends from the existing driveway toward the side lot line away from the front of the house, is improved as defined in subsection (v)(4)d of this section, does not extend into the right-of-way, and complies with all other driveway and setback requirements of this Land Development Code.

d. A widened parking is improved if it is constructed with one (1) of the following approved materials: asphalt, bituminous brick, concrete, turf block, brick pavers or pervious concrete. Stone gravel or mulch is allowed for a period not to exceed twelve (12) months, and may be granted for one (1) additional period of twelve (12) months.

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May 13, 2021 Planning Board minutes

Administrative amendment to the Land Development Code (LDC), Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities.

in order for that type of use the lease agreements would need to be amended as it is not currently allowed by Code and is not allowed under their contract with the City. The Code would need to be amended to authorize it and then the lease agreements would need to be amended to state that they have the ability to do it.

A discussion continued regarding food trucks at city sports events. Chairman Thomas expressed that he does not want the food trucks to affect the restaurants.

Audience Comments

Ms. Dorian Burt, 203 Pine Cone Trail, stated that as long as it is clear that the food trucks are not allowed downtown on any private property. The discussion is that they are allowed for City or nonprofit events. She explained that during special events the restaurants cannot accommodate all of the people, therefore there are no issues with food trucks at that time. Ms. Burt commented that block parties should be inside subdivisions and not on residential streets that are not part of a subdivision. She concluded that she would not want a block party on Lincoln Avenue taking away from the restaurants. Chairman Thomas replied that it is pretty clear that the restaurants are protected.

Mr. Jorczak motioned to approve LDC 2021-052 – Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment. Mr. Briley seconded it. Vote was called, and the motion was approved (7-0).

E. <u>LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment</u>

Mr. Steven Spraker, Planning Director, stated that LDC 2021-055 is an administrative request to amend Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities of the Land Development Code (LDC), to amend the conditions for nonprofit related car and motorcycle washes. He continued that there are two processes to allow outdoor activities, the first being the Special Exception. As an applicant seeks to do items that are outside their building, they are required to go through a public hearing process. Mr. Spraker touched on recent examples including the Boot Hill Saloon with their itinerant merchants and music, Custom FX with their itinerant vendors, outdoor music and outdoor sales. In 2005 as part of an accessory use the City created an exception for nonprofit uses. Mr. Spraker commented that it was not reasonable to make nonprofits go through the public hearing process, therefore a section of code was created to allow a nonprofit a broad ability to support fundraising abilities which currently being discussed.

Mr. Spraker expressed that over the last few years there have been concerns and complaints regarding motorcycle washes specifically during Bike Week and Biketoberfest along South Atlantic Avenue. Concerns presented to staff have been the duration of motorcycle washes beyond a one day event, the location of the event on the property, workers advertising the event within the right-of-way, distractions to motorists and traffic safety. Mr. Spraker stated that staff have spoken with property and business owners who expressed that they feel that they are bringing a service during special events and are earning money for nonprofits as well as their businesses. The three options for the Board to consider are:

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1. To do nothing as events have been permitted since 2016 with a special event permit. If no amendments are needed, then the Board should deny the application
2. Limit the duration of the car and motorcycle washes with a sub option to establish setbacks for them.
3. Prohibit the activity citywide during the recognized special events including Biketoberfest and Bike Week. Mr. Spraker explained that as the City annexed the North U.S. Highway 1 corridor, bike and car washes were prohibited that were not the principal use.

Mr. Spraker stated that staff drafted standards for discussion:

a. *The event shall be limited to no more than six contiguous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.*

b. *The event shall be limited to no more than one day.*

c. *No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.*

d. *The event shall be set back a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.*

e. *The event shall only be allowed on the property that is described in the permit.*

f. *All event participants must fully comply with all permit conditions and with all laws and city rules, regulations, and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.*

g. *Motorcycle and car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Services Area and Joint Planning Area per Chapter 2, Article VII of this Code.*

Mr. Spraker stated that it is recommended that the Planning Board approve the amendments to the Land Development Code (LDC), Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities to amend the conditions for nonprofit related car and motorcycle washes (recommendation-option 2). He pointed out that amendments are required to be advertised in a newspaper ad. Letters were sent to the individuals who had restaurants and events during the last Biketoberfest and Bike Week which was not required. If the Board feels that the concerns are not valid and that nothing should be done, then this amendment should be denied. If the Board is interested in establishing conditions then recommendation-option 2 should be selected. If the desire is to prohibit the activity then option 3 should be selected. Mr. Spraker concluded that the tentative City Commission dates are July 20, 2021 and August 4, 2021.

Mr. Briley asked about the concerns made. Mr. Spraker replied that the Neighborhood Improvement division (code enforcement) has received calls on the matter and Planning staff has also received concerns.

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Mr. Jorczak asked if the 50 foot setback stipulation proposal severely restricts the activity. Mr. Spraker answered that it would move the activity to the rear of the site. Mr. Spraker explained that the setback can be amended if that was the decision of the Board. The goal is to get the activity off of the right-of-way.

It was discussed that the lots are 150 to 200± feet deep. The concerns with some of the properties is that they have side streets. If the selection was to require 75 foot setbacks on the side streets as well that there may be location issues for an event.

Ms. Shull inquired about the North U.S. Highway 1 corridor and why the activity is not permitted there but is permissible on South Atlantic Avenue. Mr. Spraker explained that when the Interlocal Boundary Service Area (ISBA) was created there was a belief that it was not an appropriate use in that corridor. South Atlantic Avenue was not addressed at that time.

Mr. Briley commented, "if the activity happened in the back then they can still have someone next to the road waiving a sign because the activity is not occurring in the front of the building. They are seen when they are out front. If the entire activity is in the back and no one is out front to waive them in then no one knows what is happening."

Mr. Spraker stated that the goal of the 2005 amendment was to allow local nonprofits and sport teams to raise funds and it was not meant for multi-day events. A Special Exception can be applied for if the accessory use conditions cannot be met and can establish locations and show how it is appropriate to be located in the front with suggestions of standards.

Attorney Hayes specified that regarding the permitting process conditions can be imposed on the permit that requires that all of the event participants stay within a confined area within the 50 foot setback area. He continued that the North U.S. Highway 1 service area was a unique circumstance where the City cleaned up what Volusia County allowed and it was the focus at that time of what was being addressed with the regulations. Other areas within the city were not major concerns at the time as the City was not receiving the complaints that are being received now. Now there is a need to address those concerns and one way to do it is by the setbacks and permitting conditions that may require the participants to stay within a 50 foot buffer. It does not explicitly say that in the regulations but it can be stated as part of the code requirements and staff can impose it as part of the conditions on the permit.

Mr. Jorczak asked Mr. Spraker how many bike and car wash operations take place during Bike Week and asked if they were all on South Atlantic Avenue. Mr. Spraker replied three confirmed there, and all on South Atlantic Avenue.

