



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
October 5, 2022
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. PRESENTATIONS AND PROCLAMATIONS**
 - A. Sydney Sanford
 - B. Hispanic Heritage Month
 - C. Lori Koplin
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – September 21, 2022
- 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. RESOLUTION NO. 2022-118:** 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 8A)**

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

8. 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. 2022-118:** 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. 2022-119:** A RESOLUTION REAPPOINTING JOE DANIELS 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: Susan Dauderis, City Clerk (386-676-3340)

- C. RESOLUTION NO. 2022-120:** A RESOLUTION APPOINTING NINOSKA MORALES 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: Susan Dauderis, City Clerk (386-676-3340)

- D. RESOLUTION NO. 2022-121:** A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., REGARDING PROFESSIONAL SERVICES TO CONDUCT AN IMPACT FEE STUDY UPDATE; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. RESOLUTION NO. 2022-122:** A RESOLUTION AUTHORIZING A COST INCREASE TO ODYSSEY MANUFACTURING CO. REGARDING THE

PROVISION OF SODIUM BISULFITE UNDER ITB 2021-24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Preis, Utility Manager (386-676-3305)

- F. **RESOLUTION NO. 2022-123:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Preis, Utility Manager (386-676-3305)

- G. **RESOLUTION NO. 2022-124:** A RESOLUTION ACCEPTING A BID FROM MASCI GENERAL CONTRACTOR, INC. FOR CONSTRUCTION SERVICES REGARDING THE ROADWAY RESURFACING 2022 PROJECT, UNDER BID NO. 2022-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer (386-676-3302)

- H. **RESOLUTION NO. 2022-125:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2022-126:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR THE AUTOMATED WEATHER OBSERVING SYSTEM REPLACEMENT PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-28:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3136-01-45-0010; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF

ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2022-29:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 33.31± ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00-0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH “LOW DENSITY RESIDENTIAL” AND VOLUSIA COUNTY “URBAN LOW INTENSITY” TO ORMOND BEACH “RECREATION/OPEN SPACE”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

10. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-30:** AN ORDINANCE RECOGNIZING DECLARATIONS OF A STATE OF EMERGENCY IN THE STATE OF FLORIDA AND COUNTY OF VOLUSIA, INCLUDING THE CITY OF ORMOND BEACH, AS DECLARED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF ORMOND BEACH; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES FOR THE REMOVAL OF CERTAIN TREES; AUTHORIZING THE ISSUANCE OF ONSITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE IAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

Staff Contact: Susan Dauderis, City Clerk (386-676-3340)

- B. **ORDINANCE NO. 2022-31:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 BY AMENDING THE GENERAL FUND (001); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); ECONOMIC DEVELOPMENT FUND (110); GRANTS FUND (116); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408);

RENEWAL & REPLACEMENT FUND (409); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

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

11. DISCUSSION AND DIRECTION ITEMS

A. City Attorney Evaluation

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

B. City Manager Evaluation

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

12. REPORTS, SUGGESTIONS, REQUESTS

13. 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.

September 21, 2022	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley and City Clerk Susan Carroll Dauderis.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PRESENTATIONS AND PROCLAMATIONS**
 - A. Recognition of Florida Legislators
5. **ADOPTION OF FISCAL YEAR 2022-2023 MILLAGE RATES AND BUDGET**
 - A. **RESOLUTION NO. 2022-110:** A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2022-2023; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kelly McGuire, Finance Director (386-676-3226)
 - B. **ORDINANCE NO. 2022-26:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2022-2023 FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**
Staff Contact: Kelly McGuire, Finance Director (386-676-3226)
6. **AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
7. **APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – September 7, 2022
8. **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. 2022-111:** 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)

- B. **RESOLUTION NO. 2022-112:** 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)*

- C. **RESOLUTION NO. 2022-113:** 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), NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), 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)*

- D. **RESOLUTION NO. 2022-114:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2022-115:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **Riverside Drive Road Closure Request for 2022-2023**

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

Disposition: Approve as recommended in the City Manager memorandum dated September 21, 2022.

- G. **Construction & Demolition 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 21, 2022.

- H. **City Manager Status Report, September 2022**

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated September 21, 2022.

9. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-28:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3136-01-45-0010; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **ORDINANCE NO. 2022-29:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 33.31± ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00- 0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH "LOW DENSITY RESIDENTIAL" AND VOLUSIA COUNTY "URBAN LOW INTENSITY" TO ORMOND BEACH "RECREATION/OPEN SPACE"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2022-116:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A THIRD AMENDED SPECIAL EXCEPTION DEVELOPMENT ORDER ASSOCIATED WITH "RIVERBEND ACADEMY" LOCATED AT 2080 WEST GRANADA BOULEVARD, IN THE SR (SUBURBAN RESIDENTIAL) ZONING DISTRICT, AUTHORIZING AN INCREASE IN THE ALLOWED NUMBER OF STUDENTS; REMOVING LIMITED HOURS OF OPERATION FOR THE SCHOOL; AND AUTHORIZING THE EXPANSION OF THE BUILDING BY APPROXIMATELY 13,327± SQUARE FEET UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-27:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE III, FIREFIGHTERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-43, ESTABLISHMENT AND OPERATION OF FUND; FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR

CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

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

11. RESOLUTIONS

- A. **RESOLUTION NO. 2022-117:** A RESOLUTION FINDING A PUBLIC PURPOSE FOR THE CITY TO PARTICIPATE IN A JOINT PARTICIPATION AGREEMENT BETWEEN ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, VOLUSIA COUNTY, AND THE CITY OF ORMOND BEACH, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 901 AIRPORT ROAD IN ORMOND BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 18.6 ACRES; APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT FOR ORMOND BEACH'S PORTION OF THE PURCHASE OF THE PROPERTY; APPROVING AND AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT FOR SALE AND PURCHASE OF THE PROPERTY; APPROVING AND AUTHORIZING THE EXECUTION OF A PERPETUAL CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Pastor Scott Smith, First United Methodist Church of Ormond Beach, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Recognition of Florida Legislators

Mayor Partington presented a proclamation to Florida House Representative Tom Leek, thanking him for his advocacy of Ormond Beach in his work and encouraged residents to pay tribute to Representative Leek for his support.

Representative Leek thanked the Commission for the support.

Mayor Partington recognized Representative Leek, Florida Senator Tom Wright and Representative Webster Barnaby with a plaque of appreciation, noting Representative Barnaby's plaque was being accepted by his District Aide Hilda Quintero.

Senator Wright thanked the Commission.

Item #5 – Adoption of Fiscal Year 2022-2023 Millage Rates and Budget

Item #5A – Final Millage Rates Fiscal Year 2022-2023

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-110
A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2022-2023; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington stated per Florida Statute, he was required to state the final millage rate for the City of Ormond Beach necessary to fund the Fiscal Year (FY) 2022-2023 budget was 3.7610 mills. The rate was 5.68 percent above the rolled back rate of 3.5587 mills. The debt service millage rates were 0.0050 for the 2003 General Obligation Bond Sinking Fund and 0.0800 for the 2010 General Obligation Bond Sinking Fund.

Mayor Partington stated it was a public hearing and inquired if there were any members of the public who wish to speak or ask questions prior to adoption of the final millage rate and budget.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2022-110, as read by title only.

Mayor Partington stated the final operating millage of 3.7610 mills was 5.68 percent above the rolled back millage rate. The resolution also included adoption of the debt service millage rates of 0.0050 for the 2003 General Obligation Bond Sinking Fund and 0.0800 for the 2010 General Obligation Bond Sinking Fund.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	No
Carried.	Mayor Partington	Yes

Mayor Partington announced the operating millage rate was set at 3.7610 mills, which was 5.68 percent above the rolled back millage rate of 3.5587 mills.

Item #5B – Budget Ordinance-Proposed Fiscal Year 2022-2023 Budget

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-26
AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2022-2023 FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2022-26, on second reading, as read by title only.

Mayor Partington requested for the City Clerk to call the vote to adopt the budget of \$112,493,789.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	No
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the Public Hearings.

Item #6 – Audience Remarks

Mr. Alan Burton, 915 Ocean Shore Boulevard, provided a handout to the Commission and stated he was there to advocate for the Ormond Scenic Loop and Trail “The Loop”. He discussed ways to grow and sustain The Loop, and requested the Commission look into revising the city’s mission statement to include “future generations”.

Mayor Partington advised the minutes of the September 7, 2022, meeting 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.

The motion passed by voice vote.

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.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Commissioner Selby discussed his support of Item 8F regarding Riverside Drive road closures. He asked the Commission for their thoughts on the possibility of permanently closing one block of Riverside Drive.

Item #9A – 1405 North U.S. Highway 1, Annexation

City Clerk Susan C. Dauderis read by title only:

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3136-01-45-0010; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Ordinance No. 2022-28, on first reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #9B – Land Use Map Amendment, Volusia County parcels – Plantation Oaks Blvd. & Old Dixie Highway

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-29
AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 33.31± ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00- 0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH “LOW DENSITY RESIDENTIAL” AND VOLUSIA COUNTY “URBAN LOW INTENSITY” TO ORMOND BEACH “RECREATION/OPEN SPACE”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was for a comprehensive plan small scale land use map amendment for the Volusia County property located along Old Dixie Highway and Plantation Oaks Boulevard. He explained the intended use of the property was for preservation and a recreational trail.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2022-29, 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 #9C – 2080 West Granada Boulevard, Riverbend Academy, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-116
A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A THIRD AMENDED SPECIAL EXCEPTION DEVELOPMENT ORDER ASSOCIATED WITH “RIVERBEND ACADEMY” LOCATED AT 2080 WEST GRANADA BOULEVARD, IN THE SR (SUBURBAN RESIDENTIAL) ZONING DISTRICT, AUTHORIZING AN INCREASE IN THE ALLOWED NUMBER OF STUDENTS; REMOVING LIMITED HOURS OF OPERATION FOR THE SCHOOL; AND AUTHORIZING THE EXPANSION OF THE BUILDING BY APPROXIMATELY 13,327± SQUARE FEET UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the request was for a special exception development order. He reviewed the background on the property, noting the school was looking to expand the number of students and eliminate the hours of operation restrictions. He noted the Planning Board and staff recommended approval.

Commissioner Selby stated he was supportive of the item and inquired why the item was presented to the Commission; whereby, Mr. Spraker stated based on the zoning district the school was a special exception use.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Resolution No. 2022-116, on first reading, as read by title only.

Item #10 – Second Reading of Ordinances

City Clerk Susan C. Dauderis read by title only:

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE III, FIREFIGHTERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-43, ESTABLISHMENT AND OPERATION OF FUND; FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Item #11 – Resolutions

City Clerk Susan C. Dauderis read by title only:

A RESOLUTION FINDING A PUBLIC PURPOSE FOR THE CITY TO PARTICIPATE IN A JOINT PARTICIPATION AGREEMENT BETWEEN ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, VOLUSIA COUNTY, AND THE CITY OF ORMOND BEACH, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 901 AIRPORT ROAD IN ORMOND BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 18.6 ACRES; APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT FOR ORMOND BEACH'S PORTION OF THE PURCHASE OF THE PROPERTY; APPROVING AND AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT FOR SALE AND PURCHASE OF THE PROPERTY; APPROVING AND AUTHORIZING THE EXECUTION OF A PERPETUAL CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington inquired if the Volusia County Council votes were unanimous; whereby, Mr. Spraker confirmed they were.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Resolution No. 2022-117, as read by title only.

Commissioner Selby inquired how Florida Department of Transportation’s (FDOT) mitigation needs factored into the property; whereby, Mr. Spraker explained FDOT was required by SJRWMD to acquire land for preservation due to the environmental impact of a roadway project.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Mayor Partington	Yes
Carried.		

Item #12 – Reports, Suggestions, Requests

Compliments

Ms. Joyce Shanahan, City Manager, thanked the Commission and the Finance Department for their work on the budget.

Commissioner Selby complimented Ferritto Family Limitless Park and encouraged citizens to visit.

Commissioner Persis discussed her support of the legislative recognition.

Mayor Partington thanked the Volusia County and SJRWMD representatives for attending the meeting and discussed the 901 Airport Road agreement.

Projects

Ms. Shanahan stated the Facility Hardening project was scheduled to be completed over the next few weeks. She stated the South Washington Street Sidewalk project was moving forward and work would begin soon, the playground at Fleming Avenue was pending the final play surface to be installed and the Water Reclamation Facility Clarifier project schedule was being finalized.

Commissioner Selby stated Ormond Beach MainStreet was discussing a project for adding lights to the palm trees.

Events

Ms. Shanahan explained National Night Out was scheduled for October 4, 2022, and the City Commission meeting normally scheduled for that day was previously rescheduled for October 5, 2022. She stated Movies on the Halifax would be on October 7, 2022, on October 8, 2022 would be the Reel in the Fun fishing tournament and State of the City would be held on October 11, 2022.

Commissioner Selby regretted to inform the Commission and staff he was unable to attend the State of the City event due to a conflicting event in Cuba.

Commissioner Kent discussed the Crime Stoppers’ event and complimented Ormond Beach candidate Detective Ryan Smith.

Commissioner Persis complimented staff and the city for the 9/11 Memorial event. She stated she attended the Tenth Anniversary event for the Ormond Beach Observer.

Commissioner Littleton encouraged citizens to prepare for potential hurricanes.

Granada Bridge and Beach Entry

Commissioner Selby voiced his concerns regarding the Granada Boulevard bridge compared to the bridge on International Speedway Boulevard in Daytona Beach. He discussed possible artistic and lighting designs, noting while FDOT was working on Granada Boulevard the city could discuss a bridge redesign. He also suggested adding an entry arch at the Granada Boulevard beach access similar to the International Speedway Boulevard beach access arch.

Commissioner Persis agreed with Commissioner Selby on the bridge and would like for the upgrades, noting she would prefer to see the bridge improvements before discussing a beach access arch.

Commissioner Littleton and Mayor Partington agreed with the bridge improvements.

Item #13 – Adjournment

The meeting was adjourned at 7:58 p.m.

APPROVED: October 5, 2022

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
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: Steven Spraker, Planning Director

Date: October 5, 2022

Subject: 2022-23 Service Agreement for Ormond Beach MainStreet

Commission Goal: Community Development - Other

Introduction

This is a resolution seeking the approval of the Fiscal Year (FY) 2022-2023 Service Agreement for Ormond Beach MainStreet ("MainStreet") in the amount of \$70,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. MainStreet is seeking an increase of funding of \$5,000 this year.

Background

Each year MainStreet performs work pursuant to a contract with the City for services that are more appropriately done by a non-government organization. The contractual work includes marketing, promotions, the weekly Farmers Market, merchant support, and events designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting, and welcoming destination. Ormond Beach MainStreet continues to better the experience for visitors to the downtown district through events, partnerships with other organizations, supporting the city in capital projects, grant and mural reviews. MainStreet has provided a summary of activity which is attached as part of this agenda item.

The annual report states:

Historic Ormond Beach has managed to hold on when other cities struggled. The CRA (Community Redevelopment Area) district of Ormond Beach continues to nurture a strong foundation of community interaction, as well as promote our positive destination brand over the years. Ormond Beach MainStreet leverages these strengths and shows its strong support of both business and community by promoting new ideas for commerce and entertainment and offering assistance to face the challenges of uncertainty.

Discussion

The annual contract attached to this agenda item details the activities of MainStreet. Highlights of these activities include:

1. Leveraged partnerships and membership affiliations with Florida MainStreet and Main Street America to provide up to date information on grants and best business practices.
2. Awarded three \$500 marketing grants in 2022 to new district businesses.
3. Placed advertisements and feature articles promoting Ormond small businesses and activities in print media including Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Evolve Magazine, Money Pages, Ormond Magazine, East Coast Current and See Magazine.
4. Continued “Support Ormond Small Business” campaign with social media, radio, and print ads.
5. Our social media presence continues to grow. Ormond MainStreet maintains four Facebook pages (Celtic, Farmers Market, OMS, Ormond Beach Arts District pages) (total current followers - 28,525- up 38% year-over-year, two Instagram pages and a monthly e-newsletter for consumers reaching more than 2,737 subscribers. Digital advertising impressions reached more 1 million this year.
6. Conducted Ormond Beach Celtic Festival, Riverfest Seafood Festival, Small Business Saturday, Story Stroll, Granada Grand Festival of the Arts, Taste of Ormond, and Ormond Beach Farmers Market.
7. Worked with Planning Department on projects approved for the CRA in the current fiscal year budget including the sidewalk banding project. MainStreet continues to promote the department’s push for pedestrian safety, including mid-block crossings.
8. Under the guidance of the City’s Economic Development Director, the MainStreet Economic Vitality Committee is finalizing the District Asset Analysis.
9. Achieved National MainStreet Center accreditation for the 8th year in a row. Only 860 Main Street programs nationwide achieved accreditation this year.
10. Cassen Park Floating Dock - Dock Day photo shoot for social media and promotion.
11. Worked with Florida MainStreet to advocate with the Florida Legislature to improve funding and services to local programs.

Budget Impact

The request from MainStreet is for an additional \$5,000 this year for a total of \$70,000. There are adequate funds to cover the request in the Community Redevelopment Trust Fund. The cover letter indicates that Ormond MainStreet has “seen pricing increases in a myriad of products and services, including event insurance, entertainment, advertising rates, temporary labor, printing equipment, and more.”

Citizen Impact

The downtown plays an important and unique role in economic and social development. A critical mass of activities where commercial, cultural, and civic activities is concentrated contributes to a productive downtown. This concentration facilitates business, learning, and cultural exchange. Downtown Ormond Beach has the potential to be a center for business creativity, neighborhood engagement, non-profit entrepreneurs such as MainStreet's arts initiative, economic diversity, and an attraction for visitors, seniors, city residents, and young talent. MainStreet has been a key component in the success and revitalization of the Downtown area.

Recommendation

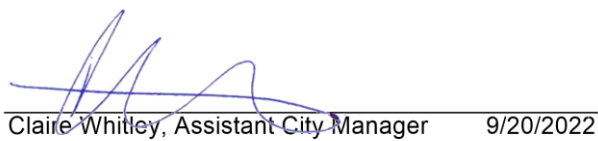
Staff recommends approval of the Fiscal Year 2022-2023 Service Agreement for Ormond MainStreet in the amount of \$70,000.

Attachments:

- 22-118 Ormond Mainstreet Service Agmt (P22-0122G) (PDF)
- FY2022-23, Main Street, Service Agmt (PDF)
- Exhibit A, CRA Area (PDF)
- 22 -23 Letter of Transmittal (PDF)
- 21 -22 activity report (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/7/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-118

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.

WHEREAS, the City and Ormond Main Street, Inc. have, since February 6, 1996, entered into an annual agreement for the purpose of promoting economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, and

WHEREAS, the Ormond Beach Main Street District is part of the City's Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission approved Resolution 84-74 in accordance with section 163.357, Florida Statutes, designating itself as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, desires to renew a Service Agreement with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, a copy of the 2022-23 Service Agreement for Ormond Main Street said service agreement being attached hereto and incorporated herein by reference, and

WHEREAS, the City Commission finds that the allocation of public funds to Ormond Main Street, Inc. for the purposes that are stated in the agreement serves a clearly identifiable and concrete public purpose as the primary objective, has a reasonable expectation that such purpose will be substantially and effectively accomplished, and that the public funds are not provided for general functions or purposes of Ormond Main Street, Inc. The City Commission further finds that the purposes described herein are consistent with the legal principles described in O'Neill v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975), now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute the Service Agreement on behalf of the City/Agency with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District. The City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, further ratifies and affirms all preceding agreements between the City and Ormond Main Street, Inc., regarding the Ormond Beach Main Street District.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON

Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

**2022-23 SERVICE AGREEMENT
FOR ORMOND MAIN STREET**

THIS AGREEMENT is made by and between the **CITY OF ORMOND BEACH** ("**CITY**"), a Florida municipal corporation **COMMUNITY REDEVELOPMENT AGENCY** for the Central Business District and adjacent areas as created by Resolution 84-74 ("**AGENCY**"), and **ORMOND MAIN STREET, INC. ("OMSI")**, a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street district depicted in Exhibit "A" hereto, inconsideration of the terms and conditions described as follows.

1. **Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
2. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for general functions or purposes of OMSI. The parties determine that the use of the public funds are intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975).
3. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties and shall continue in effect through and including September 30, 2023. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year.
4. **Responsibilities of the Respective Parties.** The OMSI shall be responsible for the following:

- a) Advertising the Ormond Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
- b) Provide the opportunity for four (4) advertising grants for new businesses this fiscal year;
- c) Improve and upgrade as required the web sites devoted to Main Street, Arts District and Farmer's Market and associated social media sites;
- d) Conducting Riverfest Seafood Festival, Granada Grand Festival of the Arts, Taste of Ormond, and the Ormond Beach Celtic Festival as the four major community events of the fiscal year;
- e) Maintain and improve Community Redevelopment Agency district maps for tourism, as well as arts and culture. These maps may be print or digital;
- f) Strengthen the Arts District: OMSI continues to work to provide increased opportunities for artists, both visual and performing, to produce creative work here in Ormond Beach. Anticipated projects include:
 - i. Expanding the Granada Grand Festival of the Arts to a full weekend event.
 - ii. Encouraging and seeking opportunities for murals within the downtown district.
 - iii. Supporting an additional two small arts events during the year.
 - iv. Providing a rotating gallery space for local artists at the new OMSI office.
 - v. Assisting Planning Department staff with district 'aesthetic improvements' projects including traffic cabinet box wraps and the Granada Bridge painting capital improvement.
- g) Create and maintain effective events to bring increased foot traffic and public awareness to the district.

For the services rendered above, the **CITY/AGENCY** shall pay to OMSI, \$70,000.00 in quarterly installments of \$17,500.00 on October 12th, January 1st, April 1st, and July 1st. Such payments shall be considered a fee for service and are not to be used for normal organizational operational costs.

5. **Main Street Core Responsibilities:** Funds generated by OMSI through membership, special events and fundraising shall be used to cover expenses for the following:

- a) Maintaining and seeking to expand membership.
- b) Implementation of new events.
- c) Maintenance of the Farmers Market.
- d) Administrative costs including participation in Florida Main Street and National Main Street.
- e) A monthly e-newsletter promoting business and activity in the CRA district.
- f) Collecting and disseminating data, providing assistance to various OMSI and CITY/AGENCY committees and workshop groups, and attending various meetings relative to such tasks.
- g) Assisting with the maintenance and update of data related to CRA district properties, including vacancies and business changes.
- h) Promoting the Ormond Beach Main Street District program, thereby increasing the base for new business development.
- i) Assist applicants for Property Improvement Grants and CITY/AGENCY staff with the TIF funding process in the Ormond Beach Main Street District.
- j) Assist applicants developing in the downtown and CITY/AGENCY staff with SPRC meetings for all projects in the Ormond Beach Main Street District.
- k) Assist in recruiting and retaining businesses.
- l) Encourage property owners to redevelop property and recruit businesses to fill vacant spaces.
- m) Assist CITY/AGENCY staff with the review/design/implementation of downtown capital projects.

6. **Board Appointment.** The City Manager and City Commission shall each be entitled to appoint one (1) member to the Board of Directors of OMSI.

7. **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.
8. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor **OMSI** (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity 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 said act.
9. **Liability and Indemnification.** **OMSI** shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (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 injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of **OMSI** (including its directors, officers, employees, agents and other representatives).
10. **Miscellaneous. OSI shall:**
 - a) Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **OMSI'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.
 - c) Comply with all applicable federal, state, and local laws, rules, and regulations.

- 11. Florida Public Records Law.** Main Street 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.
- 12. 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.
- 13. Sovereign Immunity.** The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.
- 14. 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.
- 15. Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission, and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Service Agreement to be signed on the dates indicated here in below.

DATED this ___ day of _____, 2022.

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation acting as the
**CITY OF ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Signature: _____
Print Name: _____

By: _____
BILL PARTINGTON
Mayor, City of Ormond Beach
and Chairman, Central
Business District CRA

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2022.

WITNESSES:

ORMOND MAIN STREET, INC., a Florida
corporation

Signature: _____

Print Name: _____

By: _____

NANCY CORTEZ

President

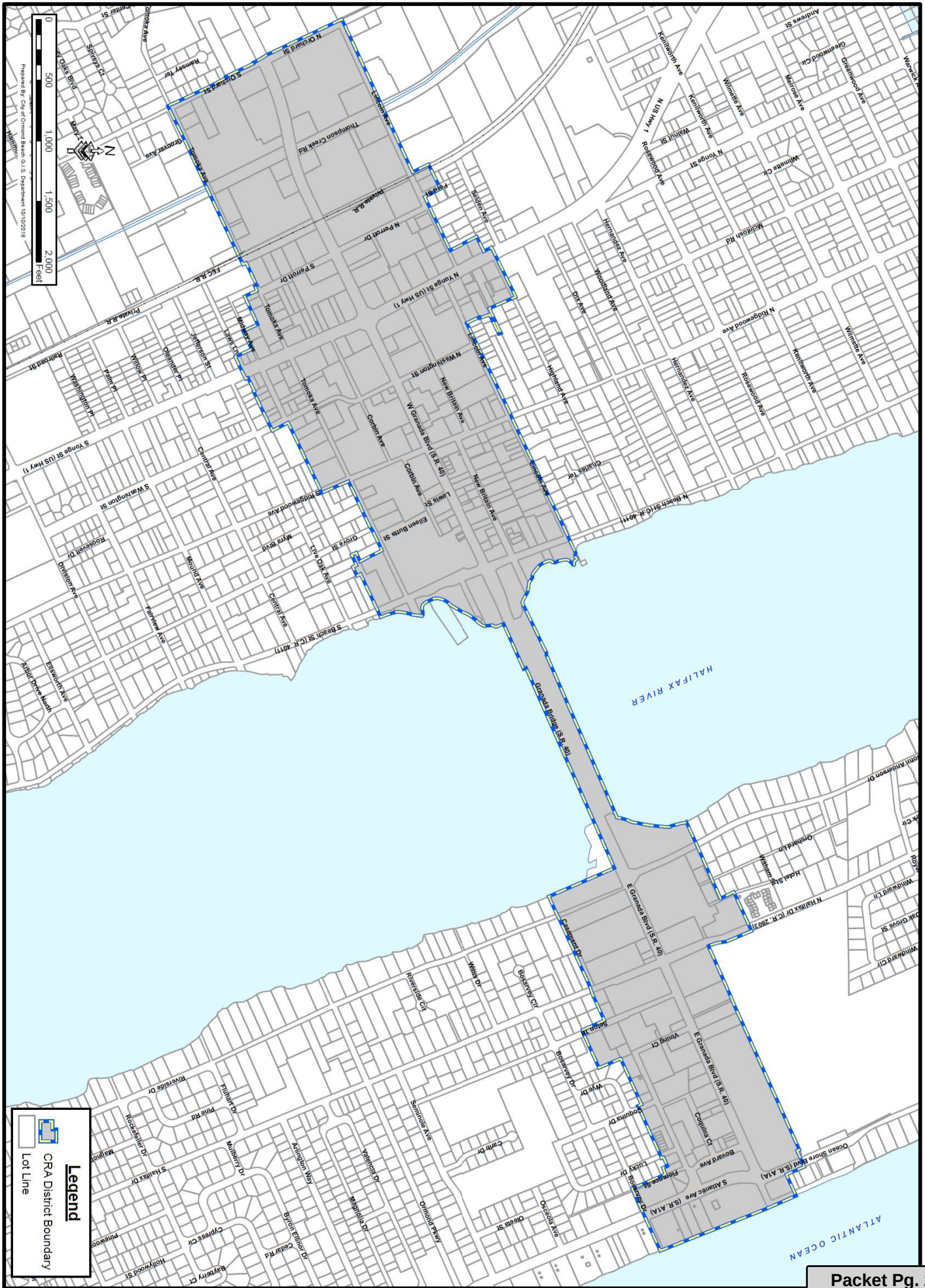
Signature: _____

Print Name: _____

Attest: _____

REBECCA PARKER

Interim Executive Director





ORMOND BEACH MAINSTREET

P.O. Box 2917

Ormond Beach, FL 32175

August 25, 2022

Executive Committee 2021-2022

Nancy Cortez, President
Paul Osterndorf, Secretary
David Neubauer, Treasurer
Robert Coleman, Design Committee Chair
John Adams, Economic Vitality Chair

Board of Directors 2021-2022

Dorian Burt
Thomas Caffrey
Debbie Cotton
Frank Ganz
Ken Kimble
Thomas MacDonald
Bill Partington, II
Lisa Rademacher
Chuck Spano
Judith Stein

Ex Officio Members

Dwight Selby, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce

Julia D. Truilo
Executive Director

Annual Sponsors

Adams, Cameron & Co. Realtors
Advent Health
Daytona Beach News Journal
Halifax Insurance Partners
Highlander Corporation
Money Pages
Ormond Observer
Ritchey Cadillac
Ritchey Buick GMC
Robbins Camper Sales
S.R. Perrott
WSBB

Ms. Joyce Shanahan
Ormond Beach City Manager
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

Re: 2022-2023 Contract renewal with Ormond MainStreet, Inc.

Dear Ms. Shanahan,

I would like to request that you include \$70,000 in your next budget cycle for the work provided to the City of Ormond Beach by Ormond MainStreet, Inc. This small increase will assist Ormond MainStreet with managing its expenses during this time of high inflation.

Our contractual work for the City includes marketing, promotions, the weekly Farmers Market, support of local arts and culture, merchant support, and events large and small designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting and welcoming destination. As you can see by the attached annual report, we have continued to provide support to our district businesses as they recover from difficult times. While the setbacks directly relating to the pandemic are easing, we are certain that these business owners will continue to lean on us as they navigate current inflation pressures and staffing and supply shortages. Our district has undoubtedly grown and improved this past year, and we are proud to have welcomed nearly a dozen new businesses. We aim to provide them with the same quality of assistance as we always have.

Our changing economy has directly impacted our organization's budget, as well as our efforts to promote the area. While we have not reduced any of our contributions, we have seen pricing increases in a myriad of products and services, including event insurance, entertainment, advertising rates, temporary labor, printing, equipment, and more. The requested increase of \$5,000 will aid in reducing these financial constraints.

We continue to work hard to build success for our district merchants by providing them with timely information, collaborative marketing, merchant-focused events and a safe community to meet and share their successes and challenges. At the same time, we take seriously our commitment to the vitality of the district and to making it as attractive and welcoming as possible for residents, visitors and investors. As always, our work with the City's Planning and Economic Development departments remains one of the cornerstones of our success. We remain excited to be an important part of the City's efforts to build a vital core business district.

Please let me know if you have any questions or concerns about our proposal. I look forward to another successful year of partnership with the City of Ormond Beach.

Sincerely,

Rebecca Parker
Interim Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com

www.ormondbeachmainstreet.com





Mission Statement: Dedicated to a vibrant downtown community

Vision Statement: To be a premiere destination for visitors and residents to live, work and play

ANNUAL REPORT 2021 - 2022

Ormond Beach MainStreet and the Ormond Beach CRA district, have grown tremendously over the 2021 – 2022 year. As the pandemic lingered, new businesses opened, few businesses closed and the community continued its efforts to buy and eat local. The willingness to invest and reinvest in the district is shown by private investors who spent nearly \$2,527,091 keeping the area spruced up and new things coming.

Historic Ormond Beach has managed to hold on when other cities struggled. The CRA district of Ormond Beach continues to nurture a strong foundation of community interaction, as well as promote our positive destination brand over the years. Ormond Beach MainStreet leverages these strengths and shows its strong support of both business and community by promoting new ideas for commerce and entertainment and offering assistance to face the challenges of uncertainty.

The completion of large construction projects including the Ormond Memorial Art Museum, the MacDonald House, Publix Supermarket and the Pumphouse BBQ complex brought new visual life to Granada Boulevard. Events like the Ormond Beach Celtic Festival and Riverfest Seafood Festival returned to Rockefeller Gardens, bringing people from throughout the region back into the area. Visitors are already returning from all over the world, ready to travel. The demand for Ormond Beach housing continues strong. Just a few steps outside the District, Ormond Beach is seeing its first multifamily housing units go up on Beachside in more than a quarter of a century, and additional projects are being proposed that could expand our CRA's residential capacity.