Audience Comments

Mr. James Therrien, 1415 John Anderson Drive, stated he is one of the owners at the Wave Sports Bar and Grill and also owns the Seadrift in Ormond by The Sea. He commented that he does a lot of charitable events with the biker community and raises a lot of money throughout the year holding bike runs. The bike wash generates a lot of money to the business and to the Children are our Future Charity that benefits cancer. Mr. Therrien commented that he met with Planning staff prior to getting the permit issued for Bike Week and heard people were calling in complaining about the girls. He asked if it was known that the county parking lot was approved across the

street from the beach where the girls go across the street in their bikinis. He continued that he was asked if he could move it back because of the children and elaborated that if moved to the west that the Seabreeze High School students could see the activity out of the windows of the school. Mr. Therrien commented that children see girls in bikinis every day at the beach. Half of the proceeds of what the activity generates goes to the girls that are doing it and the other half goes to the charity. The restaurant staff receives an increase in their paychecks by the increase of customers that come in while they are waiting.

Ms. Constance Jones, President and Founder, Children are our Future Volusia County Incorporated, 1111 Ocean Shore Boulevard, stated that she has been in the area since the 1970's and grew up in the biker community and recently retired from the Department of Children and Families (DCF), working with abused children. She continued that she is in the 5th year of her own organization and supports it on her Social Security and retirement income. Ms. Jones explained that she helps sick children with devastating medical diagnoses and is partial to special needs. She raises money through the biker community and screens families that have issues with health insurance. Money is raised through the organization during poker runs for children who do not have money for the surgeries that they need. Ms. Jones added that the restaurant community has been a great help in raising money for the children. The Wave Sports Bar and Grill gives back to the charity from the bike wash which goes to the organization's operating expenses. Ms. Jones explained that she has the permit pulled and goes to the Wave Sports Bar and Grill and advises the girls that they have to be a certain distance from the road and advises them to call her with any problems. She commented that it is a "win-win" situation for her, the restaurant, and the women working the event that are raising children that need the extra money. Ms. Jones expressed understanding that staff wants to keep everyone safe and make the neighborhoods happy. She concluded that this is a beach town where everyone runs around in their baggies and bikinis everywhere but that she does want to do what is right and what the law allows.

Chairman Thomas stated that he thinks it is appropriate and turned it over to the Board for discussion.

Ms. Shull commented that after hearing Mr. Therrien and Ms. Jones speak it brings the realization that everyone is running around the streets with bathing suits on. She asked Mr. Spraker for additional information about the complaints. Mr. Spraker replied that concerns centered on the actions in the right-of-way for the bike and car wash. He commented that it may not be necessarily that the Wave Sports Bar and Grill may not have been in compliance but other operators may not have been. The 2005 regulation for non-profits was intended was to have limited time to allow the nonprofits the ability to have outdoor activities. If the limited time does not work, there is ability through the Special Exception to get a broader plan approved for a multi-year period.

Ms. Shull asked for clarification on the accessory use limitations. Mr. Spraker explained that the issue is that they are event-oriented for a four or 10 day period. The intent of the original ordinance was to be an event where a nonprofit attended for a day, not multi-days which is meant more for a Special Exception. Mr. Spraker reiterated that if the Planning Board thinks that the current operation is appropriate then option 1 to do nothing and deny the amendment is a choice. Ms. Shull asked if the setbacks are for the car and bike wash or if it is for people that are out front. Mr.

Spraker answered that it would be for multiple things and for all activities including people advertising the event, the tents, and the sign in the right-of-way to get it off of the street. He remarked that if the City Attorney's Office says that someone can be on the edge of the property advertising it then it would appropriate. The concern is the activities in the right-of-way.

There was discussion about the complaints regarding the sidewalk and how the activities need to stay within the sidewalk of the property boundary.

Mr. Therrien commented that he has followed all of the rules directed by Planning staff, and has kept the activity off of the street and did not display signs. He continued that the rules are already in place and asked why it is not being enforced to the businesses that violated it and not take it out on the businesses that followed it. He continued that the activity is part of Bike Week. Last year elected officials expressed support of all Bike Week activities during Covid. Mr. Therrien stated that this community is loaded with motorcycle enthusiasts and asked if bike activity is wanted or not. He remarked that the only other event within the city is up on North U.S. Highway 1.

Mr. Briley stated that he agrees that people walk around the streets in their bathing suits as it is a tourist corridor and is zoned as such. He expressed that his opinion is that as long as the activity is on the inside of the property on the inside of the sidewalk that it is not an issue. It assists the businesses along A1A. Mr. Briley concluded that when the City did the interlocal agreement with the County that the activity was not allowed along U.S. Highway 1 at that time but at some point should be researched.

Chairman Thomas noted that it is the beach and people do wear bathing suits and that motorcycle washes have been held for a long time. He expressed his concern with the complaints that people are being blocked and cannot come and go. Mr. Thomas commented that code enforcement is complaint driven. Chairman Thomas concluded that perhaps during Bike Week that the City not be complaint-driven and be more vigilant and make sure that the activities stay on the inward side of the sidewalk.

Ms. Tolland inquired about North U.S. Highway 1 and the changes made there and asked the difference with what is happening on A1A now as opposed to what was going on then. Chairman Thomas replied "poles". Ms. Tolland commented that she recalled that there were women in bikinis on the street and that the Board pushed it to the 50 foot setback. Mr. Spraker replied that it is not allowed in the N. U.S. Highway 1 corridor at all. Ms. Tolland elaborated that the City worked hard and is still working hard to clean up North U.S. Highway and have made good progress and asked if has been moved out to A1A. Mr. Spraker explained that this discussion needed to occur because there were complaints over the last few events and the business owners desire to have those events, therefore it needs to be clarified in the Land Development Code. Last Bike Week there were discussions about not allowing it and staff needed a better discussion about it and bring clarification to it. It needs to be identified so that it is clear for the business owners, the residents and the code enforcement.

Mr. Jorczak added that the activity is common among high school kids that raise money for clubs and causes at gas stations. As long as it is not creating a public hazard. He commented that he does not see a problem with granting a business a chance to do that for more than just a single-day and having to take out a special permit to do it. He expressed his agreement with a number of times per year being specified regarding how many times it is allowed for the activity to cooperate with

the organization that raises money through car washes. Mr. Jorczak concluded that staying within the limits of the property and out of the easements is not a big issue.

Chairman Thomas commented that he does not think that anyone wants to take fundraising away from high school kids but is concerned with the enforcement of staying off of the sidewalks. In this instance it cannot be complain-driven.

Mr. Spraker reiterated that the restaurants are not allowed to have outdoor activities. They can go through a Special Exception for outdoor music or similar, but this is specifically for nonprofits. They have been granted the broad latitude to have outdoor activities including car washes. They do not have to go through a Special Exception process and they are allowed with authorization of the property owner to have these types of events under their current regulations.

Mr. Briley inquired about the difference between the charity bike wash at The Wave Sports Bar and Grille and if, for instance, ABC Liquor Store had a bike wash down the street and it was not for charity. Mr. Spraker answered that the regulations are written for the benefit of nonprofit organizations. ABC Liquor Store would have to go through a Special Exception to do so. They would need to partner with a nonprofit to allow it without the Special Exception. Mr. Spraker added that you can have a bike and car wash all day and daily for nonprofits. If it is not for a nonprofit then they would have to go through a Special Exception.

Mr. Galloway remarked that several businesses are not in compliance and expressed it is similar to spot zoning. He continued that it should be specified that they be off of the sidewalk and then be required from a policy standpoint, but not by rewriting the ordinance. It was discussed that it is already in the Code but only enforced by complaints. Chairman Thomas explained that the City decided that they wanted to go on complaint-basis years ago and in order for it to change the City Commission would be required to change it. Mr. Galloway concluded that he will move that nothing is changed on the matter and make sure it is cleaned up and advise them to stay off the sidewalk.

Attorney Hayes explained that there is currently no criteria and staff has nothing to enforce.

Mr. Briley suggested that they do not impede the public right-of-way with a sign or people and if a complaint is made, the business should get two chances and then after the third time it be prohibited. Attorney Hayes replied that there is already provision in the Code with the criteria stating, "if any violations of the permit can result in the revocation of the permit", not that future permit can be denied which can be added as additional criterion.

Ms. Tolland advised that she is in favor of recommendation-option 2 to limit the duration and made a suggestion to incorporate wording to reflect a percentage of the property regarding the setback. She expressed her concern with the inappropriate location of the individuals being right out front.

Mr. Galloway suggested the 50 foot setback to the property line be added with recommendation-option 2.

Attorney Hayes stated that if the desire is to have the participants within a designated area within the property then more specifications should be provided.

Board discussion ensued on the topic.

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Attorney Hayes worked on refocusing the discussion. Staff is establishing the minimum criteria so that when there is a complaint there is something to enforce. Every use on residential or commercial property in the LDC has an enforcement criterion including either setbacks, signage and specify the times that are appropriate. Staff is looking to establish criteria from an enforcement perspective and in-part at the request at some of the complaints during specific special events. Attorney Hayes continued that a question for the Board should be if an event should be for a single day or for more than a day and what the hours of operation should be. If the Board feels the criteria is too strict then they can create more flexibility, and if the criteria is not strict enough then to propose to narrow them down in scope, or do nothing.

Chairman Thomas explained that he would be interested in modifying recommendation - option 2 with the Boards suggestions. The following changes were suggested:

- Delete b; the event shall be limited to no more than one day.
- Amend c; allow during recognized special events and no more than 10 events per year, per property.

  Strikeout/delete: no more than one per calendar week.
- Delete d; the event shall be set back a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.
- Amendment; the event shall be set back inside the edge of the sidewalk and cannot be on the right-of-way.

Board discussion occurred on the proposed amendments.

Mr. Briley motioned to approve LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment with the following modifications to recommendation - option 2: Limit the duration with the sub option to establish setbacks for car and motorcycle washes. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-2), with Mr. Scudiero and Ms. Tolland voting against it.

F. <u>LDC 2021-053 – Downtown Overlay District, Land Development Code Amendment</u>

Mr. Steven Spraker, Planning Director, stated that LDC 2021-053 is an administrative amendment to the Land Development Code (LDC), Chapter 2, Article VI.-Overlay Districts, Section 2-70, Downtown Overlay District, to update the section consistent with the 2019 Downtown Overlay District, to update the section consistent with the 2019 Downtown Master Plan update. He continued that the purpose of the amendment is to clean up and update the Code per the adopted Master Plan update. A land use amendment was done in 2017 and it is of interest to incorporate it and separate the prohibited and additional permitted uses to make it clearer and incorporate the redevelopment plan in the B-4 zoning district into the Downtown Overlay District. Mr. Spraker concluded that staff is recommending approval. The tentative City Commission dates are July 20, 2021 and August 4, 2021.

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: Kelly McGuire, Finance Director

Date: September 22, 2021

Subject: Amendment to Water and Wastewater Rates

Commission Goal: N/A

Introduction

This is a request to amend Chapter 22 of the Code of Ordinances to increase water and wastewater rates effective October 1, 2021, and September 30, 2022.

Discussion

As discussed with the City Commission during the budget workshop, rate increases are needed to provide sufficient funding for ongoing operations, capital projects and associated debt service within the Water & Wastewater Fund. The proposed rate adjustment on water and wastewater rates for all inside city users is 1.8% effective October 1, 2021 and 3.5% effective September 30, 2022.

The impact of the rate increase based on the average household usage of 5,000 gallons is as follows:

Note: Data is based on residential, inside city rates	**Current Rate**	**Proposed Rate, Effective 10/01/2021**	**Proposed Rate, Effective 09/30/2022**
Water	$25.12	$25.58	$26.47
Wastewater	$32.58	$33.16	$34.33
Total	$57.70	$58.74	$60.80

Outside City water and wastewater rates will be charged 150% of the inside City water and wastewater rates.

Budget Impact

The rate adjustment, effective October 1, 2021, is expected to generate additional revenues of $362,000 in Fiscal Year 2021-22.

Citizen Impact

The incremental rate adjustments provide the necessary financial resources to make critical improvements to the city's water and sewer systems, pipes, pumps, treatment, etc., to ensure for efficient and effective service delivery.

Recommendation

Staff recommends approval of the attached ordinance adopting the water and wastewater rate increases. The Budget Advisory Board has reviewed this item and recommended approval.

Attachments:

- 21-33 W & WW rate incr (P21-0112G) (PDF)
- Water & Sewer Rates (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/10/2021

Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 8/31/2021

ORDINANCE NO. 2021-33

AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; AND 22-71, SERVICE CHARGE ESTABLISHED; OF CHAPTER 22, WATER AND SEWERS, THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING THE MINIMUM WATER AND SEWER RATES; 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 22-23, Minimum meter rates generally, of Article I, Water, Division 2, Rates and Charges, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-23. - Minimum meter rates generally.

The following minimum meter rates shall be applied to all retail quantities of water as shown by monthly meter readings to have been delivered; except that this section is not applicable for water service of two days or less:

(1) *Residential rate.*

a. *Inside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~15.58~~ 15.86	$~~15.86~~ 16.42
Excess over 2,000, per 1,000	$~~3.18~~ 3.24	$~~3.24~~ 3.35
Excess over 6,000, per 1,000	$~~3.77~~ 3.84	$~~3.84~~ 3.97

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~23.37~~ 23.79	$~~23.79~~ 24.63
Excess over 2,000, per 1,000	$~~4.77~~ 4.86	$~~4.86~~ 5.03
Excess over 6,000, per 1,000	$~~5.66~~ 5.76	$~~5.76~~ 5.96

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(2) *Commercial rate.* Commercial, industrial and service accounts shall not be subject to the multiple minimum charge, except as set forth in the last paragraph of this subsection. In lieu of the multiple minimum:

a. Inside the city limits the commercial rate will be:

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~15.58~~ 15.86	$~~15.86~~ 16.42
Excess over 2,000, per 1,000	$~~3.91~~ 3.98	$~~3.98~~ 4.12
Excess over 6,000, per 1,000	$~~4.67~~ 4.75	$~~4.75~~ 4.92

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. Outside of the city limits the commercial rate will be:

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/2018 2022
2,000 or less, minimum	$~~23.37~~ 23.79	$~~23.79~~ 24.63
Excess over 2,000, per 1,000	$~~5.87~~ 5.97	$~~5.97~~ 6.18
Excess over 6,000, per 1,000	$~~7.01~~ 7.13	$~~7.13~~ 7.38

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

SECTION TWO. Section 22-24, Multiple minimum charges, of Article I, Water, Division 2, Rates and Charges, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-24. - Multiple minimum charges.