This has continued to be a difficult year for small businesses and small non-profits alike. Our revenue - which is highly dependent on successful events – had increased, but our expenses surged dramatically as well. Yet, like so many of our local businesses, we managed to stay afloat with the help of careful budgeting, resource management, dedicated sponsors and reimagining our objectives.

In April 2022, Executive Director Julia Truilo decided to retire after 10 years with Ormond MainStreet. The stability of our organization and its broad support throughout the community helped us make a seamless transition and welcome new Executive Director, Caroline Skinner in May 2022.

ORMOND BEACH MAINSTREET AND LOCAL BUSINESS

Our work with local businesses can be categorized 3 ways - information gathering, intercommunication and direct assistance to businesses, and public outreach. Support is always offered to all district businesses regardless of their membership status.

Business Support

- Maintained an active private Facebook group for merchants (188 members), posting new resources multiple times each week and allowing them to communicate with one another. Posts include links and information for SCORE, SBA, James Moore CPA, Florida League of Cities, and funding opportunities as well as local programs sponsored by the City of Ormond Beach and the Ormond Beach Chamber.
- Leveraged partnerships and membership affiliations with Florida MainStreet and Main Street America to provide up to date information on grants and best business practices.
- Shared information on marketing and business support grants available through national corporations including American Express, The Hartford, eBay, AARP and others, many of which are only available to Main Street communities. We also supplied letters of support and data to those who chose to apply for funds in both February and April of 2022.
- Conducted regular check-ins with business and property owners – both in person and digitally - and followed up with relevant information.
- Identified and welcomed new businesses to the district and offered our support, promotion, hospitality, and a direct newsletter on educational opportunities and upcoming events.
- Published a monthly business direct newsletter with information about funding, educational opportunities and upcoming events.
- Held monthly merchants' meetings, with the opportunity to attend both in person, and via video conferencing.
- Awarded three \$500 marketing grants in 2022 to new district businesses
- Continued to partner with Ormond Beach Chamber of Commerce to get information to CRA businesses.
- Met regularly with the Florida MainStreet Coordinator and other Florida Main Street executives to share relevant data on best practices.

Public Facing Promotions

- We continued to expand our Small Business events - "Christmas in July" and "Small Business Saturday" - encouraging consumers to come into the downtown or to shop online at their favorite local store from the comfort of their own home. Many businesses reported that these were highly successful days for their sales and provided

an excellent bump in their bottom line. More than 40 of our district businesses participate regularly in these “Eat Local/Shop Local” campaigns and many say they are some of their most profitable days of the year.

- Created and underwrote group advertising opportunities for local businesses including print and radio ads and are offering branded merchant QRs for members.
- Placed advertisements and feature articles promoting Ormond small businesses and activities in print media including Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Evolve Magazine, Money Pages, Ormond Magazine, East Coast Current and See Magazine.
- Continued “Support Ormond Small Business” campaign with social media, radio, and print ads.
- Our social media presence continues to grow. Ormond MainStreet maintains four Facebook pages (Celtic, Farmers Market, OMS, Ormond Beach Arts District pages) (total current followers – 28,525– up 38% year-over-year, two Instagram pages and a monthly e-newsletter for consumers reaching more than 2,737 subscribers. Digital advertising impressions reached more 1 million this year
- Ormond MainStreet spent more than \$30,000.00 between July 1, 2021 and June 30, 2022 for promotion of the CRA district on print, radio and digital advertising.
- A digital map of the district accessed by a branded QR code is planned for late 2022.

ORMOND BEACH MAINSTREET & COMMUNITY

Our major events - Ormond Beach Celtic Festival, held twice in one year, both in September 2021 and April 2022, and Riverfest Seafood Festival held in November 2021 - were welcomed back with open arms by the community and we continued to reach out to locals and visitors, finding new ways to connect them to the CRA District.

- **Small Business Saturday** was a resounding success once again for our local businesses. Forty-one shops and restaurants participated in the day-long shopping and dining event that kicks off local holiday shopping. These events are designed to bring new traffic to locally owned stores and restaurants and emphasize the vitality and unique nature of our small businesses. Ormond MainStreet coordinates and markets these events providing all signage, decorations, giveaways, and training. Surveys distributed to business owners after each Shop Local/Eat Local event reveal that these campaigns bring great value to participating businesses both in profitability and exposure.
- With The Casements’ holiday activities and the parade returning this year, Ormond MainStreet rolled out a plan to attract customers to the district every weekend between Thanksgiving and mid-December. This began with the Small Business Saturday promotions. We were delighted to help publicize the Casements Christmas Gala the following weekend and to be a part of the team for the **Ho Ho Home for the Holidays** parade on December 11 - bringing carolers and hot chocolate to the Christmas Tree Lighting at David Hood Plaza and sponsoring the grand prize.

- Last year's **Merry & Bright Light Up Contest** was so popular with our merchants that when the City decided not to continue it this year, Ormond MainStreet stepped up and took over, raising \$5000 for prizes that went to the businesses and organizing the contest.
- We also continued our **Story Stroll** partnership with the Casements and the Ormond Beach Regional Library, creating a giant book that decorated Rockefeller Gardens during the holiday season. A second Story Stroll took place in June, featuring a children's summer reading book.
- **Granada Grand Festival of the Arts** returned in February 2022. Our new home on New Britain Avenue provided us with plenty of space for the 80 artists and 3000 visitors who joined us on Feb. 5. Not only was it a successful event for the artists and patrons, it was an extremely successful for the local merchants. The Ormond Garage reported that Saturday was their best day since opening, while other restaurants reported a 50% uptick in business over a normal Saturday.
- **Taste of Ormond** happily returned to the giant tent in Rockefeller Gardens on March 4. As always, the event was a sellout, bringing 500 people together to sample the best that Ormond restaurants and food purveyors have to offer. Despite the severe shortage of restaurant workers, twenty-two local restaurants and S.R. Perrott participated in the event. We also partnered with the Seabreeze High School Culinary Academy, connecting students with seasoned chefs and restaurant owners through the event.
- **The Ormond Beach Farmers Market** has been at the David Hood Plaza every Thursday from 8 AM – 1 PM. The average market day now hosts more than 25 vendors, growing considerably year over year. The market sees approximately 200 customers each week - about 10,000 each year. Through its contractual agreement with the City, Ormond MainStreet manages and promotes the market at a cost of approximately \$13,000 each year.
- Ormond MainStreet raises funds through its events for various school programs and departments at **Seabreeze High School**, including the Seabreeze's AICE program, Key Club and the Design program.
- Our staff promotes the CRA district to the area by speaking to local civic clubs and groups.
- Ormond MainStreet continues to support the Ormond Beach Chamber of Commerce Leadership program serving as both presenter and sponsor. Main Street staff member, Becky Parker, has served on the Leadership Committee for 6 years and currently chairs the 9-week program for local professionals.
- Ormond Main Street staff members continue to work on the advancement of Arts and Culture in the CRA District by supporting the Ormond Beach Arts District, a sister non-profit organization. Julia Truilo founded the organization, while Becky Parker currently serves as its Board President.

ORMOND BEACH MAINSTREET AND CITY GOVERNMENT:

- Worked with Planning Department on projects approved for the CRA in the current fiscal year budget including the sidewalk banding project. MainStreet continues to promote the department's push for pedestrian safety, including mid-block crossings.
- We continue to partner with the Planning Department by serving as a review committee for design projects within the CRA District as well as any Building Improvement Grants.
- Under the guidance of Brian Rademacher, the City's Economic Development Director, the MainStreet Economic Vitality Committee is finalizing the District Asset Analysis. Data and information gathered will be used by the Economic Development Department and Ormond Beach MainStreet to attract new investment in the district.
- MainStreet continues to work with the City with regard to the redesign of Cassen Park as suggested by the Downtown Master Plan update.
- Participated with the City with to find solutions for parking congestion in the district such as signage for and meeting with the School Board.
- Launched a digital campaign to promote the Cassen Park Dock to boaters, both locally and regionally. Organized and funded the production of drone video and images for use on OMS website, social media posts, and other modes of online distribution.

ADDITIONAL ORMOND BEACH MAINSTREET ACCOMPLISHMENTS

- Achieved National MainStreet Center accreditation for the 8th year in a row. Only 860 Main Street programs nationwide achieved accreditation this year.
- Cassen Park Floating Dock – Dock Day photo shoot for social media and promotion.
- Worked with Florida MainStreet to advocate with the Florida Legislature to improve funding and services to local programs.
- Executive Director Julia Truilo is a part of Florida Main Street's state mentoring program, assisting directors of new Florida Main Streets. She also serves as a board member for the Florida Downtown Association.
- Staff members completed continuing education training through state and national conferences, local seminars and web-based curriculum.
- Began planning for Florida MainStreet's quarterly conference in September 2022, which Ormond MainStreet was chosen to host. This will be an opportunity to show off our city to nearly 60 other Florida program representatives, and share the success of many of our public-private partnerships & projects in the CRA.
- Winner, Daytona Beach Convention and Visitors Bureau; Best Arts, Heritage and Cultural Event – Ormond Beach Celtic Festival 2022. Hometown News; Best Local Festival – Riverfest 2021 finalist.

DATA POINTS FOR ORMOND BEACH MAINSTREET

CRA DISTRICT

Private investment within the CRA (based on City Permit Reports July 2021 thru March 2022) - \$2,527,091.

2021 – 2022 New Businesses

- Restaurants/Food –
 - Pump House BBQ
 - Neighborhood Ice Cream
 - Crispy Gourmet Takeout
 - Fat Paulies Wicked Awesome Eatery
- Retail –
 - Rusty Wagon
 - Heroes Uniforms and Scrubs, Llc
 - Publix Supermarket
 - Oceanside E Bikes
 - Art Spotlight
 - The Studio by Artist Angel Lowden
- Services
 - JN Nail Spa Llc
 - Prime IV Hydration
 - Arthur Murray Dance Studio
 - GloLab Med Spa
 - Seamstress Holly Ann
 - Body Exchange Boxing
- Professional –
 - Kircher & Arnau PLLC
 - NP by the Sea

Businesses Lost

- Frappes Italian Grille (June 2022)
- Nature's Garden Health Food Store

Major private construction/renovation/expansion projects expected:

- 121 W Granada
- 63 Sovereign expansion

ORMOND BEACH MAINSTREET

- ❖ Twenty board members, 150 volunteers, 2 full time staff
- ❖ Ormond MainStreet volunteers gave 2,348 hours of service this year - the equivalent of \$67,745.12 of in-kind donations.
- ❖ Eight major events in 21- 22
- ❖ Fifty Farmers Market events
- ❖ Major partners - City of Ormond Beach, Ormond Beach Chamber of Commerce, Ormond Memorial Art Museum, Ormond Beach Historical Society, Ormond Beach Regional Library, Ormond Beach Arts District, Rotary Club of Downtown Ormond Beach.
- ❖ Major sponsors - Adams Cameron & Co. Realtors, AdventHealth Daytona, Daytona Beach News Journal, Halifax Insurance Partners, Highlander Corp., Hometown News, Money Pages, Ormond Observer, Ritchey Buick-Cadillac-GMC, Robbins Camper Sales, S.R. Perrott, WastePro, WSBB



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: Susan C. Dauderis, City Clerk

Date: October 5, 2022

Subject: Appointment to the Housing Authority

Commission Goal: Governance - Other

Introduction

This is a request to reappoint Joe Daniels as a commissioner of the Housing Authority.

Background

The Housing Authority is governed by Florida Statutes, Chapter 421, regarding public housing. It is established to provide public housing for persons of low income at rentals they can afford. The Authority is the entity that leases and operates the housing project at 100 New Britain and other low-income rentals in the City. They also oversee repairs, rental amounts, investigate living conditions, and study problems relative to public housing.

Discussion

Per Florida Statute, the Mayor appoints the five commissioners of the Housing Authority with the approval of the City Commission. Terms of commissioners are four years. Mr. Daniels was appointed to the Housing Authority in July of 2019 to serve through September 15, 2022. Mayor Partington has nominated Joe Daniels to serve an additional four-year term, which would expire on October 5, 2026.

The Housing Authority must have at least one commissioner who is a resident of one of the housing projects and is currently renting or is a person of very low income who receives rent subsidy and lives within the Authority's jurisdiction. Another member of the Housing Authority has filled the requirements.

Budget Impact

There is no budget impact for this item.

Citizen Impact

The Ormond Beach Housing Authority benefits citizens by assisting low income families to provide affordable housing.

Recommendation

It is requested that the City Commission approve the attached resolution appointing Joe Daniels as a commissioner of the Housing Authority to serve a four-year term to expire on October 5, 2026.

Attachments:

- 22-119 Housing Authority Re-appt -Daniels (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/19/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-119

A RESOLUTION REAPPOINTING JOE DANIELS 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.

WHEREAS, the term of Joe Daniels as commissioner for the Ormond Beach Housing Authority expired on September 15, 2022, and

WHEREAS, pursuant to section 421.05, *Florida Statutes*, the Mayor, with the approval of the City Commission, appoints members to serve on the Ormond Beach Housing Authority, and

WHEREAS, the Mayor desires to reappoint Joe Daniels to serve on the Ormond Beach Housing Authority, and

WHEREAS, the City Commission concurs with the appointment of said person to the Ormond Beach Housing Authority; now therefore,

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

SECTION ONE. Joe Daniels is hereby reappointed to serve as commissioner of the Ormond Beach Housing Authority for a four (4) year term ending October 5, 2026.

SECTION TWO. The said appointee shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

SECTION THREE. The said appointee shall serve in accordance with Resolution 80-135, Chapter 421, *Florida Statutes*, and all other applicable law.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
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: Susan C. Dauderis, City Clerk

Date: October 5, 2022

Subject: Appointment to the Housing Authority

Commission Goal: Governance - Other

Introduction

This is a request to appoint Ninoska Morales as a Commissioner of the Ormond Beach Housing Authority.

Background

The Housing Authority is governed by Florida Statutes, Chapter 421, regarding public housing. It is established to provide public housing for persons of low income at rental costs they can afford. The Ormond Beach Housing Authority is the entity that leases and operates the housing project at 100 New Britain Avenue and other low income rentals in the City. They also oversee repairs, rental amounts, investigate living conditions, and study problems relative to public housing.

Discussion

Per Florida Statute, the Mayor appoints five commissioners of the Housing Authority with the approval of the City Commission. Terms of commissioners are four years, and the Housing Authority must have at least one commissioner who is a resident of one of the housing facilities.

The City was informed that Commissioner James Price recently passed away, additionally his term expired on September 15, 2022. Mr. Price served on the Housing Authority for 20 years, since 2002, and his time and service was greatly appreciated.

The Housing Authority must have at least one commissioner who is a resident of one of the housing projects and is currently renting or is a person of very low income who receives rent subsidy and lives within the Authority's jurisdiction. Mr. Price met this residency requirement; therefore, the individual appointed would need to as well.

Mayor Partington has appointed Ms. Morales to serve a four year term to expire on October 5, 2026, and Ms. Morales meets the residency requirement.

Budget Impact

There is no budget impact for this item.

Citizen Impact

The Ormond Beach Housing Authority benefits citizens by assisting low income families to provide affordable housing.

Recommendation

It is requested that the City Commission approve the attached resolution appointing Ninoska Morales as Commissioner of the Housing Authority to serve a four year term, which will expire on October 5, 2026.

Attachments:

- 22-120 Housing Authority Appt (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/19/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-120

A RESOLUTION APPOINTING NINOSKA MORALES 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.

WHEREAS, there currently exists a vacancy on the Ormond Beach Housing Authority, and

WHEREAS, pursuant to section 421.05, *Florida Statutes*, the Mayor, with the approval of the City Commission, appoints members to serve on the Ormond Beach Housing Authority, and

WHEREAS, the Mayor desires to appoint Ninoska Morales to serve on the Ormond Beach Housing Authority, and

WHEREAS, the City Commission concurs with the appointment of said person to the Ormond Beach Housing Authority; now therefore,

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

SECTION ONE. Ninoska Morales is hereby appointed to serve as commissioner of the Ormond Beach Housing Authority for a four (4) year term ending October 5, 2026.

SECTION TWO. The said appointee shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

SECTION THREE. The said appointee shall serve in accordance with Resolution 80-135, Chapter 421, *Florida Statutes*, and all other applicable law.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
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: Steven Spraker, Planning Director

Date: October 5, 2022

Subject: Police and Fire Impact Fee Additional Work Authorization for Raftelis

Commission Goal: Community Development - Other

Introduction

This is a request for additional work to the original impact fee contract for Raftelis Financial Consultants, Inc. ("Raftelis") in the amount of \$31,555 to prepare police and fire impact fees based upon the feasibility analysis performed as part of the impact fee study update. The city currently does not assess police and fire impact fees.

Background

On January 19, 2021, the City issued a Request for Proposals (RFP) where proposals were solicited to update the city's impact fees and explore new impact fees. The company chosen with the highest score was Raftelis Financial Consultants with the proposal of \$99,445. Raftelis completed the "Municipal Impact Fee Study" that was presented as a discussion item to the City Commission on September 7, 2022. Raftelis concluded that the city can provide the necessary data to develop and support police and fire impact fees. The City Commission provided direction to proceed with the additional work to the original impact fee contract at the September 7, 2022 meeting.

Discussion

Impact fees are a key component of the city's capital infrastructure that is budgeted within the Capital Improvement Program. Capital projects are reflected in the Comprehensive Plan in the Capital Improvement Elements. Impact fees assist the city in maintaining adopted level of services as established in the Comprehensive Plan. Impact fees are assessed on new development to fund capital projects needed based on the additional demands from new development. Impact fees are not used for operating expenses or recurring maintenance.

The feasibility analysis contained in the "Municipal Impact Fee Study" concluded that the city can provide the data and analysis to establish a police and fire impact fee.

These fees are assessed by other Volusia County jurisdictions.

Budget Impact

Funding for the additional work to the original impact fee contract would come from general fund reserves in the amount of \$31,555. The assessment of police and fire impact fees can generate funds to assist in the payment of new capital facilities such as building expansions or new vehicles to provide new service areas.

Citizen Impact

There is an expectation that new construction should pay for the costs associated with its infrastructure impact. The additional work to the original impact fee contract would calculate police and fire impact fees based on the infrastructure impacts of new development.

Recommendation

It is recommended that the City Commission approve additional work to the original impact fee contract for Raftelis Financial Consultants, Inc. in the amount of \$31,555 to prepare police and fire impact fees based upon the feasibility analysis performed as part of the impact fee study update.

Attachments:

- 22-121 Police & Fire Impact Fees - Raftelis Agmt Amendment (P22-0140G) (PDF)
- Police and Fire Impact Fee Analysis Additional Services(PDF)
- Amendment to Raftelis Agreement (P22-0140G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/15/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-121

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., REGARDING PROFESSIONAL SERVICES TO CONDUCT AN IMPACT FEE STUDY UPDATE; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals (RFP No. 2021-08R) for professional services to conduct an Impact Fee Study Update (“the Study”) in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, by Resolution 2021-86 the City Commission accepted the proposal from Raftelis Financial Consultants, Inc., (“Raftelis”), and an agreement was executed on May 18, 2021, for the Study, and

WHEREAS, Task 3 to the Study provided that a review of any potential new impact fees would be performed and a recommendation would be provided. Raftelis conducted the review and a conclusion was made that there was sufficient data for the City to pursue the development and implementation of police and fire impact fees as part of the Study, and

WHEREAS, at the September 7, 2022, City Commission Meeting the City Commission provided direction for Raftelis to move forward with the development and implementation of police and fire impact fees, and

WHEREAS, an amendment to the existing agreement with Raftelis is needed for the development and implementation of police and fire impact fees to be conducted (“Raftelis amendment”), and

WHEREAS, the cost to be paid by the City associated with the Raftelis amendment is \$31,555, and

WHEREAS, funding in the amount of \$31,555 to be paid by the City for the Raftelis amendment has been appropriated to the credit of the General Fund (001) and has not been appropriated for any other purposes, and

WHEREAS, based on the foregoing the City's Professional Staff has recommended that the City Commission accept the Raftelis amendment and execute the amendment to agreement, including all documents that are necessary and incidental thereto, a copy of said agreement being attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The above recitals are incorporated herein as the legislative findings of the City Commission.

SECTION TWO. The City Commission hereby approves the amended agreement attached hereto regarding the development and implementation of police and fire impact fees.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute the amended agreement, including all documents that are necessary and incidental thereto, between the City and Raftelis Financial Consultants, Inc., for the development and implementation of police and fire impact fees and to pay the cost of \$31,555, from the General Fund (001).

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

August 12, 2022

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Subject: Impact Fee Update Additional Services – Police and Fire Impact Fee Analyses

Dear Mr. Spraker:

Raftelis Financial Consultants, Inc. (“Raftelis”) was retained by the City of Ormond Beach (the “City”) to complete a connection fee and impact fee update study (the “Study”) pursuant to RFP#2021-08R and based on the terms of a professional services agreement dated May 18, 2021. The terms of the agreement provided for the completion of specific tasks including an impact fee feasibility analysis for the City’s police and fire departments. Other tasks in the agreement included a review and update of the City’s existing water and wastewater connections fees, stormwater impact fees, parks and recreation impact fees, and transportation impact fees. Based on the results and recommendations of this feasibility analysis the City desires to pursue the development and implementation of these impact fees. At the City’s request we have prepared an agreement amendment (the “Amendment”) to provide these additional services as set forth herein.

A summary of the proposed additional activities for this amendment include:

- Follow-up data request and related data gathering and compilation activities in support of the development of the police and fire impact fee calculations and analyses
- Development of detailed cost analyses based on asset and capital data provided and reviewed during the feasibility analysis
- Analysis of calls for service data to develop residential and nonresidential allocation factors for each department
- Discussions with the project team and City Staff to explore and determine non-residential property categories for impact fee application
- Development of functional population coefficients for residential and nonresidential property categories to use in fee calculations and application
- Development of proposed residential and nonresidential police and fire impact fees
- Police and fire residential impact fee comparisons and select nonresidential impact fee comparisons with neighboring communities
- Assist in the review of draft ordinances prepared by the City Attorney for fee adoption and implementation
- Development of briefing document materials and report sections on fee analyses and recommendations
- Up to two (2) virtual meetings with City Staff to review and discuss proposed fee analysis and major assumptions (one meeting for the nonresidential property type discussion listed above and one meeting to review and discuss proposed fees with the City)
- Up to three (3) onsite meetings to present the results of the analysis to the City Commission.

With these additional services, the original budget is proposed to be revised as summarized below:

Original Budget	\$99,445
Additional Services Amendment	\$31,555
Revised Budget	\$131,000

A detailed listing of the hourly billing rates is shown in Attachment A and a detailed cost estimate for these additional services has been provided in Attachment B as a part of this Amendment.

We appreciate your consideration of the approval of this contract amendment. If this is acceptable, please indicate with the authorized signature at the bottom of this letter. We very much appreciate being able to serve the City on this important engagement. Please do not hesitate to contact me with any questions at 407-960-1811 or ahairston@raftelis.com.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Tony Hairston
Vice President

Approved by,

City of Ormond Beach Florida, Florida

Signature

Title

Date

ATTACHMENT A

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$260.00
Vice President	\$250.00
Senior Manager	\$215.00
Manager	\$195.00
Senior Consultant	\$165.00
Consultant	\$145.00
Associate	\$100.00
Administrative	\$ 80.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

COST ESTIMATE TO PREPARE POLICE AND FIRE IMPACT FEE CALCULATION ANALYSIS

Line No.	Activity	Vice President	Manager	Associate	Administrative	Totals
1	Project Billing Rates (\$/Hr.)	\$250.00	\$195.00	\$100.00	\$80.00	
2	Data Acquisition and Review	2.0	4.0	9.0	2.0	17
3	Cost Allocation and Application Factor Development	2.0	8.0	20.0	0.0	30
4	Design of Impact Fees	2.0	6.0	24.0	0.0	32
5	Fee Comparisons	0.0	2.0	8.0	0.0	10
6	Review of Impact Fee Ordinance	8.0	16.0	4.0	0.0	28
7	Council Presentation Document Preparation	2.0	4.0	8.0	3.0	17
8	Report Sections Preparation	2.0	4.0	8.0	8.0	22
9	Virtual Meeting Allowance (Recognition of 2 Virtual Meetings)	2.0	2.0	2.0	0.0	6
10	Onsite Meetings / Presentations x 3	12.0	12.0	0.0	0.0	24
11	Project Management	4.0	8.0	0.0	2.5	15
12	Total Project Hours	36.0	66.0	83.0	15.5	200.5
13	Total Direct Labor Cost	\$ 9,000	\$ 12,870	\$ 8,300	\$ 1,240	\$ 31,410
14	Average Hourly Billing Rate					\$ 156.66
<u>Allowance for Other Direct Costs</u>						
15	Miscellaneous Expense Allowance (Copies, Delivery Charges, Travel, etc.) and Rounding					\$145.00
16	Total Allowance for Direct Costs					\$ 145.00
17	Total Estimated Project Cost					\$ 31,555

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO THE AGREEMENT is made and entered into by and between the **City of Ormond Beach, Florida** (hereinafter referred to as "City"), and **Raftelis Financial Consultants, Inc.**, (hereinafter referred to as "Raftelis") for the purposes stated herein, as follows:

WHEREAS, the City and Raftelis are parties to an Agreement dated May 18, 2021, and

WHEREAS, the City and Raftelis desire to amend the subject Agreement for the limited purpose of amending the scope of services to include the development and implementation of police and fire impact fees, and

WHEREAS, the City and Raftelis desire to amend the subject Agreement term to add an extension of 365 days from notice to proceed to allow for the services to be completed, now therefore,

The Agreement between the City and Raftelis is hereby amended to include the provisions set forth in the exhibit attached hereto and incorporated by reference herein, and the promises and covenants herein contained shall survive the life of this Agreement.

All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by the undersigned officials as of the date listed below.

DATED: _____, 2022.

CITY OF ORMOND BEACH, FLORIDA

BY: _____

Bill Partington, Mayor

ATTEST: _____

Joyce A. Shanahan, City Manager

DATED: _____, 2022.

Raftelis Financial Consultants, Inc.

BY: _____

Name: _____

Title: _____

ATTEST: _____

Name: _____

Title: _____

August 12, 2022

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Subject: Impact Fee Update Additional Services – Police and Fire Impact Fee Analyses

Dear Mr. Spraker:

Raftelis Financial Consultants, Inc. (“Raftelis”) was retained by the City of Ormond Beach (the “City”) to complete a connection fee and impact fee update study (the “Study”) pursuant to RFP#2021-08R and based on the terms of a professional services agreement dated May 18, 2021. The terms of the agreement provided for the completion of specific tasks including an impact fee feasibility analysis for the City’s police and fire departments. Other tasks in the agreement included a review and update of the City’s existing water and wastewater connections fees, stormwater impact fees, parks and recreation impact fees, and transportation impact fees. Based on the results and recommendations of this feasibility analysis the City desires to pursue the development and implementation of these impact fees. At the City’s request we have prepared an agreement amendment (the “Amendment”) to provide these additional services as set forth herein.

A summary of the proposed additional activities for this amendment include:

- Follow-up data request and related data gathering and compilation activities in support of the development of the police and fire impact fee calculations and analyses
- Development of detailed cost analyses based on asset and capital data provided and reviewed during the feasibility analysis
- Analysis of calls for service data to develop residential and nonresidential allocation factors for each department
- Discussions with the project team and City Staff to explore and determine non-residential property categories for impact fee application
- Development of functional population coefficients for residential and nonresidential property categories to use in fee calculations and application
- Development of proposed residential and nonresidential police and fire impact fees
- Police and fire residential impact fee comparisons and select nonresidential impact fee comparisons with neighboring communities
- Assist in the review of draft ordinances prepared by the City Attorney for fee adoption and implementation
- Development of briefing document materials and report sections on fee analyses and recommendations
- Up to two (2) virtual meetings with City Staff to review and discuss proposed fee analysis and major assumptions (one meeting for the nonresidential property type discussion listed above and one meeting to review and discuss proposed fees with the City)
- Up to three (3) onsite meetings to present the results of the analysis to the City Commission.

With these additional services, the original budget is proposed to be revised as summarized below:

Original Budget	\$99,445
Additional Services Amendment	\$31,555
Revised Budget	\$131,000

A detailed listing of the hourly billing rates is shown in Attachment A and a detailed cost estimate for these additional services has been provided in Attachment B as a part of this Amendment.

We appreciate your consideration of the approval of this contract amendment. If this is acceptable, please indicate with the authorized signature at the bottom of this letter. We very much appreciate being able to serve the City on this important engagement. Please do not hesitate to contact me with any questions at 407-960-1811 or ahairston@raftelis.com.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Tony Hairston
Vice President

Approved by,

City of Ormond Beach Florida, Florida

Signature

Title

Date

ATTACHMENT A

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$260.00
Vice President	\$250.00
Senior Manager	\$215.00
Manager	\$195.00
Senior Consultant	\$165.00
Consultant	\$145.00
Associate	\$100.00
Administrative	\$ 80.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

COST ESTIMATE TO PREPARE POLICE AND FIRE IMPACT FEE CALCULATION ANALYSIS

Line No.	Activity	Vice President	Manager	Associate	Administrative	Totals
1	Project Billing Rates (\$/Hr.)	\$250.00	\$195.00	\$100.00	\$80.00	
2	Data Acquisition and Review	2.0	4.0	9.0	2.0	17
3	Cost Allocation and Application Factor Development	2.0	8.0	20.0	0.0	30
4	Design of Impact Fees	2.0	6.0	24.0	0.0	32
5	Fee Comparisons	0.0	2.0	8.0	0.0	10
6	Review of Impact Fee Ordinance	8.0	16.0	4.0	0.0	28
7	Council Presentation Document Preparation	2.0	4.0	8.0	3.0	17
8	Report Sections Preparation	2.0	4.0	8.0	8.0	22
9	Virtual Meeting Allowance (Recognition of 2 Virtual Meetings)	2.0	2.0	2.0	0.0	6
10	Onsite Meetings / Presentations x 3	12.0	12.0	0.0	0.0	24
11	Project Management	4.0	8.0	0.0	2.5	15
12	Total Project Hours	36.0	66.0	83.0	15.5	200.5
13	Total Direct Labor Cost	\$ 9,000	\$ 12,870	\$ 8,300	\$ 1,240	\$ 31,410
14	Average Hourly Billing Rate					\$ 156.66
<u>Allowance for Other Direct Costs</u>						
15	Miscellaneous Expense Allowance (Copies, Delivery Charges, Travel, etc.) and Rounding					\$145.00
16	Total Allowance for Direct Costs					\$ 145.00
17	Total Estimated Project Cost					\$ 31,555



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 Preis, Utility Manager

Date: October 5, 2022

Subject: Price Adjustment for Sodium Bisulfite

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for a price adjustment for sodium bisulfite from Odyssey Manufacturing Co., associated with our existing agreement for chemicals used in water disinfection at the City's Water Treatment Plant (WTP) and Water Reclamation Facility (WRF). Sodium bisulfate is a critical chemical for providing disinfected drinking water and reclaimed water to the City.

Background

The City's Water and Wastewater Utilities Division is required to prepare bid specifications and contract conditions for chemicals delivered and utilized annually at the City's water and wastewater treatment facilities. Staff prepared the bid documents for advertisement of the City's unique procurement conditions, chemical specifications, and insurance provisions for the types and quantities of products necessary for compliant plant operations. The bid documents specify a one (1) year agreement with an automatic renewal provision for two (2) additional years. Thus, the maximum term of this agreement is three (3) years. Prior to advertisement, specifications utilized for competitive bidding for the project were presented to the City Commission on August 4, 2021.

Sodium bisulfite bid documents were advertised on August 9, 2021 and bids were subsequently received on September 8, 2021. There were four (4) bids received from interested vendors for this product.

Discussion

Our water reclamation utilizes free chlorine for disinfection of the process stream, following the disinfection process, the use of sodium bisulfite is required by permit to reduce chlorine levels of effluent water discharged to surface water. Dosing rate of

sodium bisulfite is dependent on residual chlorine levels, this chemical is relatively stable under normal conditions and is not expected to degrade prior to use. The City received and opened bids for this chemical on September 8, 2021. Four (4) bids were received ranging from \$1.74 to \$2.24 per gallon. Staff identified the lowest responsive bidder meeting the requirements of the bid specifications as Odyssey Manufacturing Company at \$1.98 per gallon. Sodium bisulfite is estimated to utilize \$29,700 of the approximately \$220,000 allocated for the water reclamation facility chemicals for Fiscal Year 2021-2022.

On August 22, 2022, staff received a letter from Odyssey stating that due to global events they had to raise the price of sodium bisulfite by \$.50 per gallon. This price increase will raise the price per gallon from \$1.98 to \$2.48. Based on this information, staff requested quotes for sodium bisulfite on DemandStar. There were only 2 respondents to the quote request; the low quote was once again Odyssey at \$2.48 per gallon.

Budget Impact

Funding for procurement of sodium bisulfite is contained within the Fund 401-Water and Wastewater Operating Fund.

Citizen Impact

Regulatory standards require certain chemicals be utilized to perform and enhance processes used for proper and reliable treatment of wastewater. The public advertisement and eventual award of services to the most responsive bidder ensures vendors supplying essential products meet the City's qualifications standards, and pricing obtained is competitively based.

Recommendation

It is recommended that the Commission approve the price increase for sodium bisulfite to Odyssey Manufacturing Company.

Attachments:

- 22-122 Odyssey price adj-sodium bisulfite (P22-0144G)(PDF)
- Sodium bisulfite (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/21/2022



Claire Whitley, Assistant City Manager 9/22/2022

APPROVED BY:



Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-122

A RESOLUTION AUTHORIZING A COST INCREASE TO ODYSSEY MANUFACTURING CO. REGARDING THE PROVISION OF SODIUM BISULFITE UNDER ITB 2021-24; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on October 19, 2021 by Resolution 2021-170, the City awarded a bid for sodium bisulfite to Odyssey Manufacturing Company under Bid No.2021-24 at a cost of \$1.98/gallon, and

WHEREAS, the bid allows the vendor to request a cost increase subject to changes in chemical costs, and the request by Odyssey cites an increase due to increasing delivery costs and the cost of raw materials needed to manufacture sodium bisulfite as evidenced by the Producer Price Index, and

WHEREAS, said increase, from \$1.98/gallon to \$2.48/gallon will become effective on October 1, 2022, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and 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 cost increase for the provision of sodium bisulfite by Odyssey Manufacturing Co. from \$1.98/gallon to \$2.48/gallon. Said increase to become effective on October 1, 2022.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk



August 22, 2022

Mr. Rob Hart
Purchasing Coordinator
City of Ormond Beach
301 Jefferson Street
Ormond Beach, FL 32174

Re: **SODIUM BISULFITE SUPPLY FOR FY 2023 (BID NO. 2021-24)**

Encl: (1) Southern Ionics letter from J. Huber to P. Allman dated April 4, 2022
(2) Producer Price Index – PCU325180325180S
(3) J. Huber e-mail dated May 24, 2022

Dear Rob,

As you know, Odyssey Manufacturing Co. is supplying the City of Tampa its 38% by weight sodium bisulfite. The contract expires on September 30, 2022 and has two one-year renewals. World events have conspired in the past year such that we are in a period of unprecedented inflation and uncertainty with regard to supplies of every product and in particular chemicals. Based on the cost increase we have received in May from our supplier (see Enclosures (1)), the overall Producer Price Index (PPI) costs we are seeing in the industry (see Enclosure (2)), the significant increases in delivery costs (our diesel costs have almost doubled over the past year) and the final cost increase on October 1 (see Enclosure (3)), we are requesting a price increase on the sodium bisulfite contract of \$.50 per gallon effective October 1, 2022 on all amounts of bisulfite that we would deliver under this contract for the upcoming renewal year. This would raise the pricing from \$1.98 to \$2.48 per gallon or an increase of 25.3% which is well under the PPI increase.

The contract allows for renewal price increases but caps the amount at 4% per year. This can be waived by both parties for this renewal and Odyssey agrees to waive this clause for the FY 2023 renewal. In the event that the City of Ormond Beach decides not to renew at this higher pricing, Odyssey will be happy to bid at current market pricing. The last sodium bisulfite bid in Florida was earlier this year in Manatee County where the winning bid was \$2.60 per gallon.

As you know, there are no sodium bisulfite manufacturing facilities in Florida. Odyssey Manufacturing Co. is the exclusive Florida distributor of Southern Ionics who is the largest sodium bisulfite manufacturer in North America with over 70% of the market. We have a rail terminal and five storage tanks in Tampa only two hours away from your facility. Unlike other suppliers, we use our own employees and equipment to make deliveries. Thus, we have a much higher level of reliability and backing than other suppliers. As stated previously, our delivery costs have doubled in the past year from diesel fuel costs (our tankers get five miles per gallon), labor rates for drivers (we have had four wage increases in the past year to combat the CDL shortage) and equipment costs (tanker and tractor costs are up 30%). The fuel and energy cost increases are directly attributable to the war in Ukraine which was not something we could have predicted.

Thank you for your consideration. As you know, we have provided the City of Ormond Beach superior service over the past twenty-two years providing the best chemicals in the marketplace and never missing a delivery. Additionally, we have provided extensive technical expertise with regard to your chemical systems at no charge.

Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Thanks again for your business and continued support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Allman', with a long horizontal flourish extending to the right.

Patrick H. Allman
General Manager



SII

April 4, 2022

Mr. Pat Allman
Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Mr. Allman:

Sodium Bisulfite Solution, 40% (SBS) pricing as you know has been stable for the past several years until last summer when Southern Ionics Inc. experienced large increases in costs.

As a result, the continued increases in alkali, sulfur, diesel, and manufacturing costs, Southern Ionics must raise your price for SBS delivered in rail quantities to your site in Tampa, FL by \$0.0272 per wet pound (~\$0.30/gallon) effective May 1, 2022. I have attached specific data from indexes for commodities and actual cost increases used in SBS production.

We hope further price increases will moderate but suggest you continue to be prepared for further price volatility.

Southern Ionics terms and conditions apply.

We appreciate the business you have placed with us. If there are any questions, please let me know.

Regards,

John D. Huber

John D. Huber
Southern Ionics Inc.
Business Manager, Sulfur Chemicals



P.O. Drawer 1217 - 579 Commerce Street - West Point, MS 39773 - 662/494-3055 - Fax 662/495-2590 - www.southernionics.com

References**MOLTEN SULFUR**

June	2021 Green Market Tampa, FL	\$192.00 US\$/LT
April	2022 Green Market Tampa, FL	\$481.00 US\$/LT

Increase \$289.00 US\$/LT

CAUSTIC SODA

June	2021	IHS Contract Liq. Index (USGC-CSLi)	\$785.00 US\$/DST
March	2022	IHS Contract Liq. Index (USGC-CSLi)	\$995.00 US\$/DST

Increase \$210.00 US\$/DST

DIESEL

June	2021 DOE US Average Diesel Fuel	\$3.28 gallon
March	2022 DOE US Average Diesel Fuel	\$5.10 gallon

Increase \$1.82 gallon

Manufacturing Costs Increase \$10.50 per ton





U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Data Tools > Data Retrieval Tools > Multi-Screen

Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼

☐ include graphs ☐ include annual averages

[More Formatting Options](#) ➡

Data extracted on: May 5, 2022 (7:44:05 PM)

PPI Industry Data

Series Id: PCU325180325180S

Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted

Industry: Other basic inorganic chemical manufacturing

Product: Secondary products

Base Date: 201012

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.8	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.1	154.1	154.1	158.3	176.4	176.4	181.197	183.702	183.717	181.729	186.468	189.374(P)
2022	187.089(P)	191.865(P)	198.007(P)									

P: Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

$$\text{Past 24 months: } \frac{198.007 - 109.4}{109.4} = 81\%$$

$$\text{Past 12 months: } \frac{198.007 - 154.1}{154.1} = 28.5\%$$

Patrick Allman

From: John Huber <jhuber@southernionics.com>
Sent: Wednesday, May 25, 2022 9:38 AM
To: Patrick Allman
Cc: John Huber
Subject: Southern Ionics SBS Pricing Forecast

Pat

Following up on our recent conversation. The lack of visibility for raw materials pricing makes it difficult predicting the exact increases, but forecasts call for increases in both sulfur and alkali, the two major components of sodium bisulfite solution (SBS). Also, diesel continues to rise to historical levels with little sign of any relief. Manufacturing costs continue to be impacted by raising input costs.

I understand you need direction for your renewals of municipal business. My best forecast at this time would be an increase between \$0.015 to \$0.03 per wet pound tentatively October 1st, 2022.

I apologize for not being any more specific currently. We are working extremely hard to keep costs contained but raw materials and diesel are beyond our control.

We appreciate the business you have placed with Southern Ionics and look forward to continuing our relationship.

John D. Huber
Southern Ionics Inc.
Business Manager, Sulfur Chemicals
706 399-3473



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 Preis, Utility Manager

Date: October 5, 2022

Subject: Sole Source Procurement of Pretreatment Effluent Pumping (PEP) System Equipment Provided by Alpha Ge

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for City Commission authorization of a sole source procurement of Pretreatment Effluent Pumping (PEP) system equipment provided by Alpha General Services, LLC. (AGS), as purchases are expected to exceed staff-authorized procurement thresholds of \$25,000 from this single vendor for the current fiscal period.

Background

The City is responsible for maintaining over 1,600 existing fiberglass PEP tank systems and components configured with AGS products in the City's low-pressure sanitary sewer service areas; to include Breakaway Trails, Hunter's Ridge, Tymber Crossings, Indian Springs, and Saddlers Run. The AGS PEP system products were in use when the City acquired the Breakaway Trails utility system. This product remains the current standard configuration for typical PEP system applications.

PEP system tanks and components manufactured by AGS are necessary as repair requests are scheduled for existing customers, or requests for new service installations from home builders are received in the City's low-pressure sanitary sewer service areas. Repairs and installation of the PEP systems are scheduled and performed by the Utilities Division's wastewater collection system crews, to support the reliability of the City's low-pressure sanitary sewer collection system.

Discussion

The low pressure sewer system (PEP Tank system) located in Breakaway Trails and Hunters Ridge is one that requires high levels of maintenance and repair. The components that keep them operable work under high stress conditions. This item provides for the purchase of replacement components, most notably replacement PEP

tanks and pumps. The average service life of a PEP tank is roughly 15 - 20 years, pumps typically average a service life of approximately 5 years. The materials purchased under this contract are replaced by the highly capable wastewater collection crews who, on average, replace one to two PEP tanks per month, and roughly four pumps per week. A copy of Alpha General's pricing sheet is attached that shows the cost of replacement tank assemblies (\$4,011), replacement pumps (\$340), as well as the price for individual components that may be required to maintain residential service units.

To ensure appropriate service levels and reliability standards for the City's sanitary collection system, the City notified all vendors of its intent to procure Alpha PEP system tanks and components from Alpha General Services, Incorporated, on DemandStar, a platform for advertising all governmental bids and requests for services. The notification was published for a seven-day period during the month of September 2022. Subsequently, no objections from industries or manufacturers were received regarding the notice of intent for the sole source purchase of Alpha PEP system components from Alpha General Services, LLC.

Alpha General Services, LLC. has continuously met the City's low-pressure sewer collection system needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the fiberglass tank products utilized throughout our utility system. The proposed pricing for the Fiscal Year (FY) 2022-2023 for tanks and itemized components is included.

Budget Impact

Funding in the amount of \$180,000 for purchase of PEP system tanks and components is included in the FY 2022-2023 Fund 409-Water and Wastewater Renewal and Replacement.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services for standardized equipment promotes efficiency, system reliability, and effective critical equipment response activities for the public good.

Recommendation

Staff recommends approval for the sole source procurement of standardized PEP system products provided by Alpha General Services, LLC for the FY 2022-2023 time period.

Attachments:

- 22-123 PEP equip - Alpha General (P22-0135G)(PDF)

- Sole Source Justification Alpha 2022 (PDF)
- LETTERHEAD-CITY OF ORMOND 22-23 SOLE SOURCE (DOCX)
- 13Pricing for Ormond Beach 08-15-22 (DOCX)

REVIEWED BY:


Kelly McGuire, Finance Director 9/21/2022


Claire Whitley, Assistant City Manager 9/22/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-123

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 1600 fiberglass pretreatment effluent pumping (PEP) tanks and systems that exist within the City which have been in place for the past 30 years, and

WHEREAS, Alpha General Services, LLC manufactures the only parts that are compatible with the City's existing PEP tanks, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various replacement and repair parts from Alpha General Services, LLC on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$180,000.00 for FY 2022-2023, and

WHEREAS, the City Manager has certified that the money for the payment of the parts has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of various replacement and repair parts for the City's PEP tanks from Alpha General Services,

LLC on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$180,000.00 for FY 2022-2023, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: August 23, 2022Vendor: Alpha General ServicesCost: \$180,000Requested by: Doug Chisholm, WW Coll/Reuse SupervisorDepartment: Public Works

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: This is for the purchase of new system and replacement components to support new installations, scheduled rehabilitation, and unscheduled repair of Pretreatment Effluent Pumping (PEP) tanks and systems used extensively for residential sewer collection for the West Ormond areas of Breakaway Trails, Hunter's Ridge, Tymber Crossing, and Saddler's Run. These specialized parts are compatible with existing 1050-gallon PEP tank systems currently in operation. The PEP system tanks and tank components are comprised of fiberglass having specific opening sizes and clearances for manways, pump chamber inserts, risers, and lids. Additional equipment includes the simplex control panel, high-water alarm float, and an electrical junction box.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Alpha General PEP tank systems were installed in the West Ormond area by its original developer prior to the City acquiring operation and maintenance responsibility for the system. Over the past decades, these systems have been installed to maintain a relative compatibility of component spare parts and operator familiarity with system installation and repair. The PEP systems, in conjunction with the City's low-pressure sewer force main system, serves the primary sanitary sewer collection system needs for the residential areas described above. The Alpha General Services, LLC. tanks and accessories are compatible with existing 1,600-plus PEP system units and controls currently operating in the area.

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): PEP system tanks and components from Alpha General Services, LLC. have been used in West Ormond for over three (3) decades. Other PEP systems and configurations are available; however, compatible repair and replacement parts from Alpha General Services, LLC. are required to support the specific manufacturer accessory tolerances and configurations. Although other PEP system manufacturers are evaluated and considered for use from time to time, staff must appropriately and efficiently maintain the 1,600 existing systems in the collection system at present.

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.

Robert C. Preis Jr., Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



Alpha General Services, Inc.
1578 Alpha Road East
P. O. Box 3331
Sebring, FL 33871-3331
(863) 382-1544
Fax (863) 382-0567

August 2, 2022

City of Ormond Beach
501 North Orchard Street
Ormond Beach, FL 32174

Re: Alpha General PEP Tanks

Alpha General Services, LLC is the only company that manufactures the Alpha fiberglass 1050 gallon PEP tank and the Alpha 16" pump chamber.

Thank You,

Sherri LaPadula
Alpha General Services



City of Ormond Beach
501 North Orchard Street
Ormond Beach, FL 32174

August 15, 2022

The following is the current pricing for the Ormond Beach package and individual items:

1050 GALLON PEP TANK (TRAFFIC RATED) ASSEMBLED W/4" INLET, SIMPLEX CONTROL PANEL, HIGH WATER ALARM FLOAT, 16" PUMP CHAMBER INSERT, TWO MANWAY LIDS, ELECTRICAL JUNCTION BOX. REQUIRED ADAPT A FLEXES.

\$ 4,011.00 each

ITEMIZED REPLACEMENT / REPAIR PARTS

1050 GALLON PEP TANK (INCL 2 LIDS)	\$ 3,064.00
30" MANWAY LID	92.00
16" PUMP CHAMBER	352.00
ELECTRICAL JUNCTION BOX	58.00
1 ½" ADAPT-A-FLEX	11.00
4" ADAPT-A-FLEX	13.00
INLET TEE	37.00
SIMPLEX CONTROL PANEL(CP1000-O)	426.00
PB120A(PIEZO WARBLER HORN)	12.00
HIGH LEVEL ALARM FLOAT(M30NO)	50.00
6" TOWER EXTENSION (OLD STYLE)	95.00
12" TOWER EXTENSION (OLD STYLE)	146.00
18" TOWER EXTENSION (OLD STYLE)	180.00
24" TOWER EXTENSION (OLD STYLE)	224.00
6" TOWER EXTENSION (NEW STYLE FLANGED)	190.00
12" TOWER EXTENSION (NEW STYLE FLANGED)	292.00
18" TOWER EXTENSION (NEW STYLE FLANGED)	360.00
24" TOWER EXTENSION (NEW STYLE FLANGED)	448.00
CPEH5A-12	340.00

Thank You

Sherri LaPadula

P.O. BOX 3331 – SEBRING, FLORIDA 33871-3331
(863) 382-1544 – Fax (863) 382-0567
www.alphageneral.com – richard@alphageneral.com



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: Alex Schumann, City Engineer

Date: October 5, 2022

Subject: 2022 Roadway Resurfacing - Bid Award

Commission Goal: Transportation - Other

Introduction

This is a request for award of a bid for the construction of the 2022 Roadway Resurfacing Project, Bid Number 2022-24.

Background

The 2022 Road Resurfacing project is a scheduled Capital Improvement Project. The work will include approximately 3.75 miles of asphalt road resurfacing on various streets throughout the City. The work will include the replacement of curb, gutter, and sidewalk where deemed necessary. A set of plans and street location maps are attached as exhibits to this memo. The project contract documents have been prepared by the City's Engineering Division. This project was bid with some of the work as an additive alternate as prices for asphalt have been rising steadily. However, as including the alternate will exceed the budget for this project, only the base bid will be recommended. A disposition item for advertisement of competitive bidding for the project was presented to the City Commission on July 19, 2022.

Discussion

On August 23, 2022, bids for the project were opened, and the base bids ranged from a low of \$662,964.05 and a high of \$875,945. As the total bids including the alternate were over the budget allotted for this project, only the base bid is included in the recommendation. The low bidder was Masci General Contractor, Inc., of Port Orange, Florida. The bid tabulation has been included for reference. Masci General Contractor, Inc., has successfully completed similar projects for the City and is recommended by staff for this project.

Budget Impact

Funding in the amount of \$750,000 was included in the Fiscal Year 2021-2022 budget of the 308-Transportation Improvement Fund for the project. Since this project was budgeted last fiscal year, a future budget amendment will be needed to carry forward funding.

Citizen Impact

Residents will experience minor, temporary traffic delays and access inconveniences associated with the construction activities of this project. One to two streets are typically milled within a day and new asphalt is paved typically within two to three days after milling. The process of removing and replacing curb and gutter will usually take approximately three to five weeks. Work will be performed between 7:00 a.m. to 7:00 p.m., Monday through Friday. Road resurfacing is an important pavement maintenance activity which prolongs the service life of city roads and defers costly reconstruction of roadways.

Recommendation

Staff recommends award of the base bid for the 2022 Roadway Resurfacing Project, Bid Number 2022-24, to Masci General Contractor, Inc., at the contract amount of \$662,964.05.

Attachments:

- 22-124 Roadway Resurfacing-Masci (P22-0141G) (PDF)
- Masci GC Bid (PDF)
- Segment List (PDF)
- Resized Drawings (PDF)
- BID 2022-24 signed tabulation (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/12/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-124

A RESOLUTION ACCEPTING A BID FROM MASCI GENERAL CONTRACTOR, INC. FOR CONSTRUCTION SERVICES REGARDING THE ROADWAY RESURFACING 2022 PROJECT, UNDER BID NO. 2022-24; 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. 2022-24) for construction services regarding the roadway resurfacing 2022 project (“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 Masci General Contractor, Inc. with a base bid in the amount of \$662,964.05 plus an additive alternate in the amount of \$135,218.00, for a total bid amount of \$798,182.05 (a copy of which is attached hereto and incorporated herein by reference) is the lowest responsible and responsive bid, and

WHEREAS, Section 2-300(i), *Code of Ordinances*, provides that a bid may be accepted or rejected, in whole or in part, and

WHEREAS, the City's professional staff have determined that the additive alternate will be deleted from the underlying bids, and

WHEREAS, the City's professional staff recommend awarding the bid to Masci General Contractor, Inc. for the base bid only in the amount of \$662,964.05, and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Transportation Improvement Fund and will not be 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 bid submitted by Masci General Contractor, Inc. to perform the Project at a total cost not to exceed \$662,964.05 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Masci General Contractor, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Masci General Contractor, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Transportation Improvement Fund.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CGC1518864
CUCA56854
PE68418

CONTRACTORS NAME Masci General Contractor, Inc. LICENSE NO. _____

PROJECT IDENTIFICATION: **Roadway Resurfacing 2022**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2022-24

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:

<u>Date</u>	<u>Number</u>
<u>7/27/22</u>	<u>1</u>
<u>8/15/22</u>	<u>2</u>
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
ROADWAY RESURFACING 2022
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):

BID SCHEDULE

Item No.	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Asphalt Concrete Surface Course- S.P. 9.5	4030	Tons	\$ 107.85	\$ 434,635.50
2	Asphalt Concrete Leveling Course - S.P. 9.5	403	Tons	\$ 117.85	\$ 47,493.55
3	Mill Existing Surface	49100	SY	\$ 1.51	\$ 74,141.00
4	Adjust Manhole to Grade	42	EA	\$ 450.00	\$ 18,900.00
5	Adjust Valves to Grade	2	EA	\$ 150.00	\$ 300.00
6	Curb & Gutter	250	LF	\$ 42.4	\$ 10,600.00
7	Driveways	250	SY	\$ 51.2	\$ 12,800.00
8	Sidewalk	250	SY	\$ 49.3	\$ 12,325.00
9	Thermoplastic Striping & Reflective Markers	1	LS	\$ 35,769.00	\$ 35,769.00
10	Asphalt Millings	400	YD	\$ 40.00	\$ 16,000.00

TOTAL BASE BID \$ 662,964.05 (Figures)

Six Hundred Sixty Two Thousand Nine Hundred Sixty Four Dollars and Five Cents

(Words)

00300-2A-R

Additive Alternate					
1	Asphalt Concrete Surface Course- S.P. 9.5	940	Tons	\$ 107.85	\$ 101,379.00
2	Asphalt Concrete Leveling Course- S.P. 9.5	94	Tons	\$ 117.85	\$ 11,077.90
3	Mill Existing Surface	11200	SY	\$ 1.51	\$ 16,912.00
4	Adjust Manhole to Grade	13	EA	\$ 450.00	\$ 5,850.00

TOTAL ADDITIVE ALTERNATE \$ 135,218.00 (Figures)

One Hundred Thirty Five Thousand Two Hundred Eighteen Dollars

(Words)

00300-2B-R

BID (Cont'd.)
ROADWAY RESURFACING 2022
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 60 calendar days after the date when the Contract Time commences to run, and completed within 90 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) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
ROADWAY RESURFACING 2022
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: Masci General Contractor, Inc.

Street Address: 5752 S. Ridgewood Avenue

City, State, Zip Code: Port Orange, FL 32127

Email: leticiamasci@mascigc.com

Telephone No.: 386 322-4500

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 August 22nd, 20 22.

If BIDDER is:

An Individual

By _____
 (Individual's Name - Signature)

 (Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
ROADWAY RESURFACING 2022
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.)
ROADWAY RESURFACING 2022
ORMOND BEACH, FLORIDA

If BIDDER is:

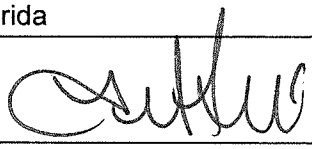
A Corporation

By Masci General Contractor, Inc.

(Corporation Name)

Florida

(State of Incorporation)

By 

(Name of Person Authorized to Sign - Signature)

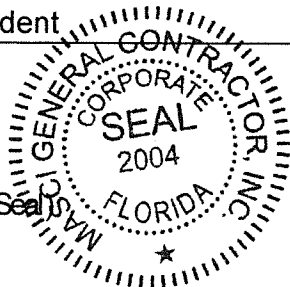
Leticia M. Ferreira

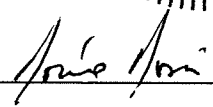
(Name of Person Authorized to Sign - Typed or Printed)

Vice President

(Title)

(Corporate Seal)



Attest 

Business address: 5752 S. Ridgewood Avenue, Port Orange, FL 32127

Phone No.: 386 322-4500

Fax No.: 386 322-4600

BID (Cont'd.)
ROADWAY RESURFACING 2022
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.)
ROADWAY RESURFACING 2022
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:

<u>Item</u>	<u>Supplier</u>
1,2	Masci General Contractor, Inc.
6,7	Maschmeyer
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: Striping

Name: Traffic Control Products

Address: 2683 Richmond Ave, Sanford, FL 32773

Phone Number: 407-521-6777

Fax Number: 407-521-6592

BID (Cont'd.)
ROADWAY RESURFACING 2022
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Surveying

Name: On Point Surveying

Address: P.O. Box 770931, Winter Garden, FL 34777

Phone Number: 407-989-8102 Fax Number: _____

Work Classification: MOT

Name: ACME

Address: 9800 Normandy Blvd, Jacksonville, FL 32221

Phone Number: 1-800-373-7704 Fax Number: _____

Work Classification: Milling

Name: Black Rock Milling

Address: 1401 W Swann Ave, Tampa, FL 33606

Phone Number: 813-251-6455 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
ROADWAY RESURFACING 2022
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

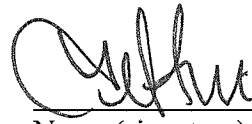
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

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:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>50</u>	<u>L.F.</u>	<u>\$5</u>	<u>\$250</u>
2. Sheeting/Shoring	<u> </u>	<u>S.F.</u>	<u> </u>	<u> </u>


8/23/22
 Name (signature) Date

Leticia M. Ferreira

Name (typed or printed)

Vice President

Title

BID (Cont'd.)
ROADWAY RESURFACING 2022
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.

 8/23/22

Name (signature)

Date

Leticia M. Ferreira

Name (typed or printed)

Vice President

Title

BID (Cont'd.)
ROADWAY RESURFACING 2022
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. Upon Award

Masci General Contractor, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Leticia M. Ferreira

NAME (PRINT OR TYPE)

Vice President

TITLE

8/22/22

DATE

BID (Cont'd.)
ROADWAY RESURFACING 2022
ORMOND BEACH, FLORIDA

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.

BID (Cont'd.)
ROADWAY RESURFACING 2022
ORMOND BEACH, FLORIDA

Not Applicable

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
ROADWAY RESURFACING 2022
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.

Masci General Contractor, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Leticia M. Ferreira

NAME (PRINT OR TYPE)

Vice President

TITLE

8/22/22

DATE

END OF BID

00300-15



Company ID Number: 1454791

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Masci General Contractor, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer	
Masci General Contractor, Inc.	
Name (Please Type or Print)	Title
Leticia M Ferreira	
Signature	Date
Electronically Signed	09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	09/30/2019



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Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Masci General Contractor, Inc.
Company Facility Address	5752 South Ridgewood Ave Port Orange, FL 32127
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	202045800
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Leticia M Ferreira
Phone Number	3863224500
Fax	3863224600
Email	leticiamasci@masciac.com



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This list represents the first 20 Program Administrators listed for this company.

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Masci General Contractor, Inc.

5752 S. Ridgewood Avenue, Port Orange, FL 32127

(hereinafter called Principal) and

Arch Insurance Company, Harborside 3, 210 Hudson St., #300, Jersey City, NJ 07311-1107

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Missouri

Hudson in New Jersey 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 Five Percent of Amount Bid-----

----- Dollars (\$-----5%-----) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Roadway Resurfacing 2022 (Bid No. 2022-24)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 23rd day of August, 2022.