(a) *Inside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter inside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
First Unit:		
2,000 or less, minimum	$~~15.58~~ 15.86	$~~15.86~~ 16.42
Excess over 2,000, per 1,000	$~~3.18~~ 3.24	$~~3.24~~ 3.35
Excess over 6,000, per 1,000	$~~3.77~~ 3.84	$~~3.84~~ 3.97
Each Additional Unit:		
2,000 or less, minimum	$~~14.86~~ 15.13	$~~15.13~~ 15.66
Excess over 2,000, per 1,000	$~~3.18~~ 3.24	$~~3.24~~ 3.35
Excess over 6,000, per 1,000	$~~3.77~~ 3.84	$~~3.84~~ 3.97

(b) *Outside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
First Unit:		
2,000 or less, minimum	$~~23.37~~ 23.79	$~~23.79~~ 24.63
Excess over 2,000, per 1,000	$~~4.77~~ 4.86	$~~4.86~~ 5.03
Excess over 6,000, per 1,000	$~~5.66~~ 5.76	$~~5.76~~ 5.96
Each Additional Unit:		
2,000 or less, minimum	$~~22.29~~ 22.69	$~~22.69~~ 23.48
Excess over 2,000, per 1,000	$~~4.77~~ 4.86	$~~4.86~~ 5.03
Excess over 6,000, per 1,000	$~~5.66~~ 5.76	$~~5.76~~ 5.96

SECTION THREE. Section 22-71, Service charge established, of Article II, Sewers, Division 1, Generally, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-71. - Service charge established.

The following minimum rates for the use or availability for use of the sanitary sewage facilities of the city by water consumption as shown by monthly meter readings to have been delivered shall be:

(1) *Residential rate.*

a. *Inside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~19.29~~ 19.63	$~~19.63~~ 20.32
Excess over 2,000, per 1,000	$~~4.43~~ 4.51	$~~4.51~~ 4.67

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~28.94~~ 29.45	$~~29.45~~ 30.48
Excess over 2,000, per 1,000	$~~6.65~~ 6.77	$~~6.77~~ 7.01

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(2) *Commercial rate.*

a. *Inside city limits:*

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~19.29~~ 19.63	$~~19.63~~ 20.32
Excess over 2,000, per 1,000	$~~5.49~~ 5.59	$~~5.59~~ 5.79

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits:*

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
2,000 or less, minimum	$~~28.94~~ 29.45	$~~29.45~~ 30.48
Excess over 2,000, per 1,000	$~~8.24~~ 8.39	$~~8.39~~ 8.69

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(3) *Multiple minimum charges.*

a. *Inside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each additional unit served from a single meter inside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
First Unit:		
2,000 or less, minimum	$~~19.29~~ 19.63	$~~19.63~~ 20.32
Excess over 2,000, per 1,000	$~~4.43~~ 4.51	$~~4.51~~ 4.67
Each Additional Unit:		

2,000 or less, minimum	$~~18.24~~ 18.56	$~~18.56~~ 19.21
Excess over 2,000, per 1,000	$~~4.43~~ 4.51	$~~4.51~~ 4.67

b. *Outside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/~~2017~~ 2021	Rate, Effective 9/30/~~2018~~ 2022
First Unit:		
2,000 or less, minimum	$~~28.94~~ 29.45	$~~29.45~~ 30.48
Excess over 2,000, per 1,000	$~~6.65~~ 6.77	$~~6.77~~ 7.01
Each Additional Unit:		
2,000 or less, minimum	$27.36 27.84	$~~27.84~~ 28.82
Excess over 2,000, per 1,000	$6.65 6.77	$~~6.77~~ 7.01

SECTION FOUR. This Ordinance and the water rate and wastewater rate adjustments provided herein shall be effective October 1, 2021. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second reading of the City Commission, this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

CITY OF ORMOND BEACH, FLORIDA
WATER/IRRIGATION & WASTEWATER RATES BY RATE CLASS AND INSIDE/OUTSIDE SERVICE AREAS
EFFECTIVE OCTOBER 1, 2021

RESIDENTIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$15.86	$23.79	$19.83
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	$3.24	$4.86	$4.05
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	$3.84	$5.76	$4.80
WASTEWATER SERVICE	**INSIDE CITY**	**OUTSIDE CITY**	**FLAGLER RETAIL(125%)**
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$19.63	$29.45	$24.54
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	$4.51	$6.77	$5.64

COMMERCIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$15.86	$23.79	$19.83
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	$3.98	$5.97	$4.98
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	$4.75	$7.13	$5.94
WASTEWATER SERVICE	**INSIDE CITY**	**OUTSIDE CITY**	**FLAGLER RETAIL(125%)**
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$19.63	$29.45	$24.54
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	$5.59	$8.39	$6.99

MULTI-FAMILY RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
FIRST UNIT CHARGE	$0.73	$1.10	$0.92
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	$15.13	$22.69	$18.91
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS PER UNIT ALLOWANCE	$3.24	$4.86	$4.05
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE OVER UNIT ALLOWANCE	$3.84	$5.76	$4.80
WASTEWATER SERVICE	**INSIDE CITY**	**OUTSIDE CITY**	**FLAGLER RETAIL(125%)**
FIRST UNIT CHARGE	$1.07	$1.61	$1.34
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	$18.56	$27.84	$23.20
CHARGE PER EACH 1,000 GALLONS FOR ALL 3,000 GALLONS OR MORE OVER PER UNIT ALLOWANCE	$4.51	$6.77	$5.64

CITY OF ORMOND BEACH, FLORIDA
WATER/IRRIGATION & WASTEWATER RATES BY RATE CLASS AND INSIDE/OUTSIDE SERVICE AREAS
EFFECTIVE SEPTEMBER 30, 2022

RESIDENTIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$16.42	$24.63	$20.53
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	$3.35	$5.03	$4.19
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	$3.97	$5.96	$4.96
WASTEWATER SERVICE	**INSIDE CITY**	**OUTSIDE CITY**	**FLAGLER RETAIL(125%)**
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$20.32	$30.48	$25.40
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	$4.67	$7.01	$5.84

COMMERCIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$16.42	$24.63	$20.53
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	$4.12	$6.18	$5.15
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	$4.92	$7.38	$6.15
WASTEWATER SERVICE	**INSIDE CITY**	**OUTSIDE CITY**	**FLAGLER RETAIL(125%)**
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	$20.32	$30.48	$25.40
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	$5.79	$8.69	$7.24

MULTI-FAMILY RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
FIRST UNIT CHARGE	$0.76	$1.15	$0.95
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	$15.66	$23.48	$19.58
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS PER UNIT ALLOWANCE	$3.35	$5.03	$4.19
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE OVER UNIT ALLOWANCE	$3.97	$5.96	$4.96
WASTEWATER SERVICE	**INSIDE CITY**	**OUTSIDE CITY**	**FLAGLER RETAIL(125%)**
FIRST UNIT CHARGE	$1.11	$1.66	$1.39
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	$19.21	$28.82	$24.01
CHARGE PER EACH 1,000 GALLONS FOR ALL 3,000 GALLONS OR MORE OVER PER UNIT ALLOWANCE	$4.67	$7.01	$5.84

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: Steven Spraker, Planning Director

Date: September 22, 2021

Subject: LDC Amendment - Mobile Food Dispensing Vehicles in Residential Communities

Commission Goal: Community Development - Other

Introduction

This is an administrative request to amend Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow single-family and multi-family developments with a residential clubhouse or community center to conduct events that allow mobile food dispensing vehicles (food trucks) for a maximum of twelve days per calendar year with a special event permit.

Background

House Bill 1193, effective July 1, 2020, established certain preemptions that apply to all Florida cities. The House Bill pre-empted local governments from all regulations involving licenses, registrations, permits, fees and inspections and states that a local government cannot prohibit mobile food dispensing vehicles. The House Bill does allow local governments to retain authority to regulate operations of mobile food dispensing vehicles.

A Land Development Code amendment was presented to the Planning Board on May 13, 2021, regarding mobile food dispensing vehicles. During the advertising, the Homeowners Association for the Trails sought an application for mobile food dispensing vehicles. The application for mobile food dispensing vehicles at the community center was denied, and the Homeowners Association requested consideration to allow subdivisions with community centers to provide Homeowners Association with the pending amendment. Planning staff stated that there was insufficient time to amend the existing application and staff would seek input during the amendment process to determine if an additional amendment should be sought for residential community centers.

The Planning Board discussed a wide variety of potential mobile food dispensing vehicles scenarios and recommended approval of the proposed Land Development Code amendment. With the recommendation, the Planning Board requested that residential developments with a clubhouse or community center be allowed to host mobile food dispensing vehicles events. On August 4, 2021, the City Commission approved Ordinance No. 2021-20 that establishes the process of permitting, locational, and operational standards for mobile food dispensing vehicles.

Discussion

The purpose of this amendment is to add single-family and multi-family community centers to the allowed location standards for mobile food dispensing vehicles. The existing mobile food dispensing vehicle regulations contain the permitting and operational standards. The amendment would allow developments with community centers, such as the Trails, Breakaway Trails, and Plantation Oaks, to provide mobile food dispensing vehicles twelve times per a calendar year with special event permits.

PLANNING BOARD REVIEW

The Planning Board recommended approval of the Land Development Code amendment with a 6-0 vote. There were no individuals who spoke for or against the amendment. Planning Board members discussed two items. The first item was to allow food trucks in common areas without a community center. Concern was expressed that these areas lack parking and restroom facilities. The second item discussed was the number of times to allow food trucks at community centers. No amendments were made to the proposed text. Staff stated that these are new regulations that could be modified in the future, if needed.

Budget Impact

No budget impact is anticipated with the proposed Land Development Code amendment.

Citizen Impact

No citizen impact is anticipated with the proposed Land Development Code amendment. It is expected that this amendment would allow residential communities the flexibility to allow special events within their community center.

Recommendation

The Planning Board recommended approval of this Land Development Code amendment with a 6-0 vote. It is recommended that the City Commission **APPROVE** the amendment to the Land Development Code, Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow mobile food dispensing vehicles (food trucks) to conduct events a maximum of twelve days per calendar year at single-

family and multi-family developments with a residential clubhouse or community center, with a special event permit, as shown in the attached ordinance.

Attachments:

- 21-35 Mobile food vehicles (P21-0127G) (PDF)
- 08.12.2021, LDC amendment Section 2-50 MFDV (residential), PB Staff Report (PDF)
- 08.12.21 Planning Board Minutes - DRAFT (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/14/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/15/2021

ORDINANCE NO. 2021-35

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE *LAND DEVELOPMENT CODE* TO ALLOW MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS) AT SINGLE-FAMILY AND MULTI-FAMILY DEVELOPMENTS WITH A RESIDENTIAL CLUBHOUSE OR COMMUNITY CENTER; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's planning staff has proposed that the City of Ormond Beach *Land Development Code* ("the *LDC*") be amended to allow mobile food dispensing vehicles (food trucks) to conduct events a maximum of twelve days per calendar year at single-family and multi-family developments with a residential clubhouse or community center with a special event permit within Section 2-50, Accessory Uses of the *LDC*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the recommended amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c)(2), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the recommended amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Paragraph (v), Mobile food dispensing vehicles, of Section 2-50, Accessory Uses, of Article III, General Regulations, of Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code*, is hereby amended to read as follows:

Sec. 2-50. – Accessory Uses.

(v) Mobile food dispensing vehicles.

(1) [No change to existing text]

(2) [No change to existing text]

(3) [No change to existing text]

(4) Locations allowed:

a. Mobile food dispensing vehicles are allowed as follows:

1. On city property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of liability insurance required for permittees and other conditions of a special event permit.

2. Houses of Worship special events that are designed for over 500 people with a special event permit.

3. Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.

4. Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit.

5. Single-family and multi-family developments with residential club houses or community centers with a special event permit. The number of mobile food dispensing vehicle events shall not exceed twelve in a calendar year.

~~5~~6. No mobile food dispensing vehicles shall be permitted on vacant land or properties with no principal use. A principal use shall be demonstrated with an active Business Tax Receipt.

(5) [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. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 22nd day of September, 2021.

PASSED UPON at the second and final reading of the City Commission, this 5th day of October, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY HONTZ
Acting City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2021\09-22-21\21-35 MOBILE FOOD VEHICLES (P21-0127G).DOCX

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: August 2, 2021

SUBJECT: Land Development Code amendment: Section 2-50, Mobile food dispensing vehicles in residential community centers

APPLICANT: Administrative

NUMBER: LDC 2021-083

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to amend Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow single-family and multi-family developments with a residential clubhouse or community center to conduct events that allow mobile food dispensing vehicles (food trucks) a maximum of twelve days per calendar year with a special event permit.

BACKGROUND:

House Bill 1193, effective July 1, 2020, established certain preemptions that apply to all Florida cities. The House Bill pre-empted local governments from all regulations involving licenses, registrations, permits, fees and inspections and states that a local government cannot prohibit mobile food dispensing vehicles. The House Bill does allow local governments to retain authority to regulate operations of mobile food dispensing vehicles.

A Land Development Code amendment was presented to the Planning Board on May 13, 2021 regarding mobile food dispensing vehicles. During the advertising of the Homeowners Association for the Trails sought an application for mobile food dispensing vehicles. The application for mobile food dispensing vehicles at the community center was denied and the Homeowners Association requested consideration to allow subdivisions with community centers to provide Homeowners Association with the pending amendment. Planning staff stated that there was insufficient time to amend the existing application and staff would seek input during the amendment process to determine if an additional amendment should be sought for residential community centers.

The Planning Board discussed a wide variety of potential mobile food dispensing vehicles scenarios and recommended approval of the proposed Land Development Code amendment. With the recommendation, the Planning Board requested that residential developments with a clubhouse or community center be allowed to host mobile food dispensing vehicles events. On July 20, 2021, the City Commission approved on first reading Ordinance 2021-20 that establishes the process of permitting, locational, and operational standards for mobile food dispensing vehicles. The second reading of Ordinance 2021-20 is scheduled for Wednesday, August 4, 2021.

ANALYSIS:

The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach *Land Development Code*

Sec. 2-50. – Accessory Uses.

(v) Mobile food dispensing vehicles

(1) Permit required:

a. Mobile food dispensing vehicles are permitted within the city limits as part of a special event or mobile food dispensing vehicle host permit under the conditions of this section.