Masci General Contractor, Inc.
(Principal)
By: [Signature]

ATTEST:

[Signature]
(SEAL)

Gloria A. Richards, Witness

Arch Insurance Company
(Surety)

By: [Signature]
Teresa L. Durham, Attorney-in-Fact
and Florida Licensed Resident Agent
Inquiries: 407-786-7770

**END OF SECTION
00410 - 1**

AIC 0000348206

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cheryl Foley, Emily Golecki, Gloria A. Richards, Jeffrey W. Reich, Kim E. Niv, Lisa Roseland, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich and Teresa L. Durham of Maitland, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of August, 2021.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



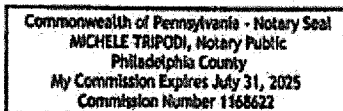
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 2, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd day of August, 2021

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI CORPORATION
5752 S RIDGEWOOD AVE
HARBOR OAKS FL 32127

LICENSE NUMBER: CUCA56854

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI GENERAL CONTRACTOR, INC.
5752 S RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: CGC1518864

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MASCI, LEONEL ANDRES

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: PE68418

EXPIRATION DATE: FEBRUARY 28, 2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2022

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 Brown and Brown 300 N Beach Street Daytona Beach FL 32114	CONTACT NAME: Denise Dabato PHONE (A/C, No, Ext): (386) 239-7281 FAX (A/C, No): (386) 323-9121 E-MAIL ADDRESS: Denise.DAbato@bbrown.com														
INSURED Masci General Contractor, Inc Masci Construction Inc 5752 S Ridgewood Ave Port Orange FL 32127	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Great American Insurance Company	16691	INSURER C : Indian Harbor Insurance Company	36940	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			1000025902221	08/08/2022	08/08/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			1000008503221	08/08/2022	08/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TUU 4055516 01	08/08/2022	08/08/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 Prods/C-ops \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	100 0004735	08/08/2022	08/08/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			ITA100065210922	08/08/2022	08/08/2023	LEASED/RENTED \$750,000 INSTALLATION \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
FOR INFORMATION

CERTIFICATE HOLDER**CANCELLATION**

MASCI GENERAL CONTRACTORS INC 5752 S. RIDGEWOOD AVENUE PORT ORANGE FL 32127	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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown and Brown		NAMED INSURED Masci General Contractor, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

PROFESSIONAL / POLLUTION LIABILITY:

POLICY NUMBER: PEC005962601

08/08/2022 – 08/08/2023

INSURER: INDIAN HARBOR INSURANCE COMPANY; NAIC: 36940

PROFESSIONAL LIABILITY: \$1M/\$2M

POLLUTION LIABILITY: \$2M/\$4M

WORKERS COMPENSATION (MASCİ CONSTRUCTION, INC)

POLICY NUMBER: 100 0004736

08/08/2022 - 08/08/2023:

INSURER: A

- E.L. EACH ACCIDENT \$1,000,000
- E.L. DISEASE - EA EMPLOYEE \$1,000,000
- E.L. DISEASE - POLICY LIMIT \$1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1) CG2010 1219 - ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (ADDITIONAL INSURED - ONGOING OPERATIONS)
- 2) CG2037 1219- ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (ADDITIONAL INSURED - COMPLETED OPERATIONS)
- 3) CG2034 1219 ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
- 4) CG2404 0509 - WAIVER OF TRANSFER OF RIGHTS OF RECOVER AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
- 5) PC115 0209 - PRIMARY AND NON-CONTRIBUTORY CONDITION (PRIMARY & NON-CONTRIBUTORY)
- 6) MANUSCRIPT - AMENDMENT 30 DAY NOTICE OF CANCELLATION (30 DNOC)

AUTO LIABILITY

- 1) SICA-1024 0620 - ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT
- 2) CA0444 1013 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
- 3) SICA 1037 0919 - PRIMARY AND NON-CONTRIBUTORY AMENDATORY ENDORSEMENT (PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY

- 1.) GAI6002 0697 - THE PROTECTOR COMMERCIAL UMBRELLA COVERAGE FORM (ADDITIONAL INSURED, WAIVER OF SUBROGATION)
- THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

INLAND MARINE

- 1) IM7902 0112 - LOSS PAYABLE SCHEDULE (LOSS PAYEE)

POLLUTION LIABILITY

- 1) EVPCPOCCP 0618 - (ADDITIONAL INSURED, PRIMARY NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

Year	Make/Model

2002	Mack RD688S
2006	Mack CV713
2002	International 2554 - Yellow
1998	Mack RD688S
2010	Mack GU713
2009	Mack GU713
2010	Mack GU713
2007	Mack CV713
	DO NOT USE THIS #13
2009	Mack GU713 - Black
2009	Mack GU713 - Orange
2009	Mack GU713 - Orange
2001	Mack CL713 - White
2001	International 2574 - White
2000	Mack RD690S - White
2010	Mack GU713 - Orange
2005	Mack CV713 - White
2004	Mack CV713 - White/Red
2007	Mack CTP713 - White
2007	Mack CTP713 - White
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2016	Mack CU713 - White
2010	Kenworth T800 - White
2015	Kenworth T800
2011	Mack GU713 - White/Red Body
2003	Freightliner 10 yd Dump Truck - White

2005	Mack CH613
2006	Mack CH613
2010	Mack CH613
2009	Mack GU713
2009	Mack GU713
2015	MACK - CXU613
2015	MACK - CXU613
2015	Peterbilt 389

2006	Freightliner M2-106
2015	Dodge Ram 5500
2009	GMC C-5500 (BLUE)
2016	Dodge Ram 4500
2004	Freightliner FL-70
2007	International 4300
2016	Isuzu NQR Service Truck - RED
2011	RAM 5500 SLT - White
2015	Freightliner M2-106

1992	Ford Water Truck F700
1995	International 4700
1999	International 4700
1981	White GMC (PINK) (WHITE ROAD EXPEDITOR)
2001	Isuzu COE Water Truck
2015	Freightliner m2 106 medium duty

2000	Int'l. Flatbed 4700
2010	Isuzu Flatbed NPR
1998	International 4900
1994	Ford F-700 Flat Bed
	Case 30Ton Off Road 330B
1970	Mack Dump
2018	Isuzu Flatbed NPR
2013	Isuzu Flatbed NPR

2008	Chevy Silverado 1500 - Black
2006	Chevy C-1500 - Blue
2007	Honda Pilot
2011	Toyota Tundra
2012	Toyota Tundra
2012	Toyota Tundra

2008	Dodge Ram 2500HD
2014	Chevy Silverado 1500
2018	Toyota Tundra 4x2 - White
2017	Toyota Tundra- White
2019	Toyota Tundra - White
2019	Toyota Tundra
2016	Nissan Titan XD

2019	Toyota Tundra
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2006	John Deere 310G
2010	Caterpillar 420E
2013	Caterpillar 420 FIT

2013	Caterpillar D5K
2009	John Deere 650J
2016	John Deere 700K
2013	Komatsu D65WX-17

1987	Komatsu PC 200
2006	Kobelco SK135SRLC
2006	Kobelco SK135SRLC
2006	Hyundai ROBEX360LC-7
2007	Komatsu PC50-MR2
2007	Hyundai ROBEX450LC-7A
2007	Hyundai ROBEX450LC-7A
2008	Hyundai ROBEX210LC-7A
2009	Hitachi ZX135HYD
2010	Komatsu PC308USLC-3
2010	Komatsu PC308MSLC
2012	Caterpillar 304ECR
2012	Caterpillar M318D
2008	Komatsu PC308USLC-8
2006	Komatsu PC50MR-2
2017	Kubota KX057-4R1A w/ Angle Blade
2017	Kubota KX040-4R1T w/ 6 way Blade
2019	Kubota KX057-4R1A Excavator
2017	Hyundai 220LC-9A Hydraulic Excavator
2011	Hyundia Robex 480LC-9 Track
2005	Kobelco SK250
2013	John Deere 350G LC Hydraulic
2019	John Deere 135G FT
2016	Komatsu PC490LC-11
2017	Komatsu PC360LC-11

2006	John Deere 444J
2006	John Deere 444J
2006	John Deere 544J
2006	John Deere 544J

2006	Hyundai HL757-7
2007	John Deere 544J
2008	Hyundai HL740-7A
2013	Caterpillar 924K
2012	John Deere 544K
2011	John Deere 544K
2017	John Deere 544KII
2016	Caterpillar 972M Wheel Loader
2017	Case 621F Rubber Tired
2017	Case 521F Rubber Tired
	Hyundai HL 970
	Takeichi TL8R2 Track Loader
2021	John Deere 544P
2021	John Deere 544K-II
2022	HYUNDAI HL940
2018	HYUNDAI HL960
2020	HYUNDAI HL960

2006	Lay Mor 6HC
2008	Lay Mor 8HC
2008	Lay Mor 8HC
2010	Lay Mor 8HC
2012	Kubota MX5100
2012	Kubota MX5100
2016	Lay Mor Sweepster SM300
2014	John Deere 5055E Broom Tractor
2008	Rosco 4820 Broom
2015	Rosco Sweep Pro 4930
2019	Kubota MX5200HST Tractor
2013	Lay Mor SM300
2013	Lay Mor 8HC
2013	Lay Mor 8HC
2018	FRHT M2 W/ JOHNSTON ES351
	Kubota L4760
2022	KUBOTA MX5400

1998	Bomag BW-142-D2
2000	Bomag BW-80-AD2
2004	Caterpillar CB-224E

2005	Bomag BW-120-AD4
2007	Ingersoll Rand SD70D
2007	Ingersoll Rand SD450-TF
2007	Bomag BW-211-D3
2008	Bomag BW-145-DH3
*	Leeboy 420
2011	Leeboy/Rosco 915
2008	Caterpillar CB-434D
2013	Caterpillar CB-534D
2010	Caterpillar CB-434D
1999	Dynapac CS141
	Ingram AS315
	Ingram
2014	Leeboy/Rosco 915
1984	Hyster C340B Tandem
1993	Hypac / Hyster C530A Roller
2012	Hamm HD140VO Asphalt Roller
2011	Rosco Trupac 915 Pneumatic Roller
2019	Caterpillar CB-13-01
2014	Sakai SW850II Asphalt Roller
2014	Sakai SW850II Asphalt Roller
2015	Hamm H7i
2019	Hamm HD12VV
	HYUNDAI HR30T-R
2012	HAMM HD 70
2014	VOLVO SD115 SMOOTH DRUM VIB

2013	Caterpillar 262
2011	Caterpillar 279C
2017	Case SV185
2016	Takeuchi TL8RW
2019	Caterpillar 246D Skid Steer
2017	Kubota SVL95-2 Rubber Tracked Skid Steer
2019	Caterpillar 246D
2020	John Deere 333G
2014	Cat 236D skid steer loader
2020	Takeuchi TL8R20-R
2022	Takeuchi TL8R-2
2021	John Deere 332G
2022	Takeuchi TL8R-2

1998	Roadtec SB2500 Shuttle Buggy
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2009	Roadtec Paver 190
2009	Leeboy Paver 8510
2015	Wirtgen W210i Milling Machine
2014	Hamm HD120VO
2014	Roadtec Paver 190E
	Blaw-Knox RW-100 Road Widener
2014	International Leeboy MAXIII
2017	Wirtgen W200i Milling Machine
2017	Vogele 2003-3i (6x4) Paver
2004	Roadtec SB2500C Shuttle Buggy
2019	Kenworth Tack Truck w/Etnyre Centennial Tank
2015	Caterpillar AP-1000F Asphalt Paver
2004	Roadtec SB2500C Shuttle Buggy
2014	CAT Weiler E1250A Shuttle Buggy
2019	Kenworth Tack Truck w/Etnyre Centennial
2015	Wirtgen W210i Milling Machine
2017	Vogele 2003-3i
2018	VOGELE SUPER 1300-3i
2017	VOGELE SUPER 2003-3i

	Leeboy Grader 685B
2013	Caterpillar 12M
2015	Case 865B
2019	SANY SMG200 14'

1995	Homemade
1998	Modular
1994	Wabash Flatbed Trailer
2006	Lark Storage Trailer
2006	Lark Storage Trailer
2007	Montone Dump
2001	Challenger Trailer / Low Boy RG-50
2007	Witzco Challenger / RN35
2009	VMA/Pace/Cargo
2009	EASD Red Tilt Trailer ET20-14
2012	Haulmark Utility
2013	Big T Black / Trailer
2013	Freedom Trailer
2013	Bendron/Titan Cargo
	Mobile 60x12 Office Trailer
	Mobile 32x8 Office Trailer
2013	Econoline Trailer
2015	Eager Beaver / Low Boy 50-60 Tn

2017	Neville Dump Trailer
2015	FVCG/Cargo Trailer
1997	Dorsey Dump Trailer (Aluminum)
2005	SSP - Dewatering Trailer
2003	ASPT Dewatering Trailer
2017	Anvil Trailer AT7X12TA2 (7x12)
2012	Homemade
2011	Leeboy Trailer
2017	COTC Trailer
2006	Big T Trailer
2018	Witzco Challenger Low Boy Trailer
2017	7x16 Diamond Cargo Trailer
2018	Black Sure-Trac 7 x 16 Trailer
2019	Anvil Trailer AT7X12TA2 (7x12)
2019	Covered TA Gold series white (7x12)
2019	Down to Earth DTE58G29 8' black
2019	Anderson Trailer 6x14
2019	Down to Earth DTE58G29 8' black
2020	Anderson Trailer
1984	Etnyre LWR/ tr6
2006	DETA
2021	PDQ UT6X12TA BLACK 12FT
2022	BIG TEX 16' BUMPER PULL
2022	BIG TEX 16' BUMPER PULL

1998	Multi Max Motar
2006	Gomaco GT3600 G21
2016	John Deere Mower Z540M-48A
1989	Caterpillar R80 Rough Terrain Forklift
2014	Terex I-110 Impact Crusher
2014	Terex-Finlay 684 Screener
2017	Buffalo Turbine EFI Cyclone KB5
2007	Genie Z80 Manlift
2014	Caterpillar Asphalt Compactor 44B
2019	Caterpillar Asphalt Compactor
2002	Caterpillar RM-250C
2008	Snorkel TB120 Boom Man Lift
	KING CUSHION TIRE FORKLIFT
2014	GENIE GS1930 19' ELECTRIC
All Pro Concrete Pulverizer Direct Connect	

2017	Garmin dezl 570 LMT
2017	Garmin dezl 570 LMT

2017	Garmin dezl 570 LMT
2017	Garmin dezl 570 LMT
2017	Garmin dezl 570 LMT
2017	Garmin dezl 570 LMT
2017	Garmin dezl 570 LMT
2017	Garmin dezl 570 LMT
2015	Garmin 465 LMT
2015	Garmin 465 LMT
Storage/Office Trailers	
	Storage Trailer
2010	William Scotsman 20x8 Container
	Modspace Unit 088490 8x20 Office
SHOP EQUIPMENT	
2001	Bobcat Electric Welder
	Lincoln Welder
	Lincoln Welder
	Miller Welder
	Miller Welder
	3" Track Pump
	Hatz 4" Pump
	Hatz 4" Pump
2006	Thompson Pump
1998	John Deere 6" 4045D
	Silent Knight 8" Pump
	John Deere 8" Pump
	Wellpoint 8" Pump
	Thompson Hydraulic Pump
	G Walker 3" Pump
2012	G Walker 3" Pump
2012	G Walker 3" Pump
2012	G Walker 3" Pump
	Sewer Pressure Tester
2014	Birmingham YCL
2015	Pressure Pro PP2E3027HC
2008	Tapmate 1544
2013	Ferguson Tapping Machine
1995	Sullivan Air Compressor
1995	Sullivan Air Compressor

	Ironhorse Air Compressor
2002	ITC Receiver PD4
	Toyota TripleMast LP F.Lift
2004	Yale Forklift
	Rigid Threading Machine
2012	RSE 15' Rolling Straight
1974	Gamefish Boat
	Sandblaster
2009	Honda EM500 Generator
	Ultra 2500 Generator
	Black Max Generator
	Tradewinds TP60ULT3
	Tradewinds TP60ULT3
	5000 Powermate Generator
	8000 Dayton Generator
	WEN 9000E
2010	Delta 17950L
2012	Weber SRV620
2012	Weber SRV620
2014	Weber SRV620
2014	Weber SRV620
2017	Weber SRV620
2010	Wacker BS60-4S
	Cushion Cut R-20
2011	Weber CR3
1996	Pierce Arrow
	Road Plates
2014	Magnum MLT3060
2014	Magnum MLT3060
2014	Magnum MLT3060
2011	Magnum MLT3060
2012	Magnum MLT3060
1990	Flashing Arrow
	Wen 5500
	Wen 5500
2005	Thompson 10" Pump
2014	Magnum MLT3060
2014	Magnum MLT3060
2015	Magnum MLT3060
2015	Magnum MLT3060
2019	Welder Generator Gas Engine Drive Bobcat 250 Multi-Process
	Terex RL4 Light Tower
2014	Boss Towable Light Tower

2006	Ingersoll Rand Towable Air Compressor
2020	Compactor BPU 3050A
2022	Compactor BPU 3050A
2022	Compactor BPU 3050A
	CAT AIR COMPRESSOR/PORTABLE
<u>Contents of Crew Boxes</u>	
Jumping Jacks	
	Weber
	Weber
	Weber
	Weber
	Wacker
	Wacker
	Weber
	Wacker BS60-4S
	Wacker
	Weber
2020	Weber
2020	Weber
Plate Tamps	
	Bomag BVT 45/55
	Wacker
	Wacker
	Wacker
	Weber
	Wacker
	Sakai PF150
	Wacker
	Wacker
	Wacker
	Wacker
	Wacker
	Sakai PF150
	Sakai PF150
	Wacker
Generators	
	Centurion

	Rigid
	Magnum
	Champion
	Honda EG500
	Husky
	Husky
	TroyBuilt
	Husky
2013	TroyBuilt
	Northstar
Chain Saws	
	Stihl 310
	Echo
	Stihl MS250
	Stihl 310
	Stihl 310
	Stihl MS290
	Stihl MS250
	Stihl MS250
	Stihl MS250
	Echo
	Stihl
	Stihl
Cut Off Saws	
	Stihl TS420
	Stihl 460
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Skill
	Stihl 420
	Stihl TS500i
	Stihl 420
	Stihl 420
	Stihl TS500i
	Stihl 420
	Stihl 420
	Rigid C51049
	Stihl 420
	Stihl 420
	Stihl 420

	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
	Stihl 420
2020	Stihl TS 420
2020	Stihl TS 420
Drills	
	Hitachi
	Dewalt
	Bosch
	BoschHD19-2
	Milwaukee
	Dewalt
	Dewalt
	Bosch HD19-2
Roto Hammer	
	Hitachi DH38YE
	Hitachi DH38YE
	Hitachi DH38YE
	Makita
	Hitachi DH38YE
	Makita
	Allied Hydraulic Hammer
Lasers & Accessories	
	Topcon PP14B
	CST/Berger Level
	David White LT800LTU
	CST/Berger Tripod
	Beam Aligner 4700
	Topcon ATB4 Scope
	CST/Berger PL20 Laser
	Tripod

	Topcon ATB4 Scope
	CST/Berger Tripod
	Topcon TPL-L4 Laser
	David White LT800LTU
	CST/Berger Level
	ADC Tripod
	Northwest Level
	CST/Berger Tripod
	Tripod
	Topcon ATB4 Scope
	Topcon L4B Laser
	Spectra LL100 Laser
	CST/Berger 54-135W Scope
	CST/Berger Laser
	David White LT800LTU
	CST/Berger Scope
	Tripod
	Tripod
	CST/Berger PL20 Laser
	CST/Berger PL20 Laser
2009	CST/Berger PL20 Laser
	Berger CX49DWPL20
2017	David White LT8-300LTU
2017	David White LT8-300LTU
Misc. Pumps	
	3" Water Pump
	Water Pump
	Cable Water Pump
	Water Pump
	Water Pump
	Cable Water Pump
	Honda Water Pump
	Cable Water Pump
	Water Pump
	Water Pump
	Cable Water Pump
	Test Pump
	Honda Water Pump
	Honda Water Pump
	Wacker Mudhog Pump

	Water Pump
	Water Pump
	Cable Water Pump
	Cable Water Pump
	Cable Water Pump
Misc Tools	
	Stihl Backback Blower BR700
	Stihl Backpack Blower BR600
	Central Pneumatic 1/2"
	Florida Pneumatic 3/4"
	Hitachi 3/4"
	Aqua Tapset
	Schonstedt Metal Detector
	Stihl Backpack Blower
	Manhole Blower
	Boring Machine
	Boring Machine
	QF902H 9HP Blower
GAS DETECTOR w/ car charger	
2014	MC2-XWHM-Y-NA detector
2014	MC2-XWHM-Y-NA- detector
2014	MC2-XWHM-Y-NA -detector
2014	GA-VPA-1 charger
2014	GA-VPA-1 charger
2014	GA-VPA-1 charger

Completed Contracts & References

CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	OWNER/ADDRESS/PHONE/EMAIL
\$2,341,949.00	Water System Improvements @ US 1 AND Riverside Drive	2014	City of Holly Hill	City of Holly Hill, Mark Juliano, mjuliano@hollyhillfl.org
\$292,592.00	Lake Sumter Resurfacing	2014	Lake / Sumter	Karen Madrid - FDOT Leesburg Operations - 352.326.7736
\$627,291.94	Mantazas Woods Parkway Sidewalk	2014	Flagler County	Flagler County Engineering, Travis Terpstra, tterpstra@flaglercounty.org
\$514,407.78	North Park Subdivision Watermain Improvements	2014	City of Winter PARK	City of Winter Park, Lena Petersen, lpetersen@cityofwinterpark.org
\$1,905,599.27	Normandy Blvd. Section "B"	2014	City of Deltona	City of Deltona - Gerald Chancellor gchancellor@deltonafl.com
\$4,410,964.73	Saxon Blvd Road Construction	2014	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468
\$5,276,057.15	Tymber Creek Rd Widening	2014	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468
\$3,438,255.52	John Anderson Dr. Roadway Improvements	2014	City of Ormond Beach	John Noble - Ormond Beach John.Noble@ormondbeach.org
\$1,951,572.20	SR16 Design Build	2014	St Johns County	ST. Johns County BOCC 2466 Dobbs Road St. Augustine, FL 32086 (904) 209-0150 James Overton joverton@sjcfl.us
\$1,285,012.08	7th Ave Stormwater Improvements	2014	City of Mt Dora	Mount Dora - Paul Lahr (352) 735-7155 LahrP@ci.mount-dora.fl.us
\$695,965.52	SR 46 Intersection Improvements	2014	Seminole County	Seminole County - Michael Enot Public Works Department/Engineering Division Seminole County Government 100 E 1ST Street Sanford, FL 32771
\$889,428.19	Bradshaw Rd Roadway and Drainage Improvements	2014	City of Apopka	City of Apopka Ken Gatton 407-703-1731 kgatton@apopka.net
\$1,793,761.07	Pedestrian Trail	2014	City of New Smyrna Beach	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361
\$6,272,770.77	Fairbanks Avenue Roadway & Waste Water System Improvements	2014	City of Winter Park	City of Winter Park, David Zusi, dzusi@cityofwinterpark.org
\$484,484.50	Ridgewood WaterMain	2014	Port Orange - Volusia	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org

Completed Contracts & References

CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	OWNER/ADDRESS/PHONE/EMAIL
\$1,288,948.20	Seminole Wekiva Trail Phase 4	2015	Altamonte Springs	Seminole County - David W. Martin, P.E., Professional Engineer Public Works Department/Engineering Division Seminole County Government 100 E 1ST Street Sanford, FL 32771 Office: 407-665-5610 Fax: 407-665-5772
\$3,786,450.63	FDOT #T2524, SR 212 - Beach Boulevard	2015	Jacksonville	FDOT - District 2 - Andre Sutherland Andre Sutherland, P.E. Senior Project Engineer GAI Consultants, Inc. 6983 103rd Street, Unit 5, Jacksonville, FL 32210 O: 904.389.6311 ext. 3408 C: 904.446.0262
\$213,474.59	Herbert St. @ Clyde Morris	2015	Port Orange - Volusia	Port Orange - Margaret Momberger - 506- 5661
\$1,276,877.00	Daytona Beach Int'l Airport	2015	Daytona Beach	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736- 5967 x12468
\$627,275.00	FDOT #E5T69 - E5T69 Paved Shoulders	2015	Mims, Cocoa, Rockledge	Andrew McAlister - FDOT Brevard Operations - 321.634.6105
\$162,501.91	LGA to Flomich	2015	Holly Hill	City of Holly Hill, 1065 Ridgewood, Holly Hill, FL 32117
\$302,522.00	2015 Road Resurfacing, Various Streets	2015	Holly Hill	City of Holly Hill, Walt Smyser, 453 LPGA Blvd, Holly Hill, FL 32117 (386) 248-9463 wsmyser@hollyhillfl.org
\$708,287.50	2015 Road Resurfacing, Various Streets	2015	Ormond Beach	Alex Blake, City of Ormond Beach, 22 South Beach St, Ormond Beach FL 386-676-3269 alex.blake@ormondbeach.org

Completed Contracts & References

CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	OWNER/ADDRESS/PHONE/EMAIL
\$1,958,988.00	East Central Regional Rail Trail	2015	New Smyrna Beach	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468
\$228,038.73	Lake Mary Community Center	2015	City of Lake Mary	City of Lake Mary, Bruce Paster, bpaster@lakemaryfl.com
\$1,032,003.00	Rinehart Road Trail	2015	Lake Mary	Seminole County - Department/Engineering Division Seminole County Government 100 E 1ST Street Sanford, FL 32771
\$1,358,311.00	Pioneer Trail Curve Realignment	2015	New Smyrna Beach	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468
\$1,934,019.00	FDOT #T5515, SR 3, Brevard County	2015	Melbourne	FDOT District 5 Design, Tyler Jeffrey Malmberg, P.E. 719 S. Woodland Blvd., Deland 32720
\$2,901,022.00	Atlantic Ave Sidewalk	2016	Ponce Inlet	Jim Price, Volusia County Inspector, 386-561-8666 jprice@co.volusia.fl.us
\$1,124,704.00	FDOT #E5W88, SR 426 (Aloma Ave), Orange County	2016	Winter Park	FDOT - District 5
\$1,019,727.00	Roosevelt Avenue	2016	Satellite Beach	City of Satellite Beach
\$860,550.00	FDOT #T5541, SR 406 (Garden St), Brevard County	2016	Titusville	FDOT - District 5
\$1,837,115.00	FDOT #T5545, SR 40, Marion County	2016	Ocala	FDOT - District 5
\$501,311.00	Turnbull Bay Bridge Utilities	2016	New Smyrna Beach	City of New Smyrna Beach, Kyle Fegley, kfegley@cityofnsb.com (386) 410-2811
\$11,252,308.00	Howland Boulevard Widening	2016	Deltona	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468
\$2,178,372.00	Ft Smith Boulevard, Section 4B	2016	Deltona	City of Deltona
\$8,940,783.56	Central Beach Phase III Flood Mitigation Improvements	2016	City of New Smyrna Beach	City of New Smyrna Beach, Kyle Fegley, kfegley@cityofnsb.com (386) 410-2811
\$1,219,508.60	Annual Road Resurfacing	2017	City of Titusville	Jesus Viera, 555 S. Washington Ave, Titusville, FL
\$66,830.00	Hampton Inn & Suites, Parking Lot, West Melbourne	2017	West Melbourne, FL	Kevin Hartman, Advantage Concrete hartman78@mac.com

Completed Contracts & References				
CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	OWNER/ADDRESS/PHONE/EMAIL
\$95,405.00	Emergnecy Sewer Repair Riverside Dr	2017	Edgewater, FL	Randy Coslow, City of Edgewater, (386) 424-2400 ext. 4002
\$1,085,603.74	FDOT #T5553, SR 40, Marion County	2017	Ocala, FL	Steven Fisher, FDOT Ocala Operations
\$1,841,073.64	Oxford Road Complete	2017	Casselberry, FL	City of Casselberry, 95 Triplet Lake Drive, Casselberry, FL 32707
\$1,219,508.60	Annual Road Resurfacing	2017	Titusville, FL	City of Titusville, Jesus Viera 555 S. Washington Ave. Titusville, FL
\$1,833,753.12	SR 434 at Florida Central Parkway	2017	Sanford, FL	Seminole County Board of County Commissioners, 1301 E. 2nd St. Sanford FL 32771
\$1,569,373.88	WWTP #2 Driveway and Utility	2017	Mount Dora, FL	City of Mount Dora 510 N Baker Mount Dora FL 32757
\$5,357,590.18	FDOT #T5554, SR A1A, Brevard County	2017	Melbourne, FL	FDOT - District 5
\$3,288,933.93	FDOT #T5578, Orange Ave, Orange County	2018	Orlando, FL	FDOT - District 5
\$1,861,785.13	Spring to Spring Trail, Phase VII-B	2018	Deland, FL	Volusia County, 123 W. Indiana Avenue, Deland, FL 32720
\$287,189.33	Annual Road Resurfacing	2018	Titusville	City of Titusville, Jesus Viera 555 S. Washington Ave, Titusville, FL
\$2,282,739.32	FDOT #ESY60 - SR 5 (US 1)	2018	Rockledge	FDOT - District 5
\$23,900.00	Crosslife Church	2018	Oviedo	Crosslife Church - Barry Edwards 45 W Broadway St., Oviedo, FL 32765 (407)365-3484
\$5,373,132.25	FDOT # T5576 SR 434	2018	Oviedo	FDOT - District 5
\$1,833,753.12	FDOT # T5546 Eau Gallie Blvd	2018	Melbourne	FDOT - District 5
\$12,348,616.00	FDOT #T5506, SR 600 (John Young Parkway), Kissimmee	2018	Kissimmee	FDOT - District 5
\$483,218.60	FDOT #ESU52 - SR 50 Outfall Drainage	2018	Orlando	FDOT - District 5
\$345,317.10	FDOT #ESU40 - Various County Roads Paving	2018	Seminole/Orange Counties	FDOT - District 5
\$975,088.45	Stone Street Streetscape, Cocoa	2018	Cocoa	City of Cocoa
\$487,209.00	2018 Resurfacing	2018	Ormond Beach	City of Ormond Beach
\$911,050.05	Desoto Park SW	2018	Satellite Beach	City of Satellite Beach
\$489,567.45	Lift Stations 3 & 34	2018	New Smyrna Beach	City of New Smyrna Beach, Kyle Fegley, kfegley@cityofnsb.com (386) 410-2811
\$1,237,008.73	Hopkins Ave RRR Improvements	2019	Titusville	City of Titusville

Completed Contracts & References				
CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	OWNER/ADDRESS/PHONE/EMAIL
\$53,327.90	Hopkins Ave Repair Patch	2019	Titusville	City of Titusville
\$1,769,310.98	FDOT #T5619 SR 5(US 1) @ Reed Canal & Big Tree	2019	South Daytona	FDOT - District 5
\$4,747,313.60	SR 408 Milling & Resurfacing	2019	Orlando	Central Florida Expressway Authority
\$3,502,651.17	North Mala Compra Basin Drainage, Palm Coast	2019	Palm Coast-Flagler	Flagler County
\$1,910,436.65	FDOT #T5623 - SR 406, Brevard	2019	Brevard County	FDOT - District 5
\$11,167,209.24	Iselsboro Subdivision Stormwater Improvements	2019	New Smyrna Beach	City of New Smyrna Beach, Kyle Fegley, kfegley@cityofnsb.com (386) 410-2811
\$1,490,648.98	E5Z02- US 192 Turn Lanes	2019	Brevard County	FDOT - District 5
\$7,136,709.34	FDOT #T5625 SR 414 - Maitland Blvd	2020	Orange County	FDOT - District 5

Name	FrSegment	ToSegment	Milling	Pavement Application Thickness (Inches)	Curb & Gutter Replacement
AIRPORT RD	TYMBER CREEK RD	LEEWAY TRL	Full Width	1.5	As Directed
HOLLYRIDGE TRL	MAIN TRL	CUL-DE-SAC	Full Width	1.5	As Directed
ROCKY CREEK TRL	MAIN TRL	CUL-DE-SAC	Full Width	1.5	As Directed
LA COSTA CT	RIVER BLUFF DR	CUL-DE-SAC	Full Width	1.5	As Directed
COBBLESTONE TRL	RIO PINAR TRL	CUL-DE-SAC	Full Width	1.5	As Directed
HUNTSMAN LOOK	FOXHUNTER FLAT	SHADOW CROSSINGS BLVD	Full Width	1.5	As Directed
MEADOW RIDGE VIEW	SHADOW XINGS AT HUNTSMAN LOOK	MEADOW RIDGE VIEW	Full Width	1.5	As Directed
TURKEY CREEK PASS	MEADOW RIDGE VIEW	CUL-DE-SAC	Full Width	1.5	As Directed
KENILWORTH AVE	N. US 1 HWY	WEST END	Full Width	1.5	As Directed
CLIFFSIDE DR	ORMOND LAKES BLVD	DEERSKIN LN	Full Width	1.5	As Directed
DEERSKIN LN	CLIFFSIDE DR	E & W CUL-DE-SACS	Full Width	1.5	As Directed
LOCHWIND LN	CLIFFSIDE DR	CUL-DE-SAC	Full Width	1.5	As Directed
INDIANBOW LN	CLIFFSIDE DR	CUL-DE-SAC	Full Width	1.5	As Directed
WINDSAIL CIR	HAMMOCK LN	CUL-DE-SAC	Full Width	1.5	As Directed
CASSIE CT	ORMOND GREEN BLVD	CUL-DE-SAC	Full Width	1.5	As Directed
GREENVALE DR	PRAIRIEVIEW LN	DEAD END	Full Width	1.5	As Directed
GREENVALE DR	ORMOND GREEN BLVD	PRAIRIEVIEW LN	Full Width	1.5	As Directed
ORMOND GREEN BLVD	AIRPORT RD	GREENVALE DR	Full Width	1.5	As Directed
PRAIRIEVIEW LN	GREENVALE DR	CUL-DE-SAC	Full Width	1.5	As Directed
ROGERS PARK DR	S. RIDGEWOOD AVE	SYLVANIA PL	Full Width	1.5	As Directed
S. ARBOR DR	S. BEACH ST	S. RIDGEWOOD AVE	Full Width	1.5	As Directed
N ARBOR DR	S. ARBOR DR	GROVE ST	Full Width	1.5	As Directed
GROVE ST	ELLSWORTH AVE	S. ARBOR DR	Full Width	1.5	As Directed
LONETREE LOOK	MEADOW RIDGE VIEW	CUL-DE-SAC	Full Width	1.5	As Directed
GOWERS ST	US-1	FLAGLER RD	Full Width	1.5	As Directed
FLAGLER RD	GOWERS ST	BROADWAY AVE	Full Width	1.5	As Directed
BID ALTERNATES					
CHINA MOON DR	COQUINA POINT DR	COQUINA POINT DR	Full Width	1.5	As Directed
COQUINA POINT DR	CLYDE MORRIS BLVD	CUL-DE-SAC	Full Width	1.5	As Directed
PAMLICO TER	COQUINA POINT DR	DEAD END	Full Width	1.5	As Directed

Note: All Measurements to be Field Verified by Contractor

Note: Blue Reflective Pavement Markers shall be installed for each fire hydrant on all resurfaced street

Note: Thermoplastic Stop Bars to be installed at all intersection with stop sign:

Note: Thermoplastic Crosswalks to be installed at all intersections having sidewalk approach:

CITY OF ORMOND BEACH

2022 ROAD RESURFACING
BID NO.: 2022-24



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	AIRPORT RD
5	HOLLY RIDGE TRL, ROCKY CREEK TRL, LA COSTA CT, & COBBLESTONE TRL
6	HUNTSMAN LOOK
7	MEADOW RIDGE VIEW, LONETREE LOOK, TURKEY CREEK PASS, & KENILWORTH AVE
8	CLIFFSIDE DR, INDIANBOW LN, LOCHWIND LN, & DEERSKIN LN
9	WINDSAIL DR, COUNTRY CLUB DR, & ROGERS PARK DR
10	GREENVALE DR & PRAIRIEVIEW LN
11	ORMOND GREEN BLVD, CASSIE CT, & GREENVALE DR
12	CHINA MOON DR
13	COQUINA POINT DR & PAMUCO TER
14	S ARBOR DR, N ARBOR DR, & GROVE ST
15	FLAGLER RD & GOWERS ST
16	DETAILS

MAYOR

BILL PARTINGTON

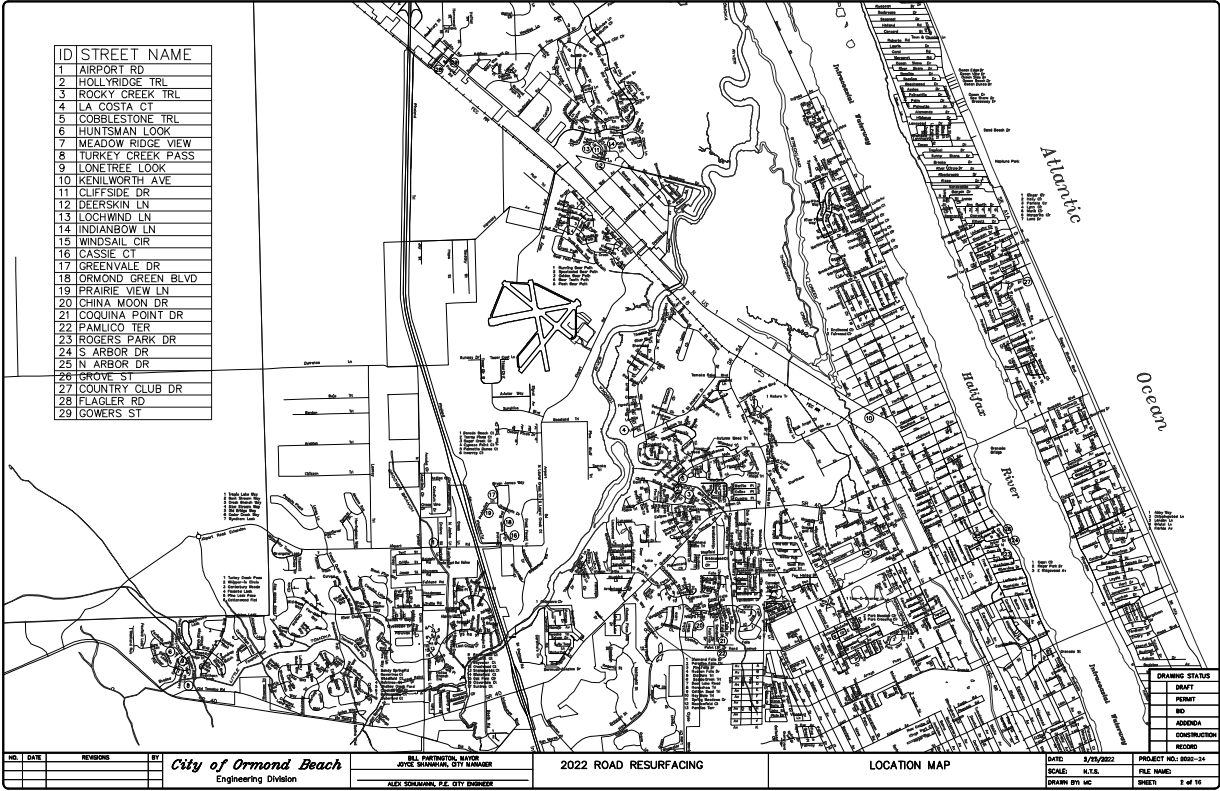
COMMISSIONERS

DWIGHT SELBY, ZONE 1
TROY KENT, ZONE 2

SUBAN PERBIS, ZONE 3
ROB LITTLETON, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

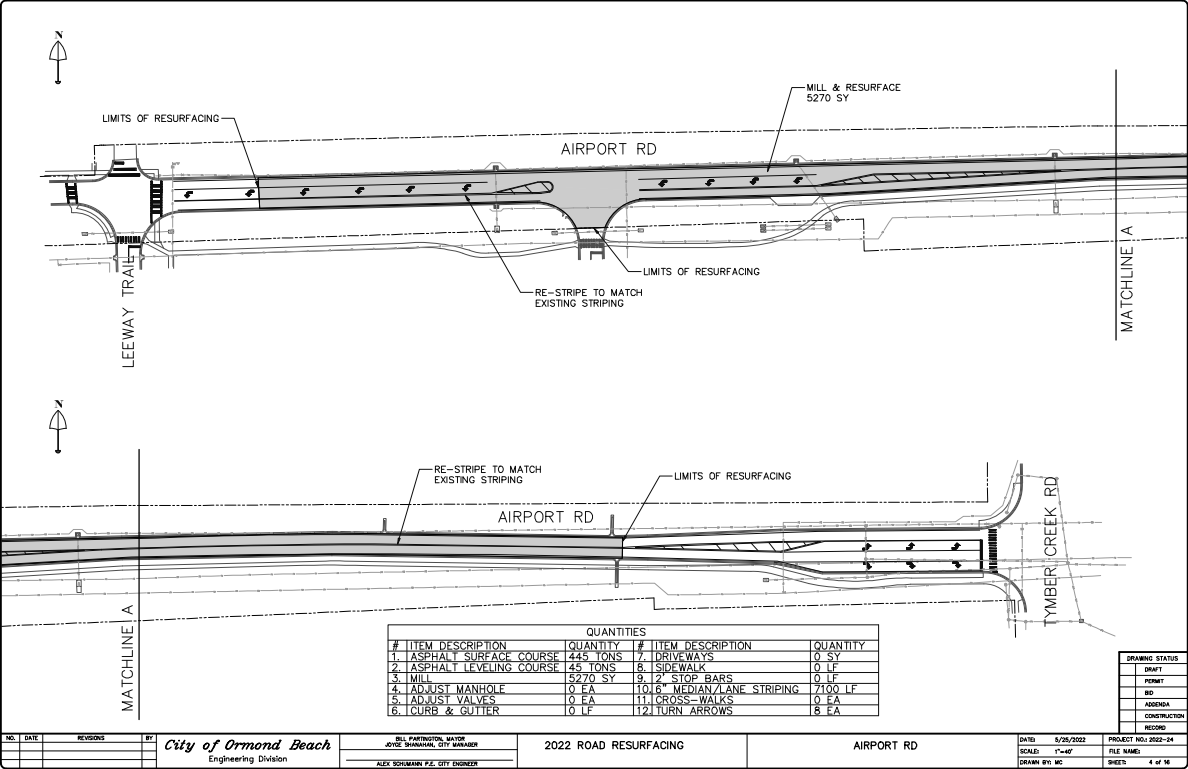


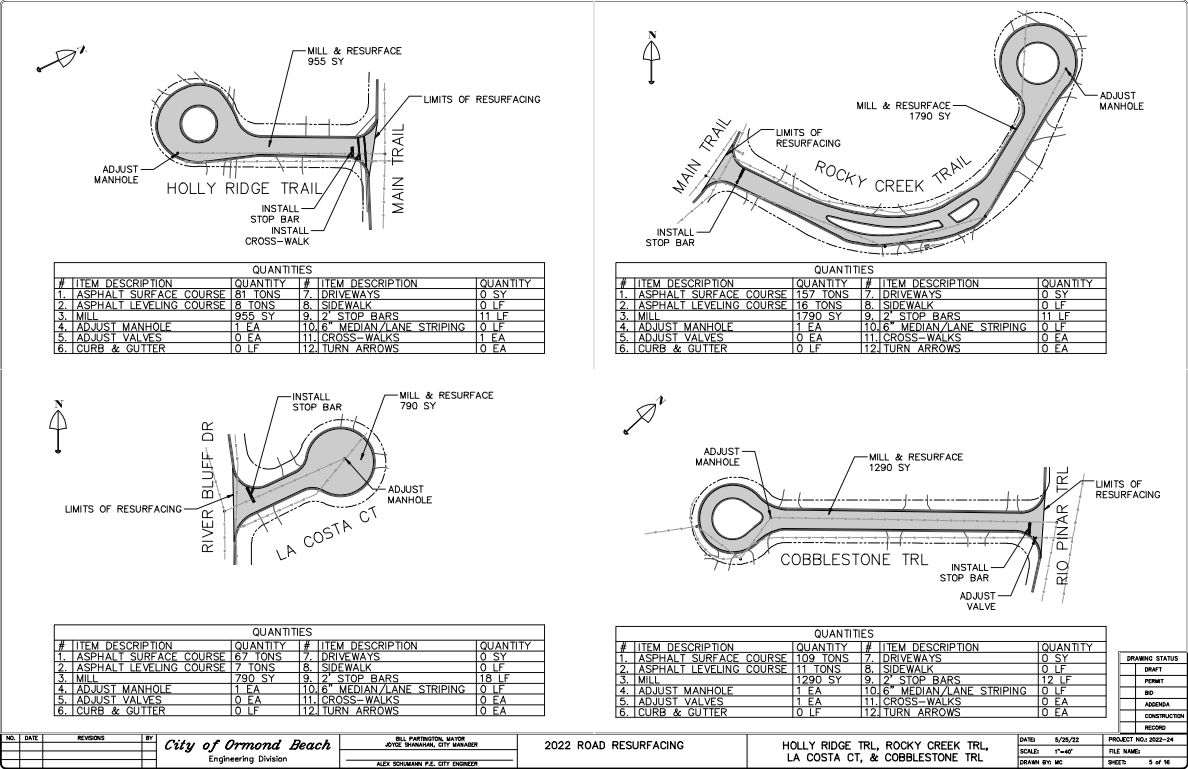
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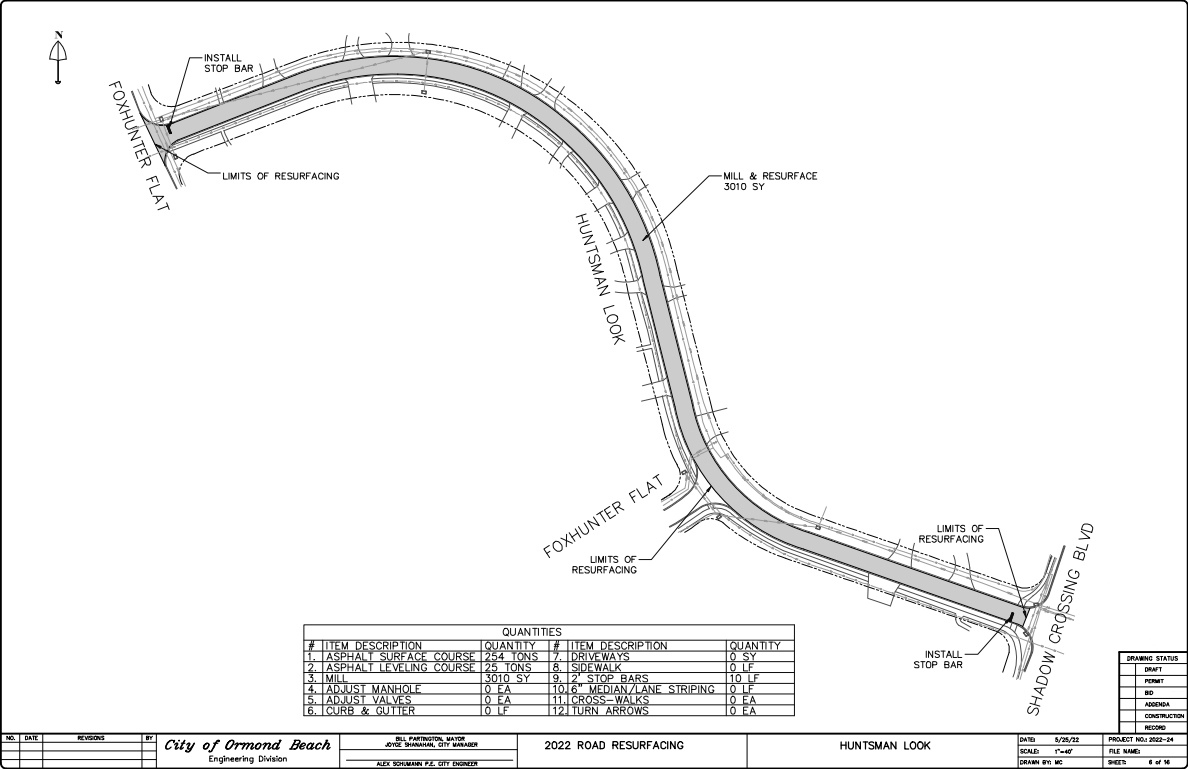
QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	4519 TONS	7.	DRIVEWAYS	0 SY
2.	ASPHALT LEVELING COURSE	455 TONS	8.	SIDEWALK	0 LF
3.	MILL	53555 SY	9.	2" STOP BARS/HATCHING	380 LF
4.	ADJUST MANHOLE	55 EA	10.	6" MEDIAN/LANE STRIPING	9317 LF
5.	ADJUST VALVES	2 EA	11.	CROSS-WALKS	4 EA
6.	CURB & GUTTER	60 LF	12.	TURN ARROWS	14 EA

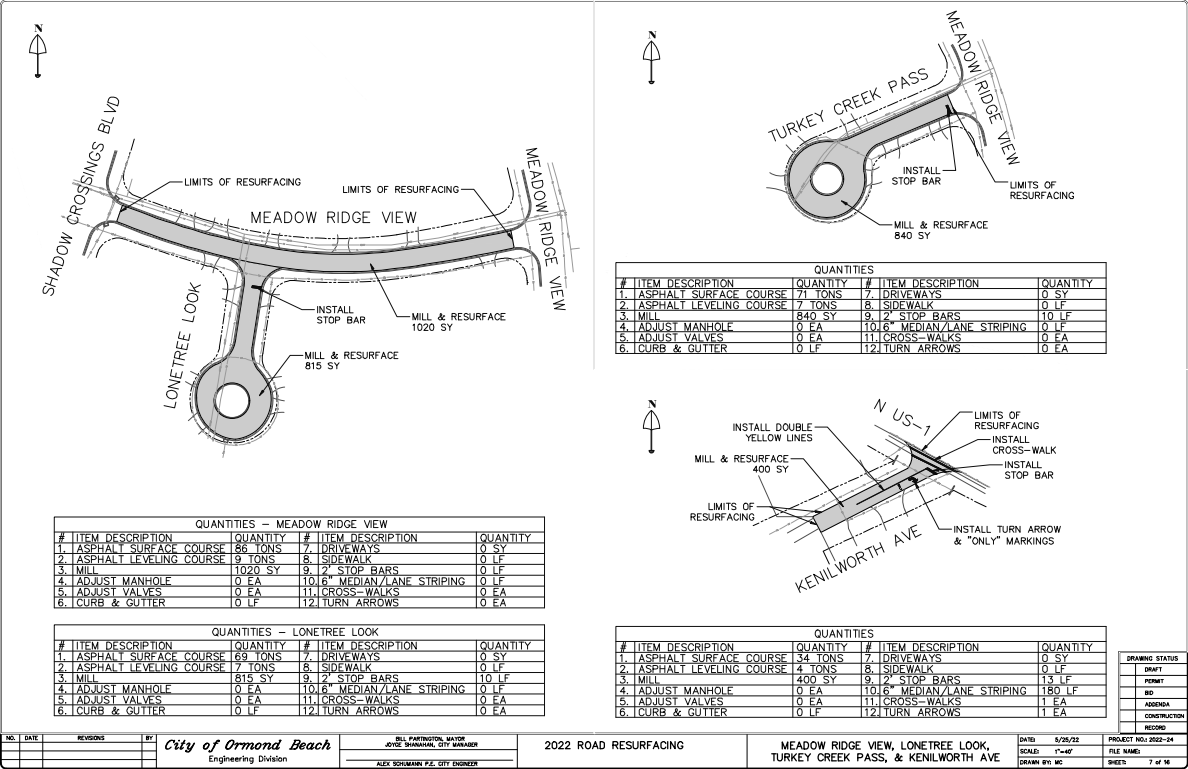
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☐	DRAFT
☐	PERMIT
☐	BID
☐	AGENDA
☐	CONSTRUCTION
☐	RECORD

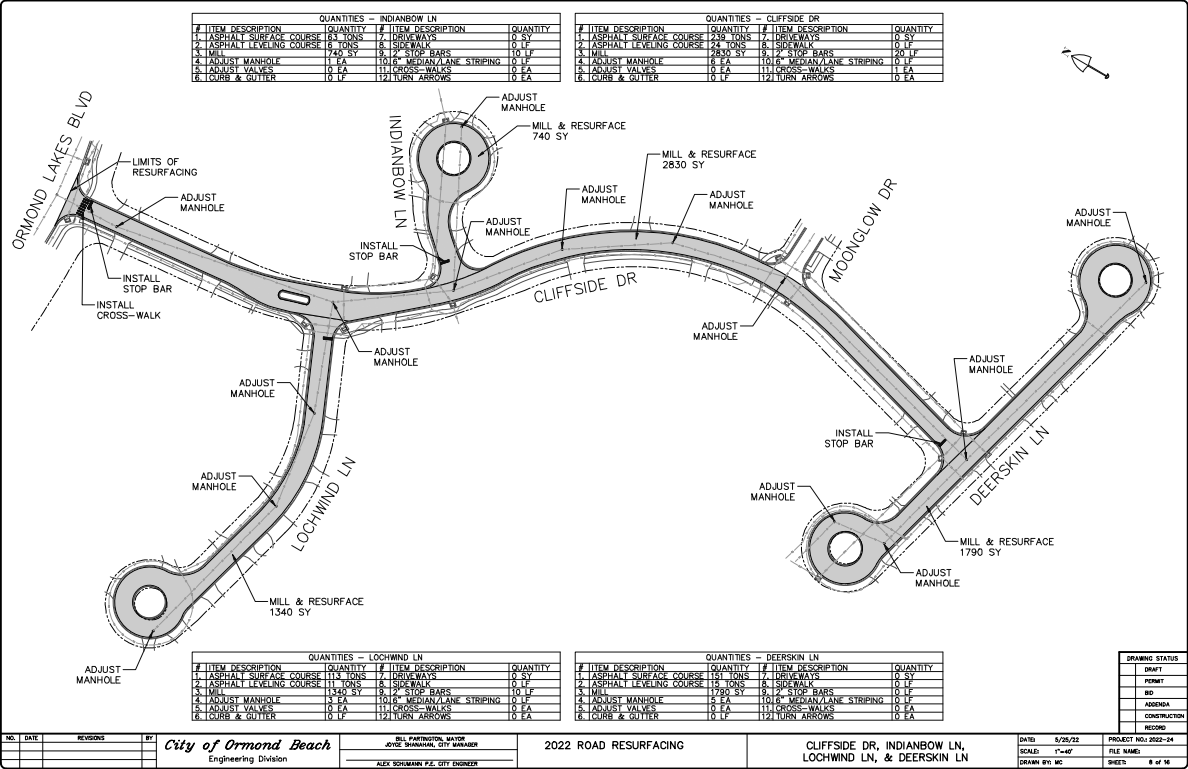
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHAMAHAN, CITY MANAGER ALEX SCHUMANN P.E., CITY ENGINEER	2022 ROAD RESURFACING	NOTES & QUANTITIES	DATE: 5/25/2022 SCALE: 1"=40' DRAWN BY: VC	PROJECT NO: 2022-24 FILE NAME: SHEETS 3 of 16
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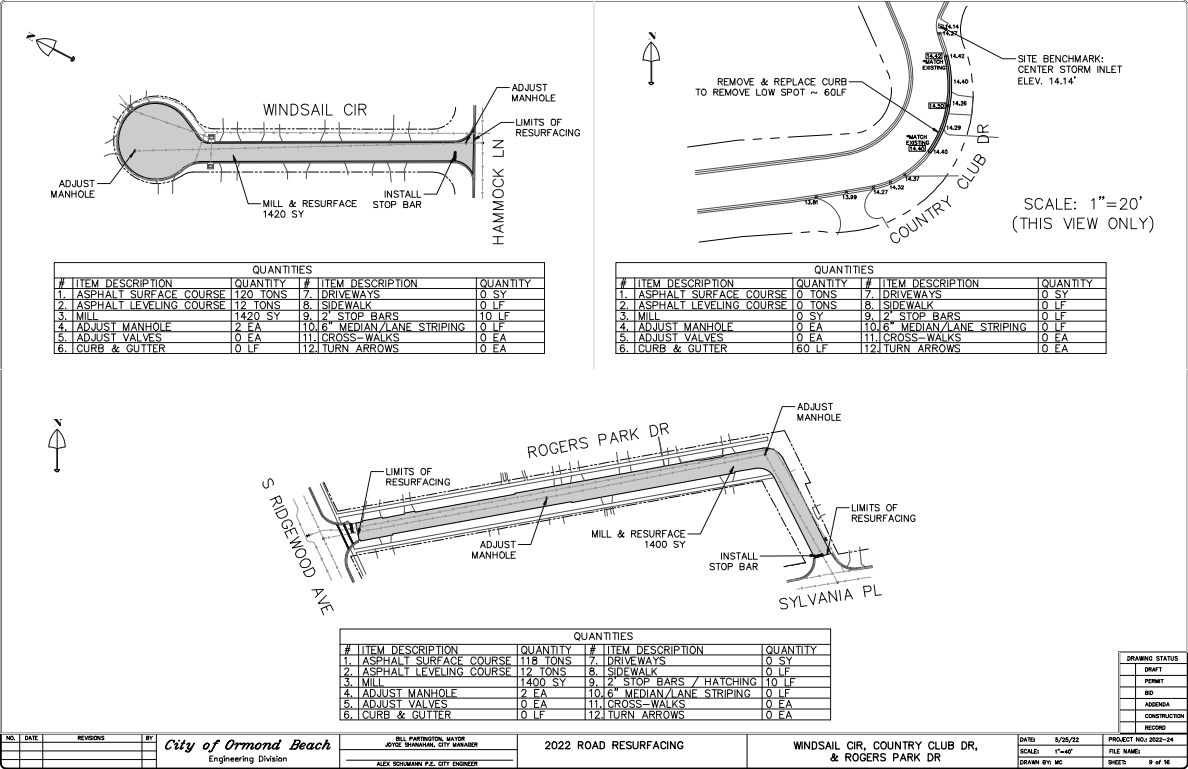