(2) Permit submittal requirements:

a. The following information shall be required:

1. Sketch and picture of the area designated for the mobile food dispensing vehicles. The sketch shall include the separation distance of vehicles if more than one (1) mobile food dispensing vehicle is proposed.

2. Location of public restrooms.

3. On private property, provide the area and percentage of parking lot dedicated to the mobile food dispensing vehicles.

4. On private property, if the applicant is not the property owner, a written and notarized authorization from the property owner shall be provided to allow mobile food dispensing vehicles.

5. On private property, the property owner shall provide a statement that the property owner is responsible for ensuring the state licensing of the mobile food dispensing vehicles operating on the host property and operational standards in subsection (5) of this Section.

(3) Permit timeframes:

a. The special event permit timeframe shall be specified in the approved permit.

b. The mobile food dispensing vehicle host permit shall be valid from October 1st to September 30th. A permit fee is required per Section 8-10 of the Code of Ordinances.

(4) Locations allowed:

a. Mobile food dispensing vehicles are allowed as follows:

1. On city property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of

liability insurance required for permittees and other conditions of a special event permit.

2. Houses of Worship special events that are designed for over 500 people with a special event permit.
3. Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.
4. Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit.
5. Single-family and multi-family developments with residential clubhouses or community centers with a special event permit. The number of mobile food dispensing vehicle events shall not exceed twelve in a calendar year.

~~5~~6. No mobile food dispensing vehicles shall be permitted on vacant land or properties with vehicles to no principal use. A principal use shall be demonstrated with an active Business Tax Receipt.

(5) Operational standards for mobile food dispensing vehicles:

1. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.
2. Define sales area: Shall be shown on the special event or mobile food dispensing vehicle host permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with mobile food dispensing vehicles as shown on the special event or mobile food dispensing vehicle host permit application.
3. Storage and parking: Mobile food dispensing vehicles shall not be allowed overnight.
4. Trash disposal: The special event or mobile food dispensing vehicle host permit holder is required to provide trash receptacles and ensure that mobile food dispensing vehicles are kept clean.
5. The special event or mobile food dispensing vehicle host permit holder shall be responsible for the provision of rest room facilities for public use.
6. Mobile food dispensing vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.
7. Mobile food dispensing vehicles shall not park or otherwise impact existing landscaped areas.
8. It is prohibited for mobile food dispensing vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.
9. Signage: An A-fame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development Code is permitted within 15’ of the mobile food dispensing vehicles. No other flags, pennants, balloons or other signage is permitted.

10. No alcoholic beverages are allowed.
11. Setback: The minimum required setback for mobile food dispensing vehicles from the public right-of-way shall be at least twenty (20') feet. Within the Greenbelt and Gateway Preservation Districts of Section 2-73 of this *Land Development Code*, the setback shall be at least thirty-six (36') feet.

(w.) Outdoor activities. ****No change to existing text****

The purpose of this amendment is to add single-family and multi-family community centers to the allowed location standards for mobile food dispensing vehicles. The existing mobile food dispensing vehicles regulations contain the permitting and operational standards. The amendment would allow developments with community centers, such as the Trails, Breakaway Trails, Plantation Oaks to provide mobile food dispensing vehicles twelve times per a calendar year with special event permits.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed amendment does not propose any site-specific development. This amendment is a follow-up of the original mobile food dispensing vehicle amendment to allow developments with community centers to allow events with mobile food dispensing vehicles. The amendment would use the permitting and operational standards established in Ordinance 2021-20. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discusses the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. Operational standards are part of the amendment to address any off-site impacts.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment is not applicable to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendment to the Land Development Code, Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow mobile food dispensing vehicles (food trucks) to conduct events a maximum of twelve days per calendar year at single-family and multi-family developments with a residential clubhouse or community center with a special event permit, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 1:

Proposed Land Development Code amendment

Note: Text for subsection (v) Mobile food dispensing vehicles is shown per Ordinance 2021-20, proposed for second reading on August 4, 2020

Chapter 2, District and General Regulations, Article III, General Regulations and Section 2-50, Accessory Uses is proposed to be amended as denoted in underline as follows:

Sec. 2-50. – Accessory Uses.

(v) Mobile food dispensing vehicles.

(1) Permit required:

a. Mobile food dispensing vehicles are permitted within the city limits as part of a special event or mobile food dispensing vehicle host permit under the conditions of this section.

(2) Permit submittal requirements:

a. The following information shall be required:

1. Sketch and picture of the area designated for the mobile food dispensing vehicles. The sketch shall include the separation distance of vehicles if more than one (1) mobile food dispensing vehicle is proposed.

2. Location of public restrooms.

3. On private property, provide the area and percentage of parking lot dedicated to the mobile food dispensing vehicles.

4. On private property, if the applicant is not the property owner, a written and notarized authorization from the property owner shall be provided to allow mobile food dispensing vehicles.

5. On private property, the property owner shall provide a statement that the property owner is responsible for ensuring the state licensing of the mobile food dispensing vehicles operating on the host property and operational standards in subsection (5) of this Section.

(3) Permit timeframes:

a. The special event permit timeframe shall be specified in the approved permit.

b. The mobile food dispensing vehicle host permit shall be valid from October 1st to September 30th. A permit fee is required per Section 8-10 of the Code of Ordinances.

(4) Locations allowed:

a. Mobile food dispensing vehicles are allowed as follows:

1. On city property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of liability insurance required for permittees and other conditions of a special event permit.
2. Houses of Worship special events that are designed for over 500 people with a special event permit.
3. Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.
4. Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit.
5. Single-family and multi-family developments with residential club houses or community centers with a special event permit. The number of mobile food dispensing vehicle events shall not exceed twelve in a calendar year.

~~5~~6. No mobile food dispensing vehicles shall be permitted on vacant land or properties with vehicles to no principal use. A principal use shall be demonstrated with an active Business Tax Receipt.

(5) Operational standards for mobile food dispensing vehicles:

a. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.

b. Define sales area: Shall be shown on the special event or mobile food dispensing vehicle host permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with mobile food dispensing vehicles as shown on the special event or mobile food dispensing vehicle host permit application.

c. Storage and parking: Mobile food dispensing vehicles shall not be allowed overnight.

d. Trash disposal: The special event or mobile food dispensing vehicle host permit holder is required to provide trash receptacles and ensure that mobile food dispensing vehicles are kept clean.

e. The special event or mobile food dispensing vehicle host permit holder shall be responsible for the provision of rest room facilities for public use.

f. Mobile food dispensing vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.

g. Mobile food dispensing vehicles shall not park or otherwise impact existing landscaped areas.

h. It is prohibited for mobile food dispensing vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.

i. Signage: An A-fame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development Code is permitted within 15' of the mobile food dispensing vehicles. No other flags, pennants, balloons or other signage is permitted.

j. No alcoholic beverages are allowed.

k. Setback: The minimum required setback for mobile food dispensing vehicles from the public right-of-way shall be at least twenty (20') feet. Within the Greenbelt and Gateway Preservation Districts of Section 2-73 of this *Land Development Code*, the setback shall be at least thirty-six (36') feet.

August 12, 2021

Planning Board DRAFT minutes

Avenue due to the distance and proximity to the public right-of-way. A code compliant front landscape buffer would reduce the visual impacts from the North Yonge Street right-of-way. Ms. Eaton summarized the proposed conditions that were attached in the staff report and explained that they are designed to ensure that the use is an appropriate outdoor activity.

Ms. Eaton concluded that staff has received no objections to the request and staff recommends that the Planning Board approve the application for outdoor activity, the outdoor display or sales of merchandise, per the attached plan and exhibit and conditions listed for Southern Mower Sales Inc. retail store located at 148 N. Yonge Street. It is expected that the application will be reviewed by the City Commission on September 22, 2021.

Mr. Charles Jones, Southern Mower Sales Inc., explained that he would like to put eight new lawn mowers on the property line just before the easement. He continued that there will not be any repair work, rentals or sales going on outside and sales will take place indoors. Mr. Jones stated that he owns Southern Equipment on Nova Road where repair work is done.

Ms. Shull commented that Mr. Jones improved the building and landscaping from what it was.

Mr. Scudiero motioned to approve LDC 2021-089 – Special Exception, 148 North Yonge Street, Outdoor Activity. Ms. Tolland seconded it. Vote was called, and the motion was approved (6-0).

C. <u>LDC 2021-090 – Land Development Code Amendment, Off Road Recreational Vehicle Course, accessory use</u>

WITHDRAWN BY CITY STAFF

D. <u>LDC 2021-083 – Land Development Code Amendment, Mobile food dispensing vehicles in residential community centers</u>

Mr. Steven Spraker, Planning Director, explained that LDC 2021-083 is an administrative request to amend Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow single-family and multi-family developments with a residential clubhouse or community center to conduct events that allow mobile food dispensing vehicles (food trucks) a maximum of 12 days per calendar year with a Special Event Permit. Mr. Spraker stated that the Planning Board acted upon a food truck ordinance in May 2021 and it was approved and adopted on August 4, 2021. It is proposed that if a neighborhood has a clubhouse or community center, special events including food trucks would be allowed 12 times per calendar year. The operational standards that were approved previously specifies that music cannot be blaring and cannot sell alcohol. These operational standards stay the same. Mr. Spraker concluded that staff recommends that the Planning Board approve the amendment to the Land Development Code, Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow mobile food dispensing vehicles (food trucks) to conduct events a maximum of 12 days per

calendar year at single-family and multi-family developments with a residential clubhouse or community center with a Special Event Permit. The tentative City Commission dates are September 22, 2021 and October 5, 2021.

Discussion occurred regarding the number of times per calendar year the food trucks could operate at the single and multi-family developments.

Ms. Tolland stated that with this amendment, the Board would not be intending to impinge on the brick and mortar businesses. She added that food trucks bring in a sense of community and open spaces. Studies regarding green and community space is one of the top interests. Ms. Tolland inquired if communities that do not have clubhouses or community centers are included as well.

Chairman Thomas commented that this may benefit large subdivisions during after-school hours. He added that it should not affect the restaurants.

Mr. Jorczak concurred with Ms. Tolland's comments.

Mr. Scudiero commented that he is a fan of brick and mortar restaurants that pay taxes to the city and also agrees that food trucks bring a sense of community. The process was discussed and determined that the applicant would apply for a Special Event Permit. If they are a non-profit organization there would be no cost. A site plan specifying where the food truck would go, detailing the parking and where restrooms in the vicinity would also be required. Mr. Spraker commented if in a community area and not a clubhouse/community center within a development, there would be no parking area or restrooms.

Ms. Tolland noted that it would be a walking event, similar to a block party for neighborhoods that do not have clubhouses/community centers to order from the food truck, visit and then go back home.

Ms. Shull commented that in some neighborhoods an HOA would have to approve a food truck to be there. She concurred that it would not be taking away from the restaurants as some can cater their special events from local restaurants. She inquired if restroom facilities are required for special events with food trucks. Mr. Spraker replied that restroom facilities are part of the operational standards.

Mr. Spraker stated that food truck amendments can be made in small steps just as it began with the amendment to limit to the B-8 and I-1 zoning districts. Observation can be made once allowed in the clubhouses and community centers and if there becomes a demand for open space areas it can be brought back before the Board with new amendments. There are concerns with unintended consequences that holding the special events with food trucks in open spaces in neighborhoods that do not parking or facilities would bring.

There was Board discussion regarding sub-HOAs. It was stated that any HOA Board can apply for a permit as a non-profit organization and would not be charged for the permit.

Attorney Hayes explained the difference between platted subdivisions with HOAs, common areas, clubhouses and parking and how neighborhood communities that do

not have active HOAs or common areas or parking, which are important to hold special events, as there is nowhere for the food trucks to go other than public right-of-way where they are not allowed to park. He continued that developing conditions for the use can set some unintended consequences. Attorney Hayes recommended that the Board approve staff's suggestion for the Land Development Code amendment for mobile food dispensing vehicles in residential community centers, and let the Planning staff and City Attorney's Office evaluate the second request. He added that there is a provision in the Code of Ordinances (not the Land Development Code), that allows neighborhood block-type parties and it may be possible to fit something within the context of the block party events which may be better suited for neighborhoods without common areas where they may be able to section-off some of the road for a food truck.

Mr. Briley commented that he would be in favor of taking the mandatory restroom facility guideline out. Mr. Spraker replied that it is part of the operational standards and would apply across to all food trucks. The number of times per year could be suggested and changed by the Planning Board. Parking in the right-of-way and operations will have issues.

It was discussed that if there are violations that Code Enforcement is called to they will be cited.

Ms. Tolland stated that she is for it the way that it is currently written but would like for staff to look into incorporating the block party type events with food trucks within a year's time.

Mr. Scudiero concurred with Ms. Tolland and suggested observing and possibly increasing the number of times per year up the road. It was discussed that allowing *weekly* food trucks in an area may have a negative effect on the restaurants in that area.

Mr. Jorczak concurred and suggested that it be tried out with the possibility of changes later.

Ms. Tolland motioned to approve LDC 2021-083 – Land Development Code Amendment, Mobile food dispensing vehicles in residential community centers. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

VIII. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Mr. Briley asked about the status of the proposed apartments on Tymber Creek Road. Mr. Spraker answered that there have been no resubmittal within the last six months and an extension has been filed. Code requires timely resubmittal. There are site plan issues that are being worked upon, including a modification of the entrance on State Road 40 to remove an entrance on Tymber Creek.

DRAFT

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: Kelly McGuire, Finance Director

Date: September 22, 2021

Subject: Amendment to Solid Waste Rates

Commission Goal: N/A

Introduction

This is a request to amend Section 10 of the Code of Ordinances to increase the fees for solid waste collection and disposal, yard waste, and recycling collection.

Background

The cost to the City's contractual solid waste hauler, Waste Pro of Florida, has increased resulting in their request for a cost of living adjustment of 2.62% for Fiscal Year (FY) 2021-22 as permitted in the agreement. Furthermore, a request for a similar cost of living adjustment by the solid waste hauler is expected for FY 2022-23. These increases along with prior year increases, which have been subsidized by Solid Waste Reserves, need to be reflected in the rates charged to customers in order to keep the operation financially sound. As discussed at the Operating Budget Workshop in July, staff has prepared the ordinance to increase rates on October 1, 2021 and September 30, 2022 as noted below.