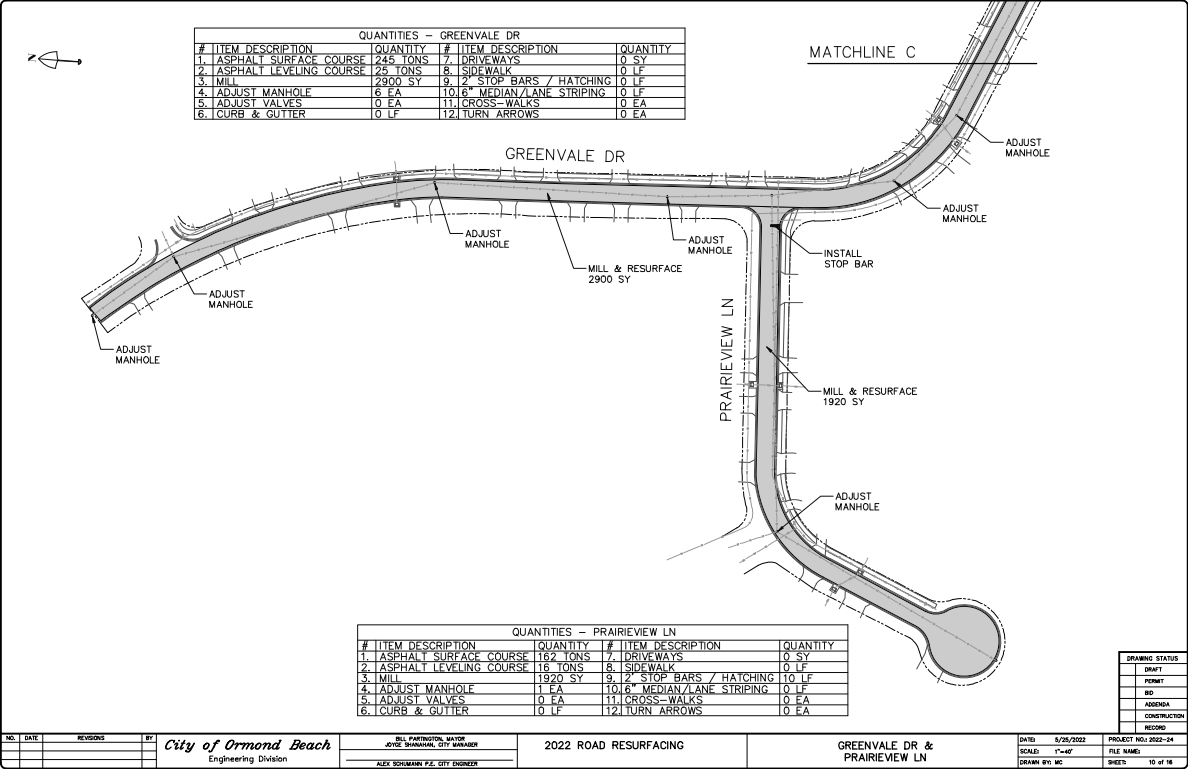


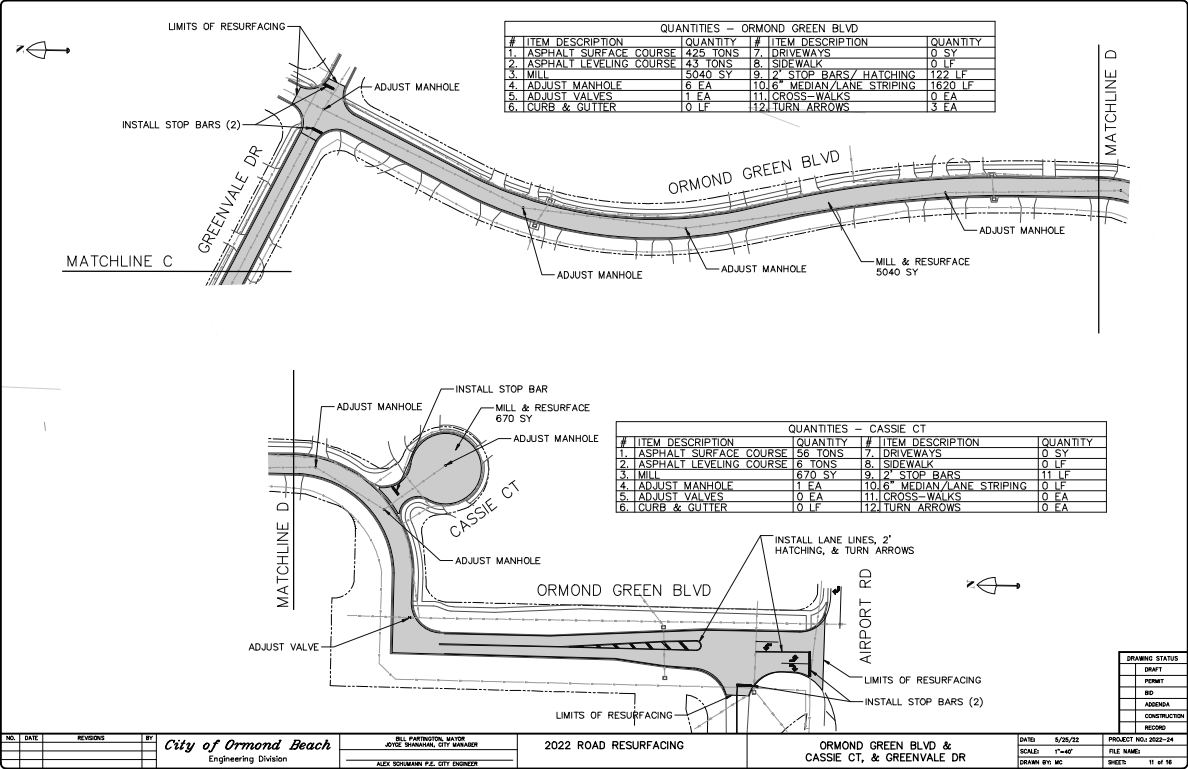


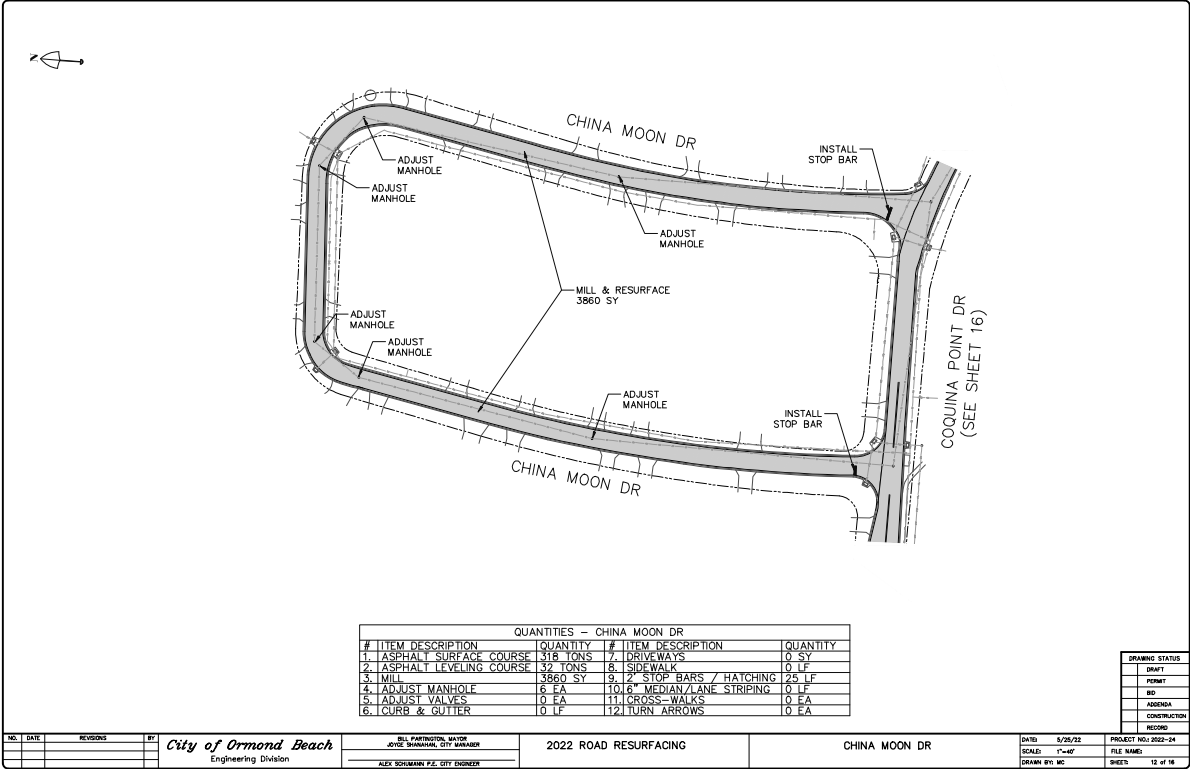


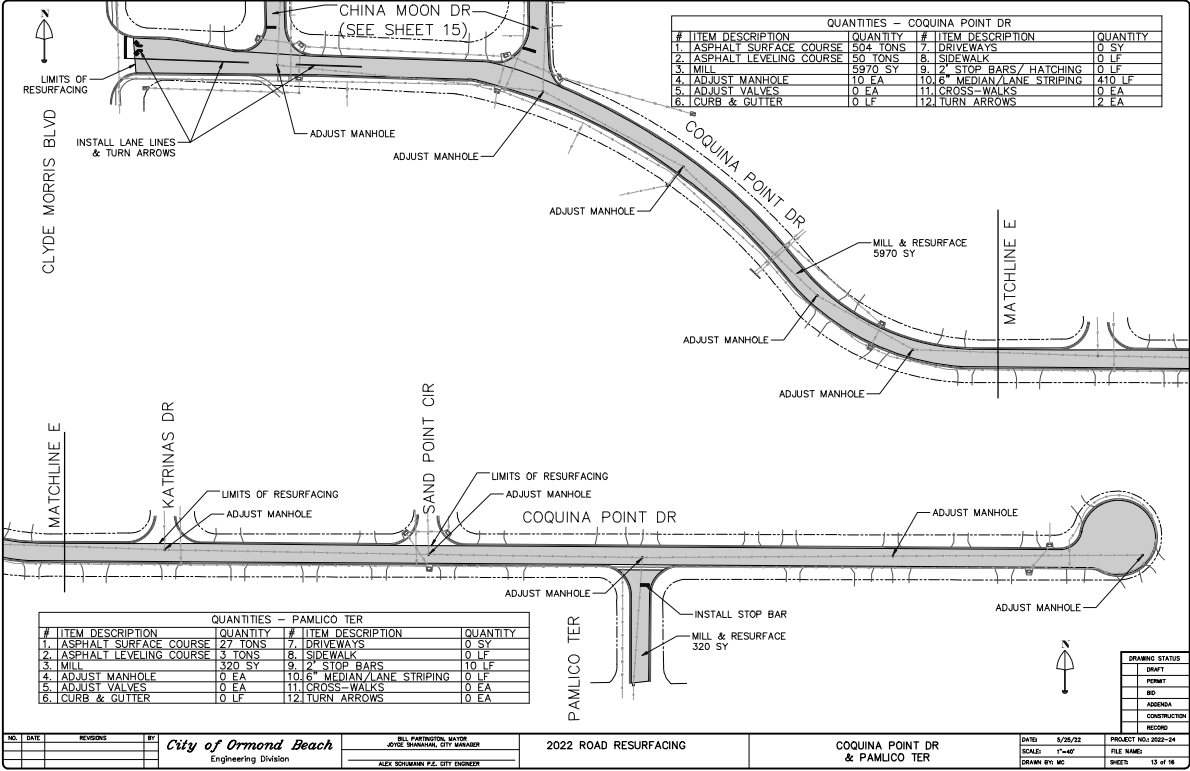


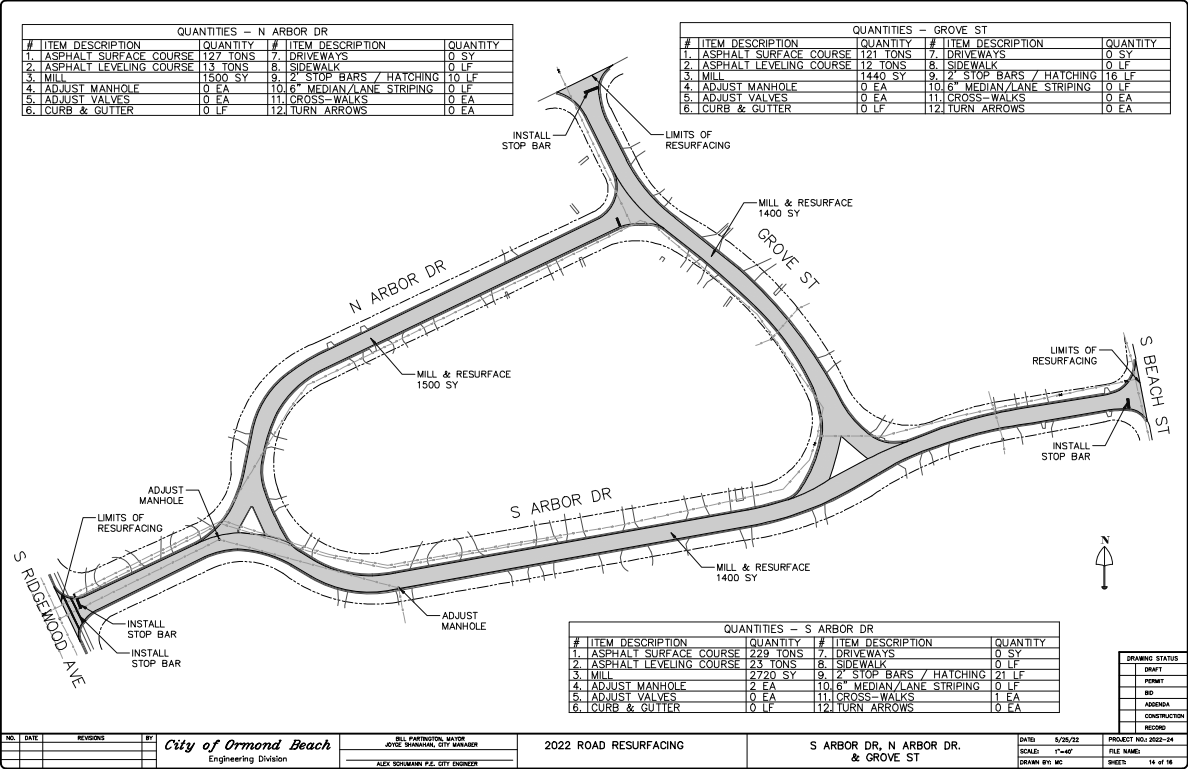


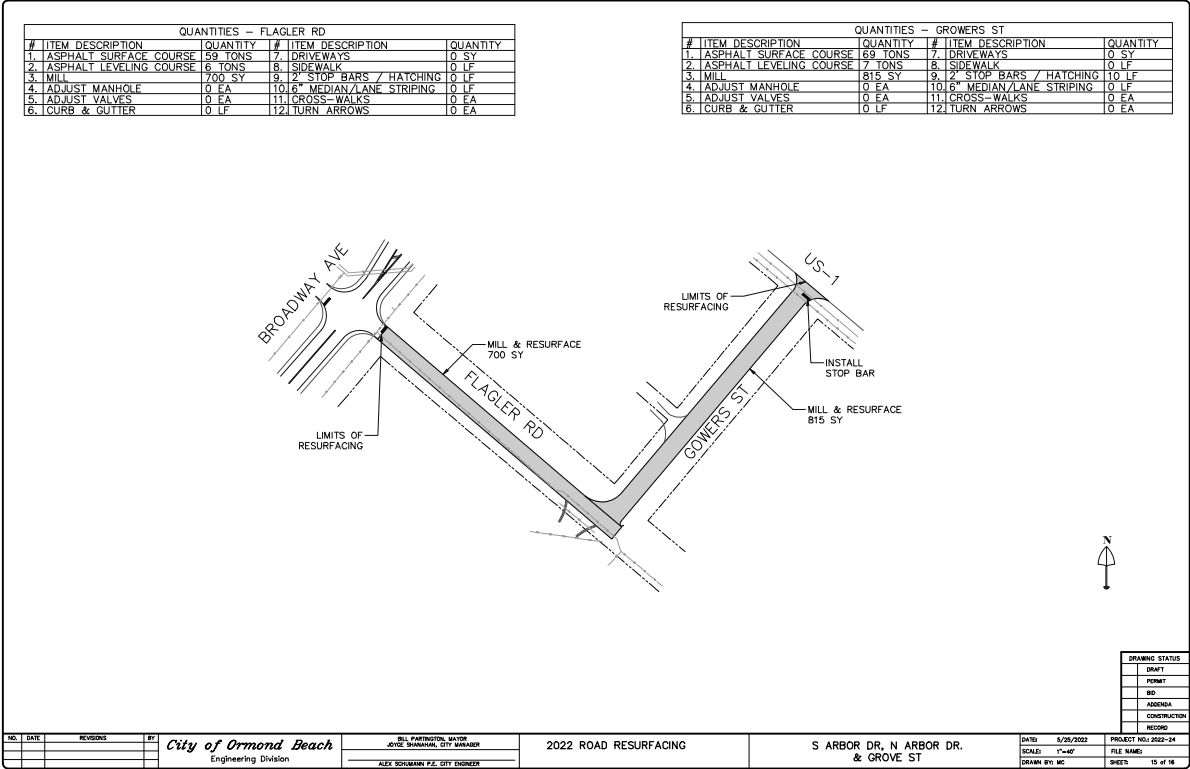


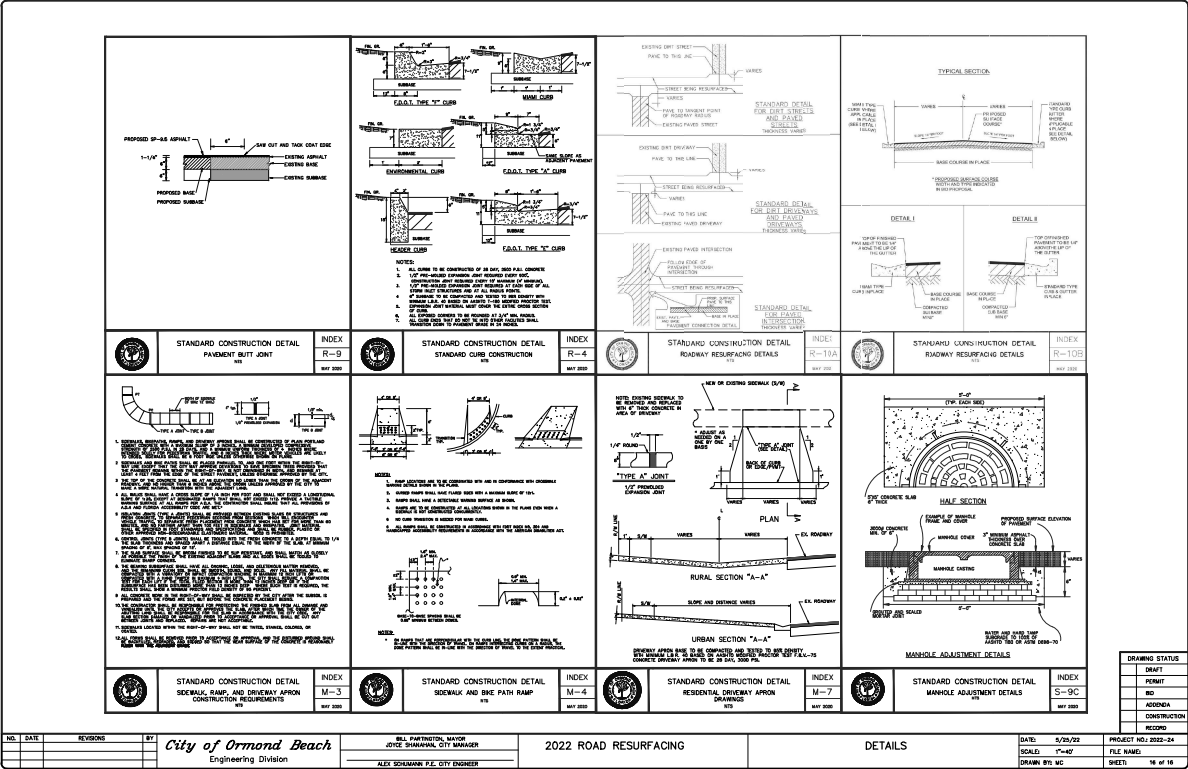














BID OPENING TABULATION

Project: Roadway Resurfacing 2022

Bid Number: 2022-24

Date & Time: August 23, 2022 3:00pm

Contractor	Addendum 1	Addendum 2	Bid Bond	Base Bid	Alternate	Total
Masci	x	x	y	\$662,964.05	\$135,218.00	\$798,182.05
P & S Paving	x	x	y	\$755,255.00	\$149,137.00	\$904,392.00
Halifax Paving	x	x	y	\$875,945.00	\$183,110.00	\$1,059,055.00
	0	0	0	\$0.00	\$0.00	\$0.00
	0	0	0	\$0.00	\$0.00	\$0.00
	0	0	0	\$0.00	\$0.00	\$0.00
	0	0	0	\$0.00	\$0.00	\$0.00
	0	0	0	\$0.00	\$0.00	\$0.00
	0	0	0	\$0.00	\$0.00	\$0.00
	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	0	\$0.00	\$0.00	\$0.00

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 solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Cole Buck
Civil Engineer



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: October 5, 2022

Subject: FDOT Highway Maintenance Memorandum of Agreement ASF05

Commission Goal: Community Development - Other

Introduction

This is a request for approval of a renewal of the Florida Department of Transportation (FDOT) Highway Maintenance Memorandum of Agreement (MOA) Contact No.: ASF05, Financial Project No.: 244583-1-78-03, whereby the City maintains State roadways and rights-of-way within the City and environs.

Background

On August 17, 2022, city staff received notification from the Florida Department of Transportation that the current MOA is set to expire on November 8, 2022, and of their intent to enter into a renewal of the MOA for a three (3) year period beginning November 8, 2022.

The City will receive quarterly payments from FDOT in the amount of \$31,784.50 per quarter, equating to \$127,138 per year for the duration of the three (3) year term of the contract. The new MOA does not include the maintenance/repair and replacement of concrete sidewalks on State roadways. That function will remain with FDOT.

The new agreement would be for a period of three (3) years ending on November 8, 2025.

Discussion

FDOT has proposed a contract renewal term of three (3) years. The maintenance agreement allows FDOT to reimburse the City for maintenance of the state rights-of-way within the City of Ormond Beach. FDOT has valued the proposed contract at \$127,138 per year based on the scope of services required. Staff has reviewed the cost for these service and has determined this agreement is in the best interest of the health, welfare, and safety of the citizens of Ormond Beach.

Staff can fulfill the requirements of this contract within the authorized funding level. The City's expected level of service is above that required by FDOT. The difference in service levels is included within the City's General Fund and not compensated via this agreement. If the City chooses to not renew the agreement, maintenance responsibility would default to FDOT, and the City would likely see a marked deterioration of services and aesthetics throughout the FDOT MOA areas along SR A1A, US-1, Nova Road and SR-40.

Budget Impact

The agreement sets forth an annual payment of \$127,138 per year, which is allocated to offset the General Fund costs incurred to provide the specified maintenance.

Citizen Impact

This contract will allow the City to provide the same level of service to state roads as it provides throughout the City.

Recommendation

Staff recommends that the City Commission authorize the execution of the contract # ASF05-R1 renewal.

Attachments:

- 22-125 FDOT Hwy Maint MOA (P22-0142G) (PDF)
- FDOT MOA 2022 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/12/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

RESOLUTION NO. 2022-125

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and the Florida Department of Transportation (“FDOT”) entered into a Highway Maintenance Memorandum of Agreement for the maintenance of certain State rights-of-way in the City, said agreement having an effective date of September 30, 2019, and

WHEREAS, the initial term of the agreement was for three years with the option to renew for one additional three-year period, and

WHEREAS, the City’s professional staff recommends that the City exercise the renewal option for the period November 9, 2022 through November 8, 2025, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Highway Maintenance Memorandum of Agreement with FDOT is in the best interest of the health, welfare and safety of the general public, 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 Contract Renewal of the Highway Maintenance Memorandum of Agreement between the City and FDOT. A copy of the Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 17th, 2022

Mr. Kevin Gray
City of Ormond Beach, FL.
501 N Orchard St.
Ormond Beach, FL 32174

Re: Memorandum of Agreement – Renewal Contract
City of Ormond Beach
Contract # ASF05-R1
FM# 244583-1-78-03

Dear Mr. Gray,

Our current agreement ASF05 will expire on 11/08/2022. Enclosed are copies of our Renewal Contract Documents and Forms. Please obtain original signatures on both copies and return them to our office by September 27, 2022.

I have also included updated information we will need for this contract. In accordance with the original Resolution, the Mayor OR City manager can sign it. Please return to me once completed.

If you have any questions, please contact me at (386) 740-3404.

Sincerely,

Thomas Russ
Contracts/Permits Coordinator
FDOT Deland Operations
Thomas.Russ@dot.state.fl.us

CONTRACT RENEWAL

Contract No.: ASF05 Renewal: (1st, 2nd, etc.) 1st & Final
 Financial Project No(s): 244583-1-78-03
 County(ies): Volusia

This Agreement made and entered into this _____ day of _____, 2022, by and between the State of
(This date to be entered by DOT only.)
 Florida Department of Transportation, hereinafter called "Department", and City of Ormond Beach hereinafter called
 "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 30th day of September, 2019
(This date to be entered by DOT only.)
 entered into an Agreement whereby the Department retained the Contractor to perform Routine Maintenance in
accordance with Exhibits B & C of the original Agreement; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties
 and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
 to the other, the parties agree to a renewal of said original Agreement for a period beginning the 9th day of November, 2022
 and ending the 8th day of November, 2025 at a cost of \$127,138.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,
 month, and year set forth above.

City of Ormond Beach
 Name of Contractor

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

 Contractor Name and Title

BY: _____
 District Secretary or Designee (Signature)

BY: _____
 Authorized Signature

Title: District Maintenance Engineer

N/A (SEAL) Legal: _____
 Name of Surety

 City State

Fiscal: N/A
 Approval as to Availability of Funds

By: _____
 Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: _____
 Florida Licensed Insurance Agent Date



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: October 5, 2022

Subject: FDOT Grant Agreement - AWOS Construction

Commission Goal: N/A

Introduction:

This is a Resolution to authorize the execution of a grant agreement between the City of Ormond Beach and the Florida Department of Transportation (FDOT) to provide additional funding for the Automated Weather Observing System (AWOS) Replacement Project at the Ormond Beach Municipal Airport.

Background:

The City submitted to the Federal Aviation Administration (FAA) a FY2022 Airport Improvement Program Grant pre-application on October 11, 2021. The pre-application served as notice to the FAA of the City's intention to submit a formal grant application in 2022 to request federal funding assistance for a project to design and install a new AWOS at the airport. A formal grant application for this project was submitted on April 21, 2022, following completion of the design and bidding phase. Design and bidding for this project was approved by the City Commission via Resolution 2022-29. The City has received a grant from the FAA to provide primary funding for the project, which was approved by the City Commission via Resolution 2022-108. The AWOS replacement project is part of the near-term capital improvement plan for the airport included in the Airport Master Plan Update that was approved by the City Commission in 2015. The project is also included in the City's approved Capital Improvement Program.

Discussion:

This project will facilitate acquisition and installation of a new AWOS facility located in closer proximity to the airport's primary runway. The new AWOS system will provide 24/7 automated aviation weather information.

The existing AWOS is currently located to the east of the intersection of Taxiways B and D, in an area of busy helicopter activity. The existing AWOS is not connected to the

National Airspace Data Interchange Network (NADIN) as are more modern systems; rather the automated collection system provides the local weather and the air traffic control tower staff must upload it into the national system manually. Existing AWOS transmittal services to pilots are disabled during those hours when the control tower is in operation, because the tower is considered the primary source of local weather information during those times. The existing AWOS is only partially functional and repair options are limited due to a lack of new components for a system so dated.

FAA Order 6560.20B Siting Criteria for Automated Weather Observing Systems (AWOS) establishes the siting criteria for AWOS installation at airports and heliports. The AWOS sensors shall not violate runway or taxiway object free areas, runway or taxiway safety areas, obstacle free zones, or instrument flight procedures surfaces in AC 150/5300-13, *Airport Design*, or FAA Handbook 8260.3, TERPS.

According to FAA Order 6560.20B, at an airport with visual and/or non-precision instrument runways such as the Ormond Beach airport, the preferred siting of the AWOS cloud height, visibility, and wind sensors is adjacent to the primary runway 1,000 feet to 3,000 feet down the runway from the threshold. The primary runway is considered to be the runway with the lowest instrument approach minimums. Runway 9 is the runway with the lowest minimums. Therefore, relocating the AWOS to a location in closer proximity to Runway 9 and within 1,000 to 3,000 from the threshold is recommended.

Citizen Impact:

The AWOS replacement project pertains specifically to current and planned airport operations, and will have no impact upon the City's general population.

Budget Impact:

The total cost of this project including design, construction and construction engineering is \$342,630. The previously approved FAA grant will provide 86% funding for design, construction and construction engineering costs in the amount of \$295,000. The FDOT grant presented for approval herein will assist in covering construction and construction engineering costs in the amount of \$24,770. The total cost to the Airport Fund for this project is \$22,859. The project was not included in the Fiscal Year 2022-2023 budget. A budget amendment will be required if the grant funding is accepted.

Recommendation:

Staff recommends that the City Commission authorize execution of the grant agreement between the City and FDOT to provide additional funding for the Automated Weather Observing System Replacement Project at the airport.

Attachments:

- 22-126 FDOT Grant - AWOS Replacement Project (P22-0129G) (PDF)
- FDOT Grant Agreement (PDF)
- AWOS Plans (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/22/2022


Claire Whitley, Assistant City Manager 9/22/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/28/2022

RESOLUTION NO. 2022-126

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR THE AUTOMATED WEATHER OBSERVING SYSTEM REPLACEMENT PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation ("FDOT") for construction and construction engineering services regarding the installation of a new Automated Weather Observing System ("AWOS") at the Ormond Beach Municipal Airport (the "project"), and

WHEREAS, the total project cost, which includes design, construction, and construction engineering is \$342,630, and

WHEREAS, the FAA has issued a Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) offer to the City in the amount of \$295,000, for the total project cost; and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of \$24,770 to assist in covering construction and construction engineering costs for the project, and

WHEREAS, the City is required to provide funds in the amount of \$22,859 for the total project cost, which the City Manager has certified are available in the Airport Fund (108), and are not appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Public Transportation Grant Agreement between the City and the Florida Department of Transportation regarding funding for the construction and construction engineering services for the AWOS Replacement project. A copy of said Public Transportation Grant Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 444882-1-94-01	Fund(s):	DDR	FLAIR Category:	088719
	Work Activity Code/Function:	215	Object Code:	740100
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000398020
Contract Number:	Federal Award Date:	N/A		
CFDA Number: N/A	Agency SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: N/A				
CSFA Title: N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construct Replacement Automated Weather Observation System (AWOS) at Ormond Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

8.1.b

9. Project Cost:

- a. The estimated total cost of the Project is \$309,630. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$24,770 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Attest:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

By: _____

Name: _____

Daniel L. McDermott

Title: _____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct Replacement Automated Weather Observation System (AWOS).

B. Project Location (limits, city, county, map): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and construction phased services fee, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, installation, testing, commissioning of the equipment, coordination with all necessary agencies; and site preparation (earthwork and electrical work). It includes all materials, equipment, labor, and incidentals to complete a Weather Reporting Equipment installation project.

"The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Construction Plans for Automated Weather Observation System - Level III P/T" at Ormond Beach Municipal Airport" prepared by Hoyle Tanner, dated March 2022, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into Jacip.

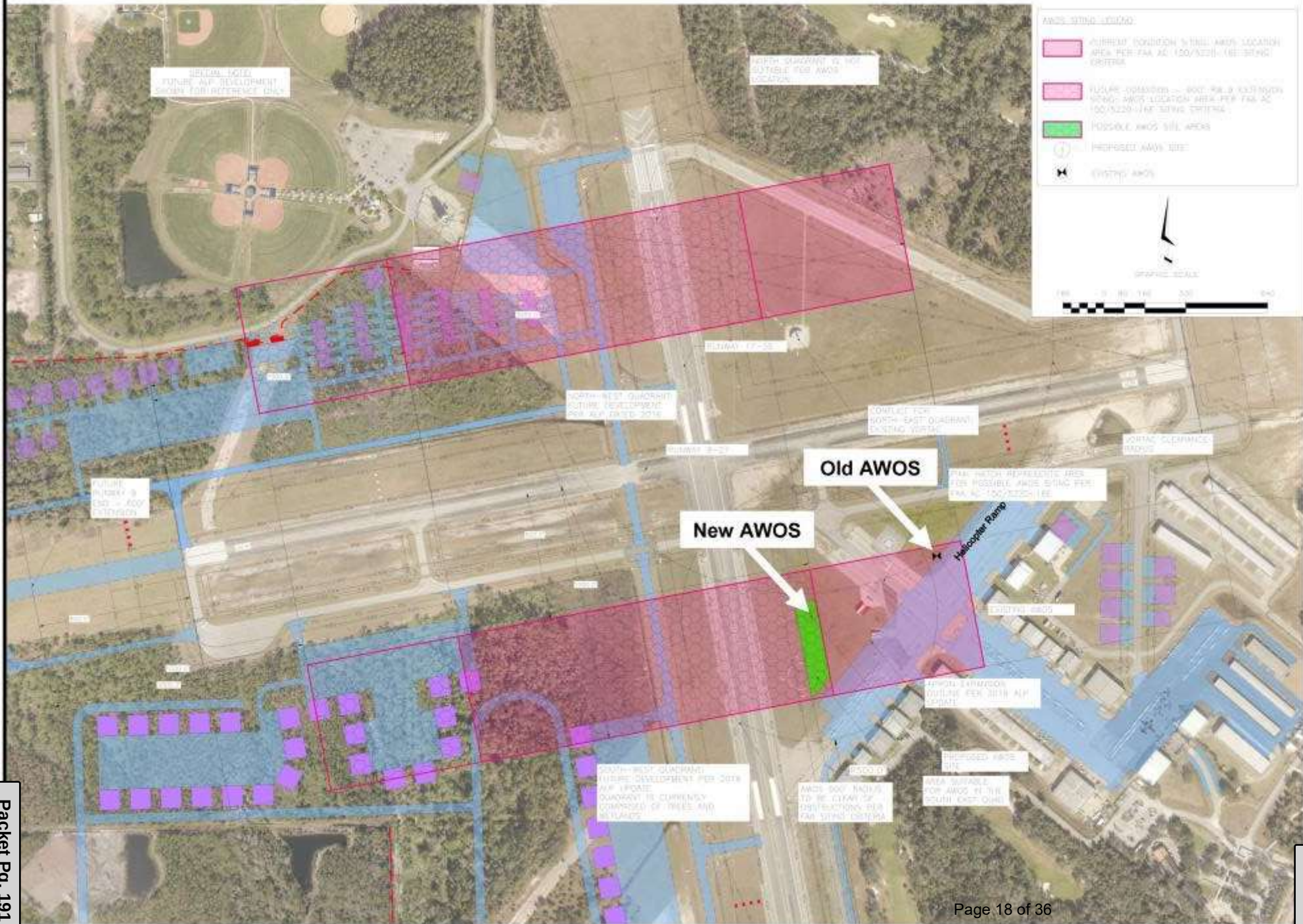
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

AWOS Location Map



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444882-1-94-01	BIL	088719	2023	740100	N/A	N/A	\$278,667.00
444882-1-94-01	DDR	088719	2023	740100	N/A	N/A	\$24,770.00
444882-1-94-01	LF	088719	2023	740100	N/A	N/A	\$6,193.00
Total Financial Assistance							\$309,630.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$24,770.00	\$6,193.00	\$278,667.00	\$309,630.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$24,770.00	\$6,193.00	\$278,667.00	\$309,630.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

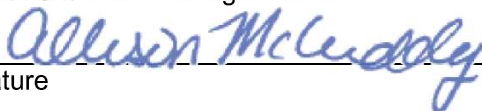
Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy

Department Grant Manager Name



Signature

8/25/2022

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Allison McCuddy (email: allison.mccuddy@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Allison McCuddy.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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8.I.b

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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STRATEGIC
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8.l.b

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-0
STRATEGIC
DEVELOPMENT
OGC 07/22

8.1.b

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

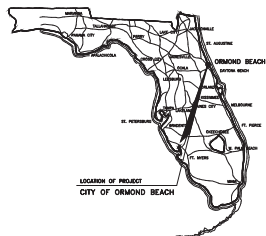
(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



Location Map

ORMOND BEACH MUNICIPAL AIRPORT

CITY of ORMOND BEACH, FLORIDA

CONSTRUCTION PLANS

for

AUTOMATED WEATHER OBSERVING SYSTEM—LEVEL III P/T (AWOS—III P/T)

General Notes:

- THE EXISTENCE AND LOCATION OF THE EXISTING UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND A CERTIFIED LAND SURVEY. ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND UTILITY FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR WILL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO PERFORMING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.
- THE CONTRACTOR WILL CONFIRM, BY FIELD MEASUREMENTS, THE LOCATION AND ELEVATION OF ALL IMPROVEMENTS TO BE CONSTRUCTED PRIOR TO ACTUAL CONSTRUCTION. THE CONTRACTOR WILL MAKE EXPLORATORY EXCAVATIONS TO LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF REVISIONS ARE NECESSARY DUE TO THE ACTUAL LOCATION OF THESE FACILITIES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR AND HAVE COMPLETE CONTROL OVER THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES USED DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ITS AGENTS.
- ALL WORK WILL BE IN ACCORDANCE WITH:
 - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULARS CONCERNING CONSTRUCTION AND SAFETY ON AIRPORTS, LATEST EDITION.
 - FLORIDA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, LATEST EDITION.
 - THE TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS.
 - THE CONTRACT DRAWINGS.
 - ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS.
- UTILITY ALERT: BEFORE BEGINNING WORK, THE CONTRACTOR WILL VERIFY THE LOCATION OF THE UNDERGROUND FACILITIES BY CONTACTING THE VARIOUS UTILITY COMPANIES OR AGENCIES A MINIMUM OF 72 HOURS PRIOR TO BEGINNING WORK.
- THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER IF ANY UNDERGROUND UTILITIES ARE DAMAGED. THE CONTRACTOR WILL PROVIDE ADEQUATELY TRAINED PERSONNEL TO REPAIR ANY DAMAGED UTILITIES WITHIN 24 HOURS OF DAMAGE. DAMAGE TO NAVIGATIONAL AIDS AND/OR LIGHTING MUST BE CALLED IN AND REPAIRED IMMEDIATELY. ALL NAVAIDS MUST BE REPAIRED IMMEDIATELY AND LIGHTS MUST BE FULLY OPERATIONAL BY 6:00 P.M. EACH DAY. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS.
- THE CONTRACTOR WILL RESTORE THE SITE TO ITS ORIGINAL (OR BETTER) CONDITION PRIOR TO COMPLETION OF THE PROJECT. THIS MEANS THAT ALL DISTURBED AREAS OUTSIDE THE PROJECT LIMITS MUST RECEIVE AS A MINIMUM, HYDROSEED, IN ADDITION ALL PROVISIONS OF THE CONTRACT WILL REMAIN IN EFFECT, AND MAINTENANCE OF TRAFFIC ON THE AIRPORT AND SAFETY PRECAUTIONS WILL BE PERFORMED ON A DAILY BASIS.
- ALL AREA QUANTITIES EXPRESSED, WHETHER IN UNITS OF SY, SF, YD, CFS, ETC. ARE BASED ON CALCULATIONS AS MEASURED IN PLAN VIEW. SLOPES, DIPS, HOLE OR ANY OTHER VERTICAL VARIATIONS ARE NOT TAKEN INTO ACCOUNT IN THE CALCULATED QUANTITIES. THE CONTRACTOR MUST CONSIDER THIS IN HIS/HER UNIT PRICE BID FOR THESE PAY ITEMS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR THE DIFFERENCE IN QUANTITIES OF AREA DUE TO VERTICAL VARIATIONS.
- CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO GATES RESULTING FROM CONSTRUCTION ACTIVITY.