Discussion

The proposed rate increases are as follows:

Service	Existing Monthly Rate	Proposed Monthly Rate, Effective 10/01/2021	Proposed Monthly Rate, Effective 09/30/2022
Residential	$16.67	$17.84	$18.38
Recycling	$ 4.68	$ 5.01	$ 5.16
Commercial (Can service)	$22.32	$23.88	$24.60

Residential/Commercial (Container per cubic yard)	$ 8.16	$ 8.73	$ 8.99
Commercial Compactor	$14.44	$15.45	$15.91

Budget Impact

The rate adjustments will provide the necessary revenue to fund the solid waste hauler contract and related costs for solid waste operations.

Citizen Impact

The incremental rate adjustments are necessary to provide financial resources to ensure for efficient and effective service delivery.

Recommendation

Staff recommends approval of the attached ordinance amending fees for solid waste collection and disposal, yard waste, and recycling collection. The Budget Advisory Board has reviewed this item and unanimously recommended approval.

Attachments:

- 21-34 Solid Waste rate incr (P21-0113G) (PDF)
- Solid Waste Rate Schedule (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 8/30/2021

Claire Whitley, Assistant City Manager 9/1/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 9/2/2021

ORDINANCE NO. 2021-34

AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE *CODE OF ORDINANCES*, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 10-16, Fees for collection and disposal established, of Article 1, In General, of Chapter 10, Solid Waste, Yard Waste and Recyclables, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 10-16. Fees for collection and disposal established.

The fees for collection and disposal of garbage and for the removal of other trash, i.e., trees, shrubs trimmings, leaves, grass, papers, cardboard, etc., shall be as follows:

(1) *Single-family residential.*

a. *Generally.* Garbage fees shall commence when the house water meter is officially turned on and a certificate of occupancy has been issued; billing shall continue until the house meter is officially cut off. Monthly garbage fees are as follows:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Residential Collection, per month	$~~16.67~~ 17.84	$~~17.84~~ 18.38

b. *Mobile home parks.*

1. Except as provided in subsection (2)b. hereof, mobile home parks will use containers approved, provided and located in one (1) or more areas by the city as determined by the director of public works. There will be a review every six (6) months to determine any changes in the size of the containers to be provided.

2. When requested by the owner, the city at its own option may provide individual pickup for each mobile home, provided that the following conditions are met:

   (i) The mobile home park streets meet all design and construction standards for a public street as required in section 18-17 of the Code of Ordinances.

   (ii) The mobile home park owner shall receive a single bill for the entire park and shall be responsible for all mobile home units regardless of occupancy.

   (iii) The garbage fee for each unit shall be the same as for residential collection.

	Effective 10/01/ ~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Per Unit Collection, per month	$~~16.67~~ 17.84	$~~17.84~~ 18.38

(2) *Residential multiple dwellings.*

a. Where served by one water meter and where cans are used, the fee per living unit, regardless of occupancy, shall be:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Residential Can Service, per month	$~~16.67~~ 17.84	$~~17.84~~ 18.38

b. Where served by one water meter and where containers are used, the fee per cubic yard pickup shall be:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Residential Container Service, per cubic yard pickup, per month	$~~8.16~~ 8.73	$~~8.73~~ 8.99

c. Where each living unit is served by an individual water meter and where cans are used, the fee per living unit regardless of occupancy shall be:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/2018*
Per Unit Can Service, per month	$~~16.67~~ 17.84	$~~17.84~~ 18.38

d. Where each living unit is served by an individual water meter and where containers are used, the fee per cubic yard per pickup shall be:

	Effective 10/01/ ~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Per Unit Container Service, per cubic yard per pickup~~, per month~~	$~~8.16~~ 8.73	$~~8.73~~ 8.99

(3) *Commercial.*

a. Commercial establishments (defined to include hotels, restaurants, lodges, churches and other such businesses and places not commonly described as residential) with cubic yard containers shall pay per cubic yard per pickup:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Commercial Container Service, per cubic yard per pickup~~, per month~~	$~~8.16~~ 8.73	$~~8.73~~ 8.99

Additional charges for waste tire disposal:

1. $1.50 per passenger tire;
2. $3.00 per truck/oversize tire;
3. $15.00 per heavy equipment/off-road tire;

b. Commercial establishments, as defined above, using cans shall pay per business or unit in the establishment:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/~~2018~~ 2022*
Per Business or Unit Commercial Can Service, per cubic yard pickup, per month	$~~22.32~~ 23.88	$~~23.88~~ 24.60

Additional charges for waste tire disposal as set forth in subsection (c)(1) of this section.

c. The director shall further have the authority to charge an additional $35.00, plus $10.00 per cubic yard for extraordinary commercial pickup should extraordinary circumstances warrant;

d. Commercial establishments, as defined above, using compactors shall pay:

	Effective 10/01/~~2017~~ 2021	*Effective 09/30/ ~~2018~~ 2022*
Commercial Compactor Service, per cubic yard pickup, per month	$~~14.44~~ 15.45	$~~15.45~~ 15.91

(4) *Extraordinary service.* Where extraordinary service is required for other than commercial establishments pursuant to section 10-16(c)(3); there shall be a charge therefore determined by the director which charge shall not exceed the actual total cost to the city of collection and disposal.

(5) *Rental units.*

a. Rental cubic yard container units shall be available for special service (e.g., unusual yard trash, construction, etc.) at a cost of $40.00 per pickup.

The person requesting such unit shall either provide the director of public works with a utility account number to be charged (with written authorization from the holder of that account) or pay an advance fee of $80.00, to be applied to the pickup fees. Any unused portion thereof will be refunded to the payor without interest.

b. Rental open top roll-off containers shall be available at a cost not to exceed $135.00 per pull, with a minimum charge equal to one pull every two weeks, plus the then-current fees charged for dumping such container in the Volusia County landfill and any overweight charges and fines attributable to the container.

(6) *Recycling.* Each residential account shall be charged a monthly fee for recycling services. Such charge shall be included in the garbage fee and billed in accordance with section 10-17.

	Effective ~~04/01/2019~~ 10/01/21	*Effective 09/30/~~2018~~ 2022*
Residential Recycling, per month	$~~4.68~~ 5.01	$~~5.01~~ 5.16

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 on October 1, 2021.

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second reading of the City Commission this 22nd day of September, 2021.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
WENDY J. HONTZ
Acting City Clerk

CITY OF ORMOND BEACH, FLORIDA
SOLID WASTE

RATES

RESIDENTIAL	Current	10/1/2021	9/30/2022
RESIDENTIAL PICKUP-MONTHLY	$16.67	$17.84	$18.38
RESIDENTIAL CONTAINER PER CUBIC YARD PER PICKUP	$8.16	$8.73	$8.99
RESIDENTIAL RECYCLING-MONTHLY	$4.68	$5.01	$5.16
COMMERCIAL	**Current**	**10/1/2021**	**9/30/2022**
COMMERCIAL CONTAINER PER CUBIC YARD PER PICKUP	$8.16	$8.73	$8.99
COMMERCIAL CAN SERVICE	$22.32	$23.88	$24.60
COMMERCIAL COMPACTOR PER CUBIC YARD	$14.44	$15.45	$15.91