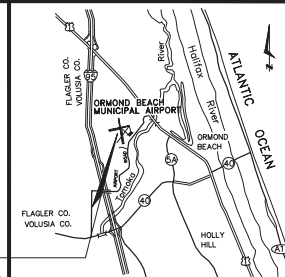
FAA AIP NO. TBD
HOYLE TANNER JOB NO. 22.88701
CITY OF ORMOND BEACH BID# 2022-14



MARCH 2022

100% DESIGN FOR
BIDDING

REVISIONS				
REV #	DESCRIPTION	CHKD. BY	APPD. BY	DATE



LOCATION OF PROJECT
ORMOND BEACH
MUNICIPAL AIRPORT

Vicinity Map

City Officials

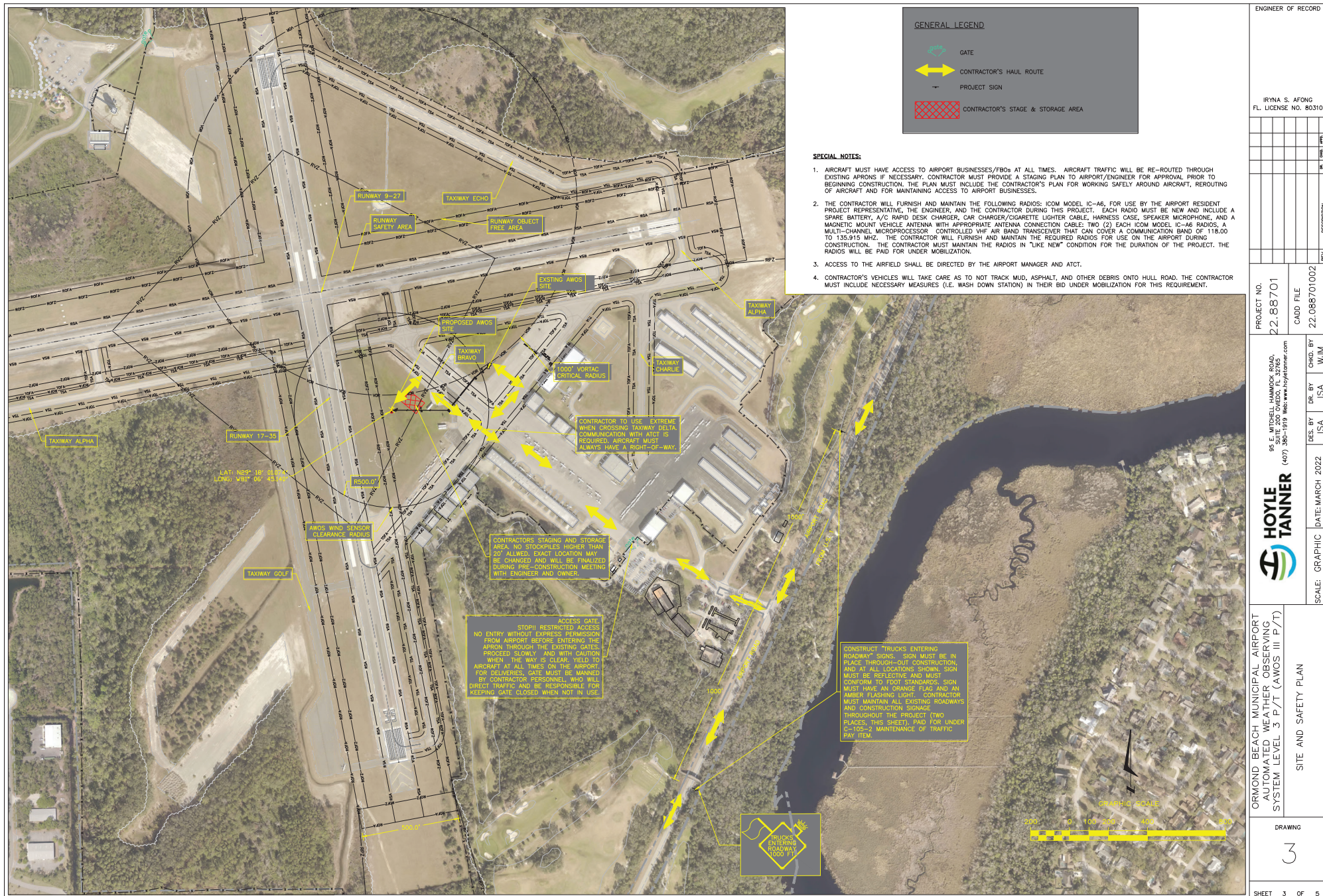
MAYOR Bill Partington
COMMISSIONER Dwight Selby
COMMISSIONER Troy Kent
COMMISSIONER Susan Persis
COMMISSIONER Rob Littleton
CITY MANAGER Joyce Shanahan
PUBLIC WORKS DIRECTOR Shawn Finley
CITY ENGINEER Alex Schumann, P.E.
AIRPORT MANAGER Steven Lichliter

DRAWING INDEX

- COVER SHEET
- SITE AND SAFETY PLAN
- SITE AND SAFETY NOTES AND DETAILS
- AWOS DEMOLITION AND LAYOUT PLAN
- DETAILS SHEET

PLANS PREPARED BY:





AIRPORT BUSINESS TO REMAIN OPEN

THE CONTRACTOR WILL COORDINATE ANY WORK EFFORTS THAT WOULD IMPEDE AIRPORT ACCESS TO AIRPORT FACILITIES WITH THE AIRPORT ADMINISTRATION AND THE ENGINEER IN ORDER TO ASSURE TIMELY COORDINATION WITH TENANTS. THE CONTRACTOR MUST MAINTAIN RADIO CONTACT WITH AIR TRAFFIC AT ALL TIMES BY MONITORING ALL FREQUENCIES.

AS FOLLOWS:

UNICOM: 123.05
ATCT GROUND: 121.625
AWOS: 118.475
CTAF: 119.075 (ACTIVATE AIRFIELD MRLS, PAPI, REILS)

GENERAL NOTES

- REFERENCES (USE THE LATEST EDITIONS):
 - FAA ADVISORY CIRCULAR NO. 150/5210-5 PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT
 - FAA ADVISORY CIRCULAR NO. 150/5370-2 OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO READ AND COMPLY WITH THIS DOCUMENT.
 - FAA ORDER JO 6560.20C
 - FAA ADVISORY CIRCULAR NO. 150/5220-16E
 - FAA ADVISORY CIRCULAR NO. 150/5340-30 DESIGN AND INSTALLATION FOR AIRPORT VISUAL AIDS.
- FEDERAL AVIATION ADMINISTRATION PARTS 77, 139, & 157 (WHEN APPLICABLE)

REFER TO THE PROJECT CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS:

- LIGHTED BARRICADES WILL BE PROVIDED BY THE CONTRACTOR TO DIRECT AIRCRAFT AWAY FROM CONSTRUCTION AREAS, AS SHOWN ON THE PLANS. WORK AREAS AND DETOURS FOR TAXING AIRCRAFT WILL BE BARRICADED NIGHT AND DAY AS DIRECTED. BARRICADES MUST BE BRIGHTLY COLORED, MAX. 24" HIGH AND SPACED NO MORE THAN 6' APART. THEY MUST BE PLACED NOT CLOSER THAN 2' NOR FARTHER THAN 10' FROM ANY PAVEMENT EDGE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 - CLOSED RUNWAY/TAXIWAY MARKERS, IF USED, AND BARRICADES MUST BE SECURED AGAINST WIND AND AIRCRAFT PROPELLER BLASTS BY WEIGHTING OR NAILING INTO PAVEMENT.
 - CLOSED RUNWAY/TAXIWAY MARKERS, WHEN NOT IN USE, WILL BE STORED BY THE CONTRACTOR IN THE CONTRACTOR'S STAGING AREA.
 - NONE OF THE CONTRACTOR'S VEHICLES WILL BE ALLOWED TO CROSS ANY RUNWAY EXCEPT AS NOTED AND PROVIDED IN PROJECT CONTRACT DOCUMENTS, REFERENCED FAA ADVISORY CIRCULARS, AND THESE PLANS.
 - CONTRACTOR WILL MAINTAIN AIRCRAFT ACCESS TO ALL EXISTING HANGAR AREAS AT ALL TIMES DURING CONSTRUCTION.
 - THE CONTRACTOR WILL HAVE A POWER SWEEPER ON THE SITE WHEN REQUIRED TO SWEEP PAVEMENTS IN WORK AREAS AND HAUL ROUTES AS DIRECTED BY THE ENGINEER.
 - ALL AIRCRAFT TRAFFIC ON ACTIVE RUNWAYS, TAXIWAYS, AND APRONS WILL HAVE PRIORITY AND RIGHT-OF-WAY OVER CONTRACTOR'S TRAFFIC. NO MEN OR EQUIPMENT ARE ALLOWED WITHIN 65.5' OF AN ACTIVE TAXIWAY CENTERLINE OR 250' OF ACTIVE RUNWAY CENTERLINE.
 - NO RUNWAY, TAXIWAY, APRON, OR AIRPORT ROADWAY WILL BE CLOSED WITHOUT WRITTEN APPROVAL FROM THE AIRPORT OWNER WHO WILL THEN FILE THE NECESSARY "NOTICES TO AIRMEN" (NOTAMS) AND/OR ADVISORIES. REQUESTED CLOSINGS WILL BE DIRECTED TO THE AIRPORT MANAGER. NOTAMS REQUIRE 48 HOURS NOTICE.
 - MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE THE HAUL ROUTE AND CONTRACTOR'S STAGING AREA AT THE AIRPORT. THIS SHOULD PRECLUDE DELIVERY TRUCKS FROM TAKING SHORT CUTS THROUGH THE AIRFIELD AND ENTERING INTO NON-APPROVED AIRCRAFT OPERATIONS AREAS INADVERTENTLY.
 - AFTER THE JOB IS COMPLETED, THE CONTRACTOR MUST RESTORE THE MATERIAL STORAGE AND EQUIPMENT AREA TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
- STATE AND LOCAL HIGHWAY LOAD LIMITS APPLY ON ALL HAUL ROUTES. ALL HAUL ROUTES WILL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ALL RUNWAYS, TAXIWAYS AND AIRPORT ROADS SWEEP CLEAN OF ANY DEBRIS INTRODUCED BY HIS/HER CONSTRUCTION EQUIPMENT. ANY LIABILITY OR EXPENSES RESULTING FROM FOREIGN OBJECT DAMAGE TO AIRCRAFT FOUND TO BE CAUSED BY THE CONTRACTOR OR HIS/HER SUBS WILL BE BORNE SOLELY BY THE CONTRACTOR.
 - ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THIS AIRPORT OUTSIDE OF THE DESIGNATED CONSTRUCTION AREA LIMITS OR HAUL ROUTES AS SPECIFIED ON THE PLANS AND IN THE ACTIVE AIRPORT OPERATIONAL AREAS, (AOA), WILL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3' X 3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG WITH EACH CHECKERBOARD COLOR BEING 1" SQUARE. ANY VEHICLE OPERATING IN THE ACTIVE AOA WILL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME TYPE LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
 - ANY CONSTRUCTION ACTIVITY WITHIN 250' OF AN ACTIVE RUNWAY CENTERLINE OR 65.5' FROM AN ACTIVE TAXIWAY CENTERLINE OR OPEN EXCAVATIONS IN EXCESS OF 3 INCHES DEEP WITHIN THE ABOVE AREAS, WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY, OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE AIRPORT MANAGER. ONLY ONE RUNWAY OR TAXIWAY CAN BE CLOSED AT A TIME AND ONLY AT THE APPROVAL OF THE AIRPORT MANAGER. THE CONTRACTOR MUST NOTIFY THE ENGINEER, OWNER RESPONSIBLE, AND AIRPORT MANAGER A MINIMUM OF 48 HOURS PRIOR TO CLOSURE OF ANY RUNWAY.
 - ALL CONTRACTOR'S VEHICLES THAT ARE REQUIRED TO CROSS ACTIVE RUNWAYS, TAXIWAYS, AND APPROACH RUNWAY PROTECTION ZONES MUST DO SO UNDER THE DIRECT CONTROL OF A FLAGMAN. THE FLAGMAN WILL BE TRAINED AND INSTRUCTED BY THE AIRPORT MANAGER AND/OR ENGINEER IN THE REGULATIONS GOVERNING OPERATIONS OF THE AOA AND THE AIRPORT. THE FLAGMAN WILL BE FURNISHED BY THE CONTRACTOR AND POSSESS A UNICOM RADIO TUNED TO FREQUENCY 121.625. AS APPROPRIATE ALL AIRPORT TRAFFIC ON RUNWAYS AND TAXIWAYS WILL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE CONTRACTOR WILL APPROACH THE FIELD ENGINEER FOR INSTRUCTION, PRIOR TO VEHICLE ENCROACHMENT.
 - EXCESS MATERIAL FROM EXCAVATION WILL NOT BE REMOVED FROM THE SITE WITHOUT THE OWNER'S APPROVAL. EXCEPT UNSUITABLE MATERIAL, WHICH MAY BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE OWNER WILL DETERMINE WHAT EXCESS MATERIAL IS UNSUITABLE. EXCESS STOCKPILE AREA TO BE DETERMINED BY THE OWNER.
 - UNLESS OTHERWISE PROVIDED IN THE SUPPLEMENTARY CONDITIONS, CONTRACTOR WILL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS AND LICENSES. THIS INCLUDES THE WIPES CONSTRUCTION PERMIT AND MONITORING AS REQUIRED BY FDEP. THE OWNER WILL ASSIST CONTRACTOR, WHEN NECESSARY, IN OBTAINING SUCH PERMITS AND LICENSES. CONTRACTOR WILL PAY ALL GOVERNMENTAL CHARGES AND INSPECTION FEES NECESSARY FOR THE PROTECTION OF THE WORK WHICH ARE APPLICABLE AT THE TIME OF OPENING OF BIDS, OR, IF THERE ARE NO BIDS, ON THE EFFECTIVE DATE OF THE AGREEMENT. OWNER WILL PAY ALL CHARGES OF UTILITY OWNERS FOR CONNECTIONS FOR PROVIDING PERMANENT SERVICE TO THE WORK.

- THE OWNER RESERVES THE RIGHT TO PERFORM QUALITY ASSURANCE TESTING ON ALL SITE WORK DURING THE CONSTRUCTION PROCESS AS REQUIRED BY THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING QUALITY CONTROL TESTING ON ALL SITE WORK DURING THE CONSTRUCTION PROCESS AS REQUIRED BY THE TECHNICAL SPECIFICATIONS AND AS HE/SHE DEEMS NECESSARY TO ACHIEVE THE GOALS OF THE PROJECT.

EXAMPLE:
THE OWNER WILL PROVIDE QUALITY ASSURANCE TESTING ON THE BASE COURSE (LIMEROCK) MATERIAL TO ENSURE THAT DENSITY, MOISTURE AND THICKNESS REQUIREMENTS ARE CONSTRUCTED AS SPECIFIED IN P-211. HOWEVER, THE CONTRACTOR WILL DEEM IT NECESSARY TO PROVIDE QUALITY CONTROL TESTING DURING THE BASE COURSE (LIMEROCK) CONSTRUCTION PROCESS TO ENSURE THAT HE/SHE CAN MEET THE QUALITY ASSURANCE TESTING REQUIREMENTS.

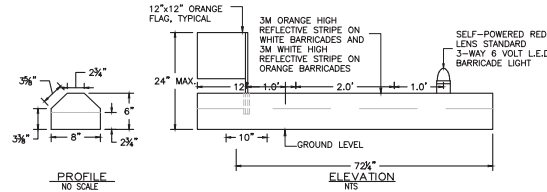
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN AS-BUILT SURVEY FOR THE ENTIRE PROJECT INCLUDING BUT NOT LIMITED TO:

- TOP OF ALL GRATE AND ANY WEIR INVERT ELEVATIONS FOR DRAINAGE STRUCTURES
- INVERT OF ALL CULVERTS AT TERMINATION POINTS
- 25' GRID FOR SPOT ELEVATIONS ON ALL PAVEMENT INCLUDING ALL EDGE OF PAVEMENTS
- TOP AND BOTTOM FOR ALL DRAINAGE SWALES AND PONDS
- 50' GRID FOR SPOT ELEVATIONS OUTSIDE OF PAVEMENT
- ALL PAVEMENT MARKINGS
- ALL UTILITIES INCLUDING ELECTRICAL, SEWER, LIGHTING, ETC.
- FENCE LOCATIONS
- AIRFIELD NAVIGATIONAL AIDS.

THE AS-BUILT SURVEY WILL BE SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEY LICENSED IN THE STATE OF FLORIDA AND TWO (2) SIGNED AND SEALED ORIGINALS OF FULL SIZE SETS AS WELL AS ONE ELECTRONIC COPY WILL BE PROVIDED TO THE COUNTY WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION. TO BE PAID FOR UNDER MOBILIZATION.

SPECIAL PROJECT SAFETY NOTES

- THIS SITE AND SAFETY PLAN IS PART OF THE CONSTRUCTION CONTRACT WHEN EXECUTED BY ALL CONCERNED PARTIES.
- THE CONTRACTOR IS REQUIRED TO FOLLOW FAA ADVISORY CIRCULAR 150/5370-2 (THE LATEST EDITION AVAILABLE AT WWW.FAA.GOV)
- ANY EXTENDED WORK ASSOCIATED WITH THIS PROJECT THAT IS LOCATED WITHIN 250' OF ACTIVE PORTIONS OF RUNWAY 17-35 OR 9-27 WILL REQUIRE TEMPORARY CLOSING OF THE ASSOCIATED RUNWAY. TEMPORARY LIGHTED BARRICADES (SEE DETAIL) MUST BE CONSTRUCTED AT THE LOCATIONS SHOWN ON THIS PLAN AND AS DIRECTED BY THE ENGINEER. ANY EXTENDED WORK REQUIRED WITHIN 65.5' OF ANY TAXIWAY CENTERLINE WILL ALSO REQUIRE A NOTAM ISSUANCE FOR TEMPORARY CLOSURE OF THE TAXIWAY.
- ALL MATERIALS, MEN, AND EQUIPMENT WILL BE MARSHALLED ONTO AIRPORT PROPERTY VIA THE CONTRACTOR'S HAUL ROUTE(S) SHOWN ON THE PLANS. NO OTHER ENTRANCES ARE APPROVED FOR CONSTRUCTION ACCESS.
- THE CONTRACTOR WILL MONITOR AIR TRAFFIC FREQUENCY 119.075 AND ATCT GROUND CONTROL FREQUENCY 121.625 BEFORE, DURING, AND AFTER CROSSING AN ACTIVE RUNWAY OR TAXIWAY. A FLAGMAN WILL BE REQUIRED WHEN CROSSING AN ACTIVE AREA AND WILL BE EQUIPPED WITH THE APPROPRIATE RADIO EQUIPMENT AT ALL TIMES. THE CONTRACTOR MUST REQUEST ACCESS TO AIRCRAFT AREAS WHEN ATCT IS OPERATING AND MUST BE PREPARED FOR GROUND CONTROL INSTRUCTION FROM THE ATCT AND WILL YIELD AT ALL TIMES TO ALL AIRCRAFT. STRICT ADHERENCE TO GROUND MOVEMENT INSTRUCTIONS FROM THE ATCT IS AN ABSOLUTE NECESSITY TO FACILITATE SAFETY ON THE AIRPORT. PROVISIONS FOR WEEKLY SAFETY MEETINGS WILL BE OUTFITTED EITHER WITHIN THE CONTRACT DOCUMENTS OR AT THE PRECONSTRUCTION CONFERENCE. ATCT HOURS OF OPERATION ARE 7 AM TO 7 PM.
- CONTRACTOR'S VEHICLE TRAFFIC WILL BE COORDINATED WITH THE ENGINEER AND THE OWNER. THE CONTRACTOR WILL MAINTAIN ALL ROADS FOR DUST AND DEBRIS ON A DAILY BASIS.
- EXCESS/UNSUITABLE MATERIALS WILL BE REMOVED FROM AIRPORT PROPERTY AT NO ADDITIONAL COST TO THE OWNER.
- THIS SITE AND SAFETY PLAN DOES NOT RELINQUISH THE CONTRACTOR FROM ANY RESPONSIBILITY CONCERNING SAFETY ON AIRPORT PROPERTY. ULTIMATE RESPONSIBILITY RESTS UPON THE CONTRACTOR AT ALL TIMES WITH REGARD TO THE CONTRACTOR'S ACTIVITIES, INCLUDING ANY INCIDENTS OR ACCIDENTS FOUND TO RESULT FROM THESE CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR WILL BE REQUIRED TO CONSTRUCT TEMPORARY ACCESS TO STAGING/STORAGE AREAS, WORK AREA ENTRY, GRADING AND STABILIZING AS NECESSARY TO PROVIDE SAFE ACCESS TO THE CONSTRUCTION AREA. COST ASSOCIATED WITH ACCESS, CONSTRUCTION, MAINTAINING ACCESS, AND RESTORATION OF THE AREA TO ITS ORIGINAL CONDITION (INCLUDING GRADING AND RE-Seeding) WILL BE INCLUDED IN THE MOBILIZATION ITEM AND WILL NOT BE PAID FOR SEPARATELY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ASSESSING HAUL ROUTES PRIOR TO BIDDING.
- AREAS SHOWN ON PREVIOUS SHEETS ARE ILLUSTRATIVE ONLY. REFER TO PLANS WHICH FOLLOW FOR ACTUAL LIMITS OF WORK.
- THE CONTRACTOR WILL PLACE A TEMPORARY "TRUCKS ENTERING HIGHWAY" SIGN 1000' (FEET) FROM INTERSECTION OF HAUL ROUTE ACCESS ROAD. (SEE FDOT INDEX NO. 630, SHEET 1 OF 3, FOR DETAILS AND INFORMATION).
- NO ADDITIONAL PAYMENT WILL BE MADE FOR THE WORK SHOWN ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY WILL BE INCLUDED ON OTHER WORK ITEMS.
- ALL SECURITY/ACCESS GATES WILL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
- THE CONTRACTOR MUST KEEP ALL ACTIVE PAVEMENT SURFACES (ARPSIDE AND LANDSIDE) CLEAN AND FREE OF DEBRIS. A POWER BROOM AND/OR SWEEPER TRUCK MUST BE ON SITE AND AVAILABLE AT ALL TIMES FOR CLEANING PAVEMENT SURFACES. PROJECT PAVEMENT SURFACES AND HAUL ROUTES MUST BE SWEEPED WITH A POWER BROOM AND/OR SWEEPER TRUCK AT THE END OF EACH WORK DAY. NO DIRECT PAYMENT WILL BE MADE FOR THE CLEANING AND MAINTAINING OF EXISTING PAVEMENTS, AS IT IS NECESSARY AND INCIDENTAL PORTION OF THE WORK.
- THE CONTRACTOR MUST PROVIDE WATER TRUCK AS NEEDED FOR DUST CONTROL. NO DIRECT PAYMENT WILL BE MADE FOR CONSTRUCTION SITE DUST CONTROL, AS IT IS NECESSARY AND INCIDENTAL PORTION OF THE WORK.



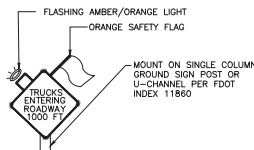
TYPICAL WATER BARRICADE

NTS



BARRICADES NOTES:

- BARRICADE CONSTRUCTED OF HIGH IMPACT, UV-RESISTANT POLYETHYLENE AS MANUFACTURED BY NEUBERT AERO CORP. (1-877-NAC-ARPT) OR SIMILAR APPROVED EQUAL.
- EACH UNIT WILL INCLUDE RED STANDARD 3-WAY LIGHT, 12" ORANGE FLAG AND 3M HIGH REFLECTIVE ORANGE TAPE.
- BARRICADES WILL BE PLACED AS SHOWN ON THESE PLANS OR AS DIRECTED BY THE RESIDENT ENGINEER.
- SEE TECHNICAL SPECIFICATIONS FOR MANUFACTURER CUT OUT SHEETS.
- BARRICADES MUST BE FILLED WITH WATER TO PREVENT MOVEMENT ONCE PLACED.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY BARRICADES FOR THE DURATION OF THE PROJECT.
- ALL BARRICADES WILL BE SPACED NO MORE THAN 6 FEET APART END TO END.
- ALL BARRICADES WILL BE IN PLACE PRIOR TO STARTING CONSTRUCTION.



TYPICAL TEMPORARY CONSTRUCTION SIGN DETAIL

NTS

SIGN MUST BE IN PLACE THROUGH-OUT CONSTRUCTION, AND AT ALL LOCATIONS SHOWN ON PREVIOUS SHEET. SIGN MUST BE REFLECTIVE AND MUST CONFORM TO FDOT STANDARDS. SIGN MUST HAVE AN ORANGE FLAG AND AN AMBER FLASHING LIGHT. CONTRACTOR WILL MAINTAIN ALL EXISTING ROADWAYS AND CONSTRUCTION SIGNAGE THROUGHOUT THE PROJECT.

ENGINEER OF RECORD

IRYNA S. AFONG
FL LICENSE NO. 80310

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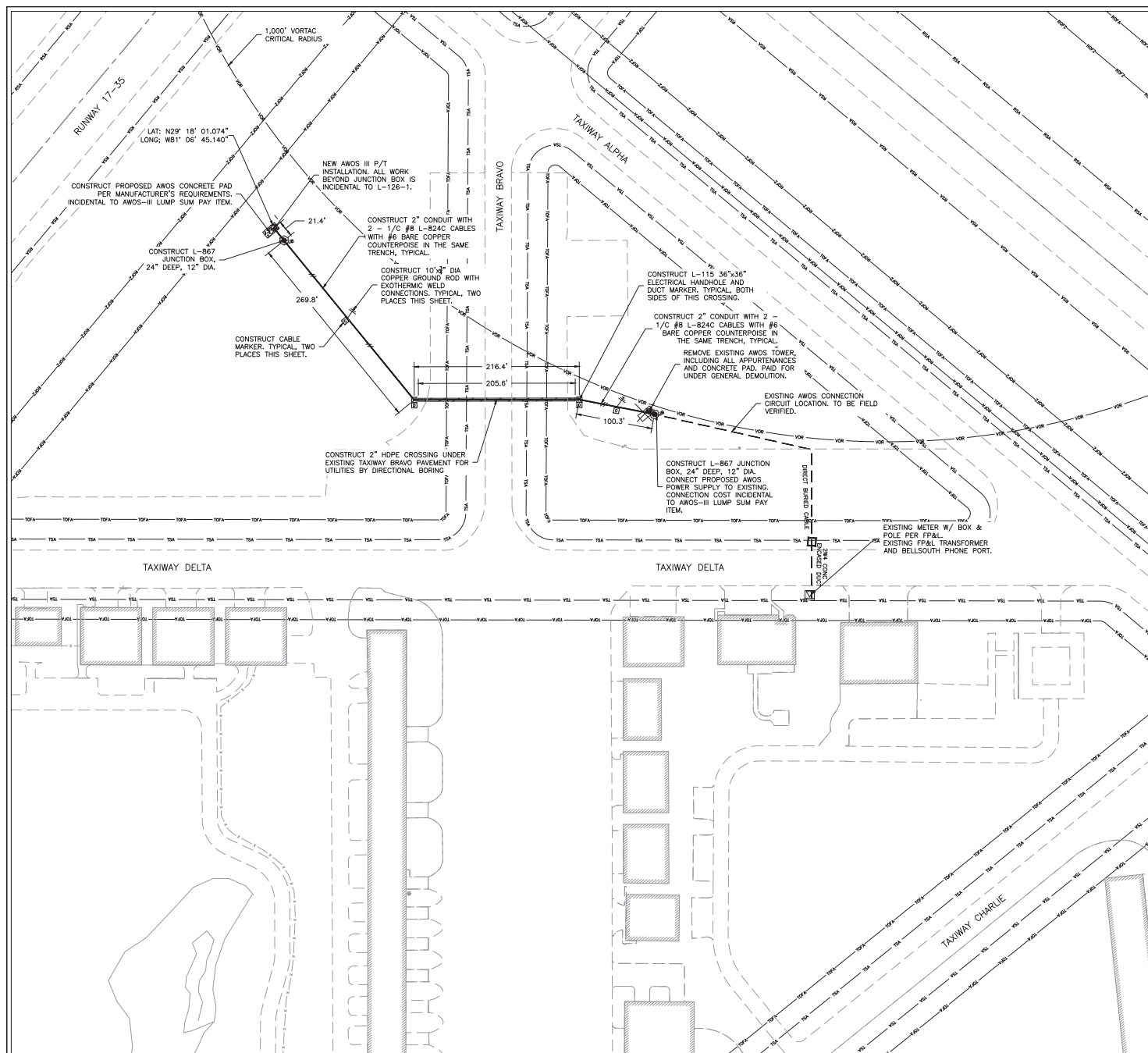
PROJECT NO.	22-88701
CADD FILE	22.088701003

05 E. WYCHEL HANCOCK ROAD, SUITE 200 DOWD, FL 32765 (407) 360-1919 Web: www.hoyletanner.com	CHG. BY WJM
DES. BY ISA	CHK. BY ISA

SCALE: GRAPHIC	DATE: MARCH 2022
SITE AND SAFETY NOTES AND DETAILS	

ORMOND BEACH MUNICIPAL AIRPORT AUTOMATED WEATHER OBSERVING SYSTEM LEVEL 3 P/T (AWOS III P/T)
--

DRAWING
3
SHEET 3 OF 5



NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION, PERMITS, AND FEES NECESSARY TO ARRANGE FOR POWER AND TELEPHONE SERVICE FOR THE AWOS-III.
2. THE BIDDER MUST ARRANGE FOR ALL FAA COMMISSIONING AND INSPECTIONS, AND MUST PROVIDE QUALIFIED PERSONNEL TO TEST, DEMONSTRATE, AND TRAIN AIRPORT MAINTENANCE PERSONNEL TO FAA AC 150/5220-16E.
3. THE BIDDER MUST COMPLY WITH FAA ORDER 6560.20C.
4. ALL DIMENSIONS AND COORDINATES ARE TO THE BASE OF THE WIND TOWER.
5. THE WIND TOWER MUST FACE TRUE NORTH.
6. AWOS POWERED BY SINGLE PHASE 120/240 V AC SERVICE, 30 AMP MAX. PRIMARY POWER CABLE = 3 WIRE #8 THWN COPPER (INSULATED) RATED TO 50 AMPS, 2001V.
7. THE FEDERAL AVIATION ADMINISTRATION HAS MANDATED THAT THE MAXIMUM HEIGHT OF THE AWOS ABOVE MEAN SEA LEVEL MAY BE NO GREATER THAN 51.17'. BIDDER MUST ADHERE TO THIS REQUIREMENT. THE ELEVATION OF EXISTING GROUND = 21.50'.
8. AWOS MUST BE AN AWOS III P/T WITH A TYPE CERTIFICATION APPROVAL AND BE IN ACCORDANCE WITH SPECIFICATION L-126, FAA ADVISORY CIRCULAR NO. 150/5220-16E AND FAA ORDER NO. 6560.20C.
9. CONTRACTOR MUST BE EXPERIENCED IN AT LEAST 3 PRIOR AWOS INSTALLATIONS.
10. CONTRACTOR MUST RETAIN A LAND SURVEYOR TO DETERMINE AWOS SITE LOCATION. CONTRACTOR'S SURVEYOR MUST ALSO DETERMINE TRUE NORTH AND SET TWO PERMANENT CONCRETE SURVEY MARKERS AS SHOWN ON AWOS DETAILS. THE TOP OF THE MARKERS MUST BE SET AT THE DETERMINED GROUND ELEVATION OF THE AWOS.
11. THE CONTRACTOR MUST PROVIDE THE NECESSARY MANUALS AND DOCUMENTATION REQUIRED IN SPECIFICATION L-126 AND FAA AC 150/5220-16E.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A FULLY OPERATIONAL AWOS III P/T THAT IS COMMISSIONED BY THE FAA. THE CONTRACTOR IS CAUTIONED THAT FCC FREQUENCY APPROVAL AND FAA COMMISSIONING REQUIRE LONG LEAD TIMES FOR SCHEDULING.
13. AT LEAST 2 GROUNDING RODS MUST BE PLACED ON THE COUNTERPOISE SYSTEM.
14. BIDDER MUST BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND CABLE AND DUCT. CONTRACTOR MUST NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO PROCEEDING WITH ANY WORK.
15. CONTRACTOR MUST TAKE EXTREME CAUTION WHEN EXCAVATING FOR THE PROJECT, USING HAND EXCAVATING IF NECESSARY.
16. CABLE MARKERS MUST BE PLACED AT EVERY CHANGE IN CABLE DIRECTION AND SPACED AT 200' INTERVALS ALONG STRAIGHT CABLE RUNS PER SPEC ITEM L-108-3.4.
17. SEE LIGHTING DETAILS SHEET FOR SPLICE CONNECTION DETAILS IN CASE OF A CUT.
18. BIDDER IS RESPONSIBLE FOR OBTAINING ALL ORMOND BEACH MUNICIPAL AIRPORT ELECTRICAL REFERENCE PLANS. A COPY OF THE PLAN EXISTS IN THE ELECTRICAL VAULT.
19. IF ANY OPERATING CABLE IS CUT DURING CONSTRUCTION, CONTRACTOR MUST NOTIFY THE ENGINEER AND AIRPORT MANAGEMENT IMMEDIATELY. CONTRACTOR MUST SPLICE CABLE WITH AN L-923 CONNECTOR KIT AND PLACE SPLICE MARKER DIRECTLY OVER THE SPLICE BEFORE PROCEEDING WITH ANY FURTHER WORK. SPLICING AND MARKERS MUST BE AT CONTRACTORS EXPENSE. NO DEVIATIONS WILL BE ACCEPTED.
20. THE CONTRACTOR MUST ENSURE EACH DAY BEFORE LEAVING THE SITE THAT ALL CIRCUITS LOCATED IN THE WORK AREA ARE OPERATING AT AN ACCEPTABLE LEVEL. NO DEVIATIONS WILL BE ACCEPTED.
21. JUNCTION BOXES ARE TO BE INSTALLED AT ALL LOCATIONS AS SHOWN ON THESE PLANS. SEE DETAILS FOR MORE INFORMATION.
22. COORDINATES SHOWN ON THESE PLANS ARE BASED ON THE NAD 83 STATE PLANE GRID FOR FLORIDA. LATITUDE AND LONGITUDE COORDINATES ARE CONVERTED FROM THE STATE PLANE VALUES. CITY FORCES/BIDDER MUST USE THE STATE PLANE COORDINATES TO LOCATE THE AWOS-III P/T.
23. ALL CONTRACTOR DAMAGED/DISTURBED AREAS MUST BE RESTORED TO PREVIOUS CONDITION OR BETTER.
24. THE FOLLOWING UTILITIES AND CONTACT NAMES ARE AN INTEGRAL PART OF THIS PROJECT:

AWOS POWER: FLORIDA POWER & LIGHT CO. (386)254-2352
 AIRPORT MANAGEMENT: STEVEN LICHTER (386)615-7019

CONSTRUCT AWOS-III P/T AT THESE
 STATE PLANE COORDINATES:
 N: 1805501.248
 E: 620296.718
 CONVERTED LAT/LONG:
 LATITUDE: 29° 18' 01.074" N
 LONGITUDE: 81° 06' 45.140" W



GRAPHIC SCALE



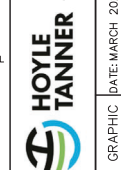
ENGINEER OF RECORD

IRYNA S. AFONG
 FL. LICENSE NO. 80310

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PROJECT NO.
22.88701
 CADD FILE
22.88701004

05 E. HYDRELL HAMMOCK ROAD,
 SUITE 200 DOWD, FL 32165
 (407) 300-1919 Web: www.hoyletanner.com



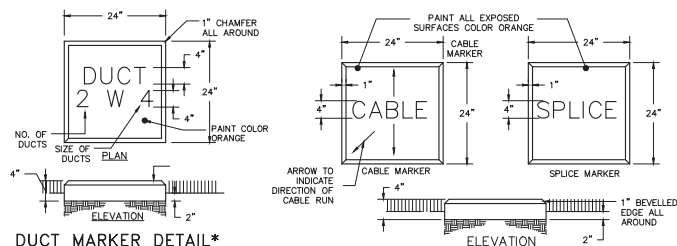
SCALE: GRAPHIC DATE: MARCH, 2022

ORMOND BEACH MUNICIPAL AIRPORT
 AUTOMATED WEATHER OBSERVING
 SYSTEM LEVEL 3 P/T (AWOS III P/T)
 AWOS DEMOLITION AND LAYOUT PLAN

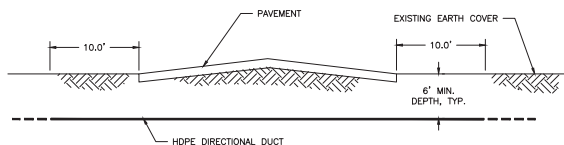
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SHEET 4 OF 5

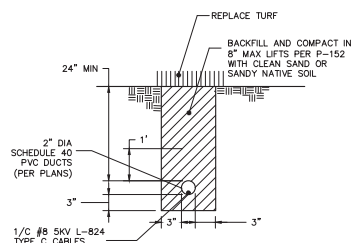


- GENERAL CONCRETE MARKER NOTES:**
1. LETTER APPROX. 3" WIDE TO FIT, AND 4" HIGH WIDTH OF STROKE 1/2" X 1/4" DEEP.
 2. INSCRIBE THE WORD "DUCT" AT DUCT MARKER LOCATIONS, "CABLE" AT CABLE CHANGE LOCATIONS, AND "SPLICE" AT SPLICE LOCATIONS. INSCRIBE ARROWS FOR ALL CABLE RUN DIRECTIONS.
 3. CONTRACTOR MUST UTILIZE FORMED LETTERS (STYROFOAM) OR EQUAL TO MAKE IMPRINTS IN CONCRETE MARKERS.
 4. CONCRETE PER FAA SPEC P-610.
 5. SPLICE MARKERS PAID FOR BY JUNCTION BOX UNIT PRICE.
 6. PAINT ALL EXPOSED SURFACES COLOR ORANGE.
 7. INSTALL IN ACCORDANCE WITH FAA SPEC L-110.
 8. ALL EXPOSED EDGES MUST HAVE 1" BEVEL.

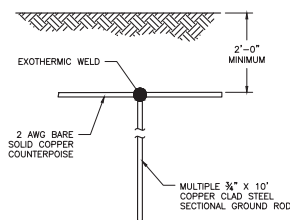


NOTE:

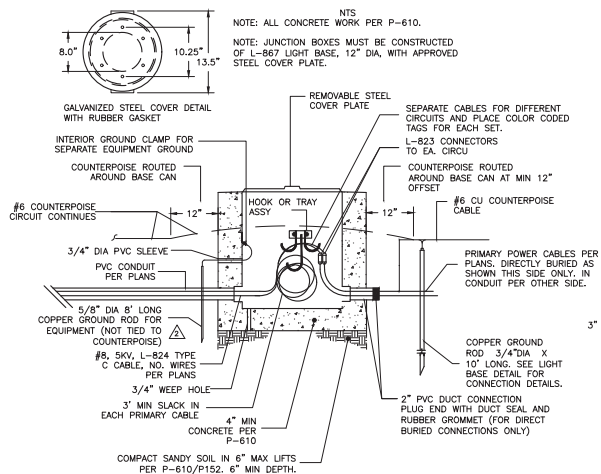
DIRECTIONAL BORE DUCT NOT ACHIEVING PROPER MINIMUM DEPTH WILL NOT BE PAID FOR. DIRECTIONAL BORE DUCT MORE THAN 10' OUTSIDE THE PAVEMENT EDGE AT PROPER DEPTH MAY BE INCORPORATED INTO THE WORK BUT WILL BE PAID FOR AS FINISHED DIRECT BURIED DUCT. INSTALL #2 AWG BARE SOLID COPPER COUNTERPOISE WITH DIRECTIONAL BORE DUCT-EXTERNAL TO DUCT.



1 WAY 2" DIA CABLE IN CONDUIT TRENCH DETAIL (IN SOIL)
NTS



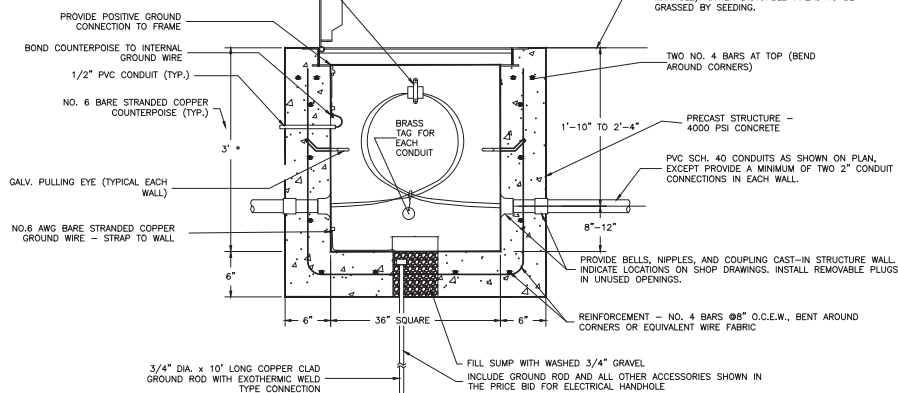
JUNCTION BOX (L-867 BASE, TYP)



L-867 JUNCTION CAN DETAIL

NTS
FOR USE AT JUNCTION, SPLICE, OR DUCT END LOCATIONS OR CONVERTING FROM DIRECT BURIED CABLE TO CABLE IN CONDUIT

CONDUCTORS SHALL BE NEATLY COILED AND STRAPPED TO WALL, USING SECTION OF RADIATOR HOSE OR EQUIVALENT UNDER GALVANIZED STRAP. UP TO EIGHT (8) CONDUCTORS (4 CKTS.) MAY BE PLACED IN EACH STRAP. KEEP "LINE-VOLTAGE" CIRCUIT (SUCH AS PAPI) SEPARATE FROM SERIES CIRCUIT.



PCC ELECTRICAL PRECAST HANDHOLE

NTS

NOTES:

1. HANDHOLE MUST SUPPORT 60,000 LB. LOADING.
2. ALL CONCRETE AND STEEL PER P-610 SPEC.



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: October 5, 2022

Subject: 1405 North U.S. Highway 1, Annexation

Commission Goal: Community Development - Develop an annexation policy for future growth

Introduction

This is a voluntary request for an annexation submitted by the property owner, Vanacore Commercial Properties, LLC, for approximately 5.26 acres located at 1405 North United States (U.S.) Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).

Background

The property has an existing city land use of "Low Intensity Commercial" and a city zoning designation of Planned Business Development (PBD). The city zoning was implemented with Ordinance 2015-14 that incorporated the Volusia County zoning approval within Volusia County Resolution 2010-233. The existing PBD zoning designation allows a variety of commercial uses. Site construction on the subject property started in 2011 but no building improvements have been constructed on the property. The property owner has submitted a Site Plan Review Committee (SPRC) application for an indoor self-storage facility that includes a three-story building of approximately 128,214 square feet. The proposed project would require a connection to city utilities which requires annexation. The indoor self-storage facility would require an amendment to the PBD zoning document that would require (1) neighborhood meeting, (2) Planning Board review and (3) City Commission action.

Discussion

The property at 1405 North U.S. Highway 1 is contiguous to the city on the northern and western property boundaries. In addition, the property is within the ISBA which allows annexation whether or not the property was contiguous to the city boundaries. There are existing force mains of 12 inches (east side of U.S. 1) and 8 inches (west side of U.S. 1) to serve the property. There is an existing water line on the east side of U.S.

Highway 1 to serve the property.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

There is no citizen impact anticipated with this annexation because the property is already within the ISBA with city land use and zoning. Future development would undergo a public hearing process with the ability for individuals to review and provide input on the proposed site plan.

Recommendation

It is recommended that the City Commission approve the annexation of approximately 5.26 acres located at 1405 North U.S. Highway 1, based on the following:

1. The property is within the ISBA area;
2. The subject property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area;
3. There is adequate city infrastructure to serve the subject property;
4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and
5. The subject property is contiguous to the city limits along the north and west property boundaries.

Attachments:

- 22-28 1405 North US Highway 1 Annexation (P22-0134G) (PDF)
- Exhibit A, legal description 1405 N US HWY 1 (PDF)
- Exhibit B, Public Hearing Application (PDF)
- 1405 N US HWY Map Series (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/29/2022


Claire Whitley, Assistant City Manager 9/13/2022

APPROVED BY:



Joyce A. Shanahan, City Manager 9/13/2022

ORDINANCE NO. 2022-28

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3136-01-45-0010; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Vanacore Commercial Properties, LLC, a Florida Limited Liability Company, is the owner of a parcel of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (“the Property”); and

WHEREAS, the Property to be annexed consists of approximately 5.26 acres (Parcel ID No. 3136-01-45-0010) and is located at the intersection of Pine Tree Drive and North U.S. Highway 1 at 1405 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, Vanacore Commercial Properties, LLC, has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014,

(Recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City’s *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City’s boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991); and

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, and the ISBA have been satisfactorily met; now therefore,

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

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit "B" bears the signature of the owner of the Property to be annexed at the time the petition was submitted to the City;
- (b) Vanacore Commercial Properties, LLC, a Florida Limited Liability Company, is the owner of the Property listed in Exhibit "A" attached hereto;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to Section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code*;
- (d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the property;
- (e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to Section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code*; and

- (f) The Property is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

SECTION THREE. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 21st day of September, 2022.

PASSED UPON at the second and final reading of the City Commission, this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

Page 2 of 2

LEGAL DESCRIPTION**(from J.J. Matejka & Associates, Inc. survey – electronically signed/sealed August 8, 2022)**

A PORTION OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 36, RUN NORTH $0^{\circ} 22'25''$ EAST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 654.31 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT RIGHT OF WAY, THENCE NORTH $47^{\circ} 22'44''$ WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1003.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PINE TREE DRIVE, A 170 FOOT RIGHT OF WAY PER MAP BOOK 35, PAGES 40 THROUGH 45, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH $47^{\circ} 22'44''$ WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 327.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH $42^{\circ} 37'16''$ EAST, A DISTANCE OF 580.00 FEET; THENCE SOUTH $47^{\circ} 22'44''$ EAST, A DISTANCE OF 516.05 FEET TO THE WESTERLY RIGHT OF SAID PINE TREE DRIVE, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 785.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH $80^{\circ} 19'00''$ WEST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF $37^{\circ} 41'44''$, A DISTANCE OF 516.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $42^{\circ} 37'16''$ WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF $90^{\circ} 00'00''$, A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

Legal Description taken from Official Records Book 6310, page 1924.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org**INSTRUCTIONS**

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	Annexation & Rezoning to BPUD		*Complete fee sheet (page 3)
Project Name:	US1 & Pine Tree Stor-It		
Project Address:	1405 N US Hwy 1, Ormond Beach, FL 32174		
Volusia County parcel number(s):	3136-01-45-0010		
Description:	Construct on a 5.26 acre parcel a 3-story 128,214 SF building which includes 2,500 SF office and 125,714 SF air-conditioned storage, 38 parking stalls, drainage, utilities including private lift station, signage, sidewalks, landscape and irrigation improvements.		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Parker Mynchenberg & Associates, Inc.
Address:	1729 Ridgewood Ave.
City, State, Zip code:	Holly Hill, FL 32117
Telephone:	386-677-6891
E-mail:	info@parkermynchenberg.com

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	Vanacore Commercial Properties, LLC		
Address:	1451 US Hwy 1 Ste 13		
City, State, Zip code:	Ormond Beach, FL 32174		
Telephone:	386-547-4373		
E-mail:	scott.vanacorehomes@gmail.com		

PROPERTY OWNER	
Same as project coordinator	Same as property owner
Name:	Vanacore Commercial Properties, LLC
Address:	1451 US Hwy 1 Ste 13
City, State, Zip code:	Ormond Beach, FL 32174
Telephone:	386-547-4373
E-mail:	scott.vanacorehomes@gmail.com

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	E-mail:
Name:	E-mail:
Name:	E-mail:
Name:	E-mail:

CERTIFICATION

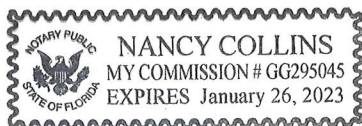
By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 22nd day of July, 2022, by John Scott Vanacore as Managing Member (title*) for Vanacore Comm Prop LLC (name of corporation*), who () provided _____ as identification, or (X) who is personally known to me.



Nancy Collins
 Notary Public, State of Florida
 My Commission Expires: 1/26/23

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

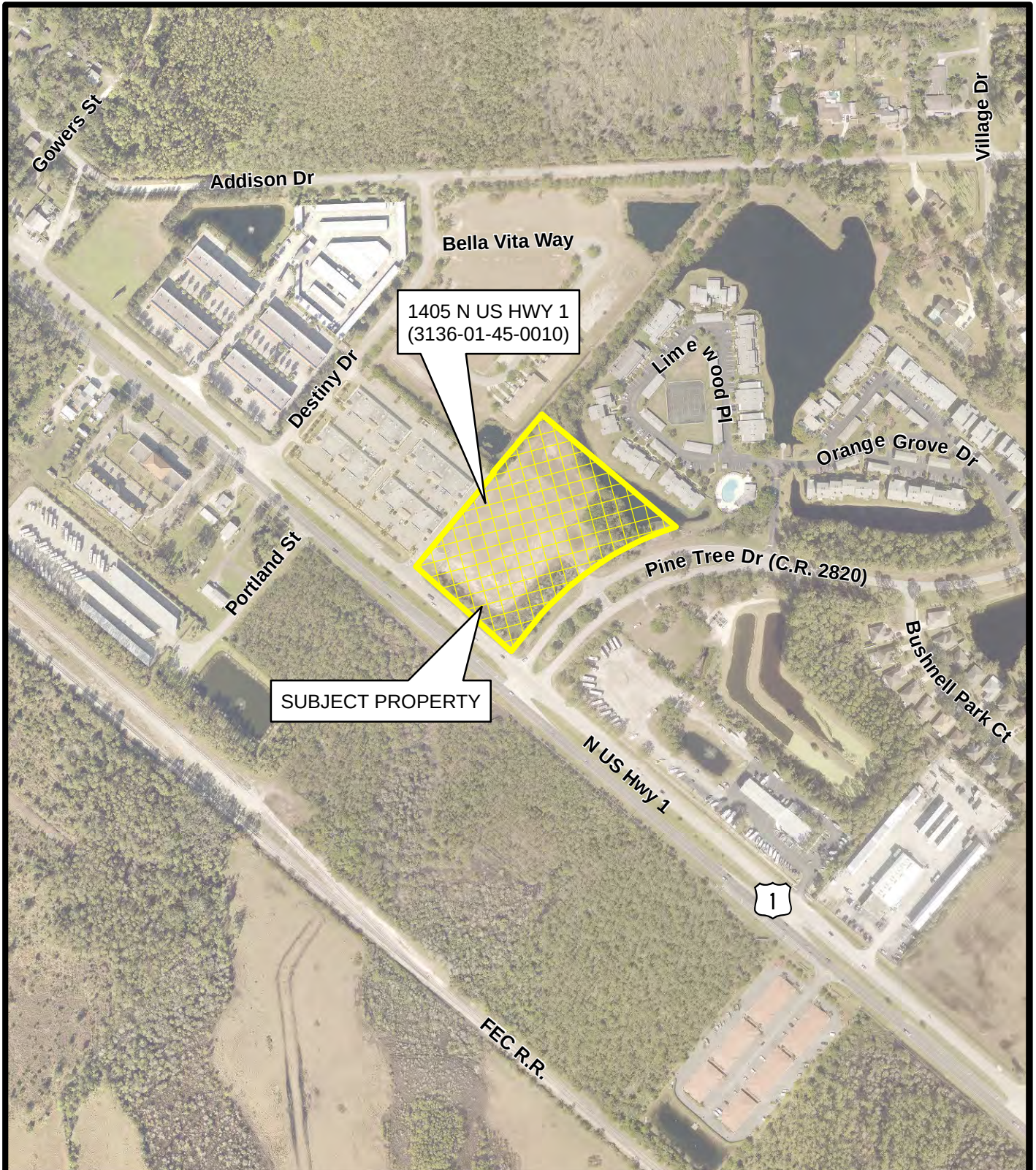
comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

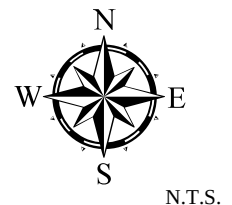
PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

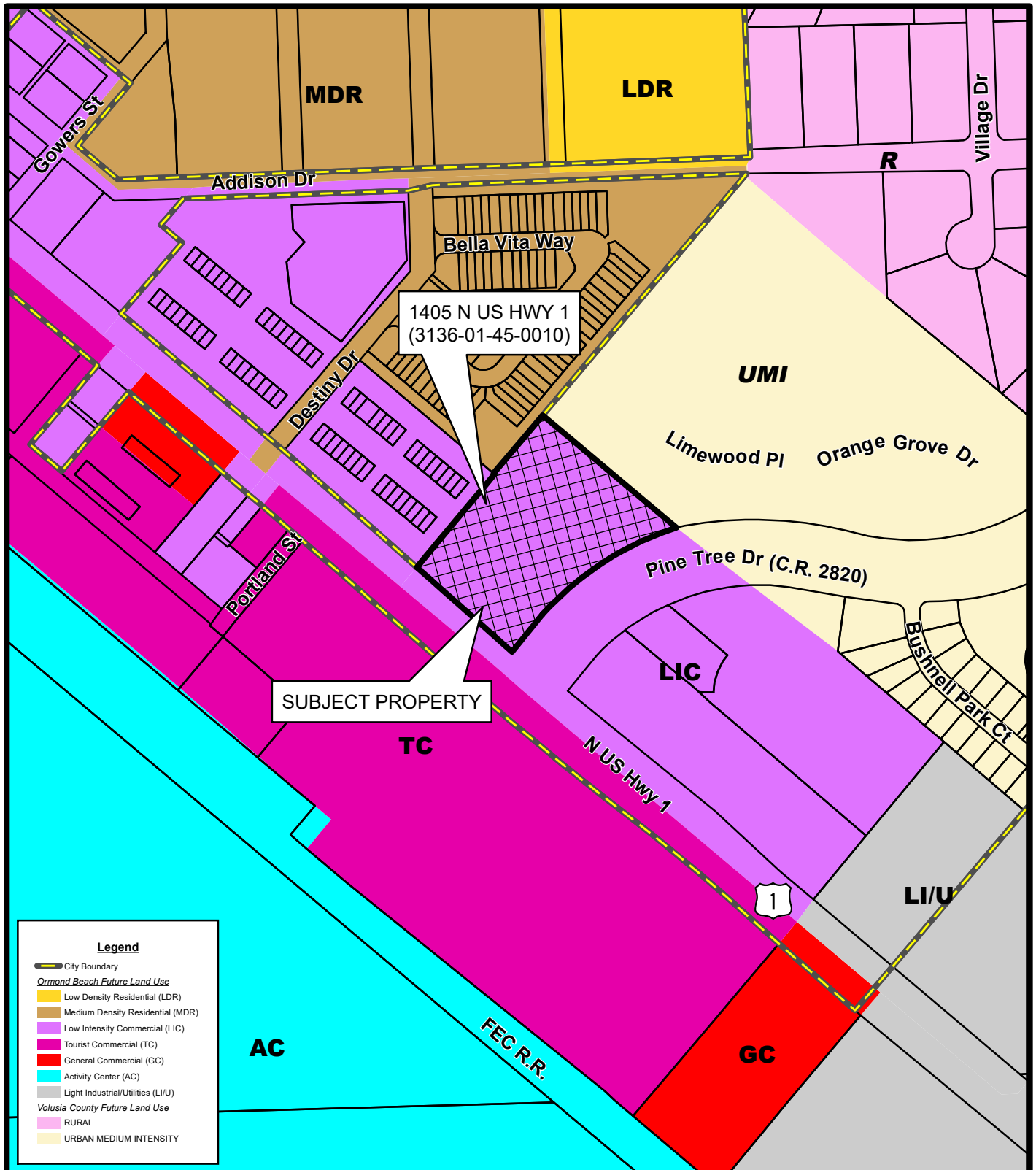
Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☒	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☒	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:			\$4,900	



**AERIAL MAP
1405 N US HIGHWAY 1
(3136-01-45-0010)**

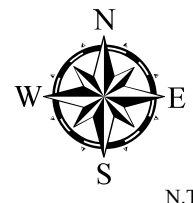
Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022

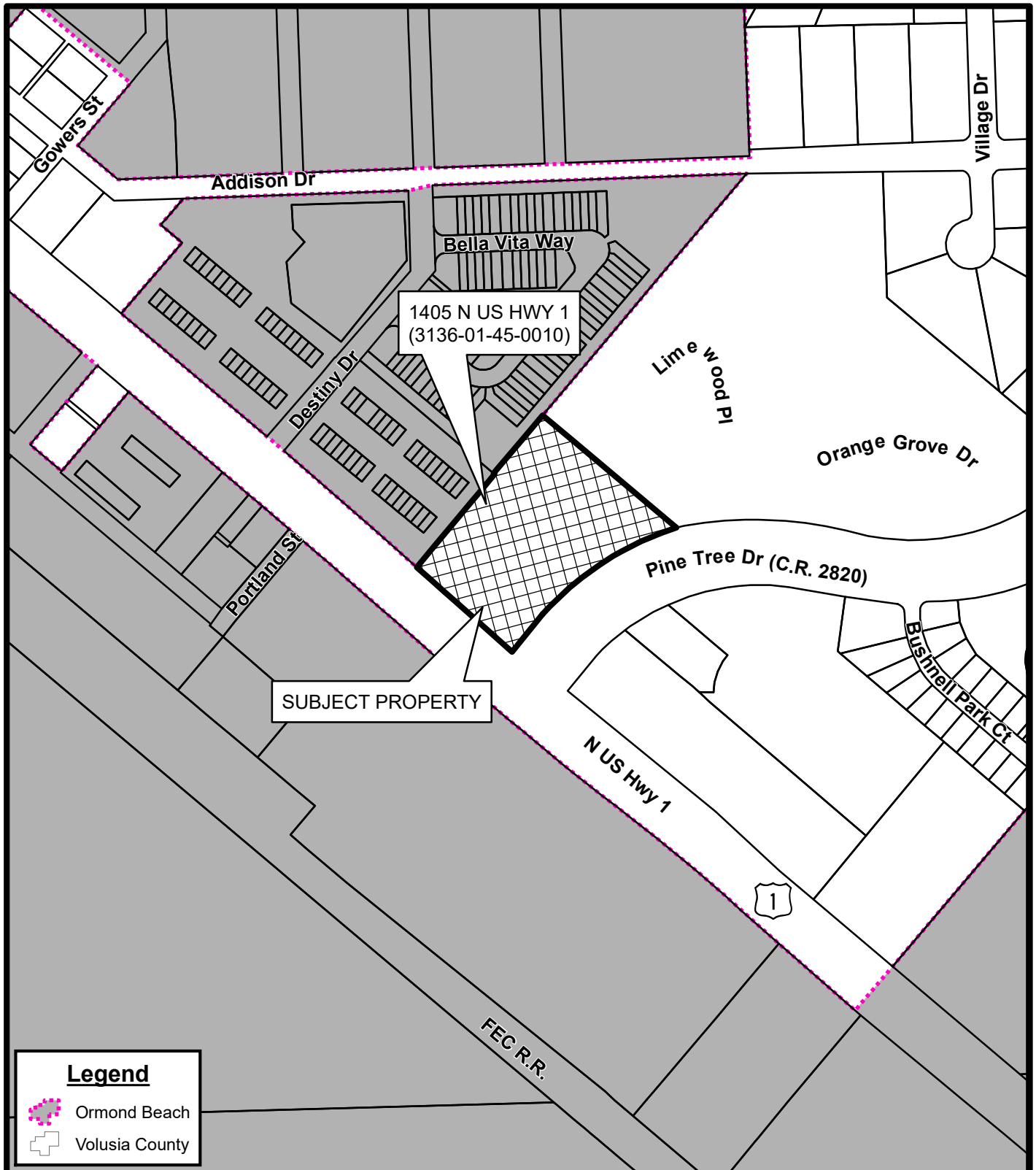




FUTURE LAND USE MAP
1405 N US HIGHWAY 1
(3136-01-45-0010)

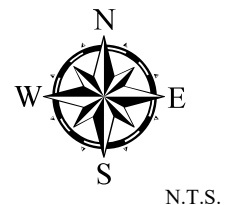
Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022

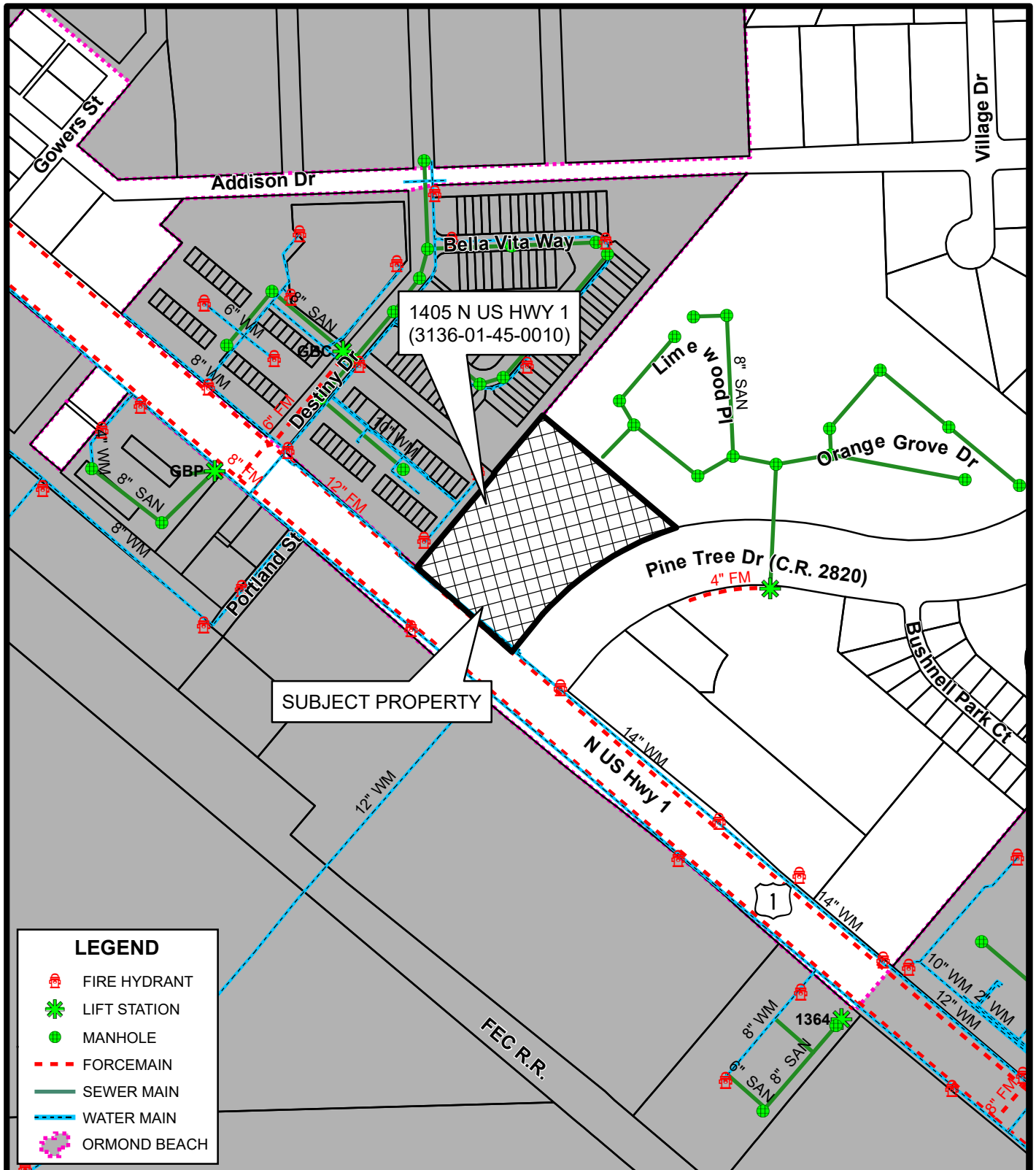




LOCATION MAP
1405 N US HIGHWAY 1
(3136-01-45-0010)

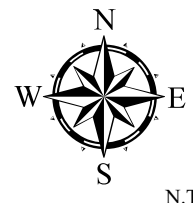
Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022



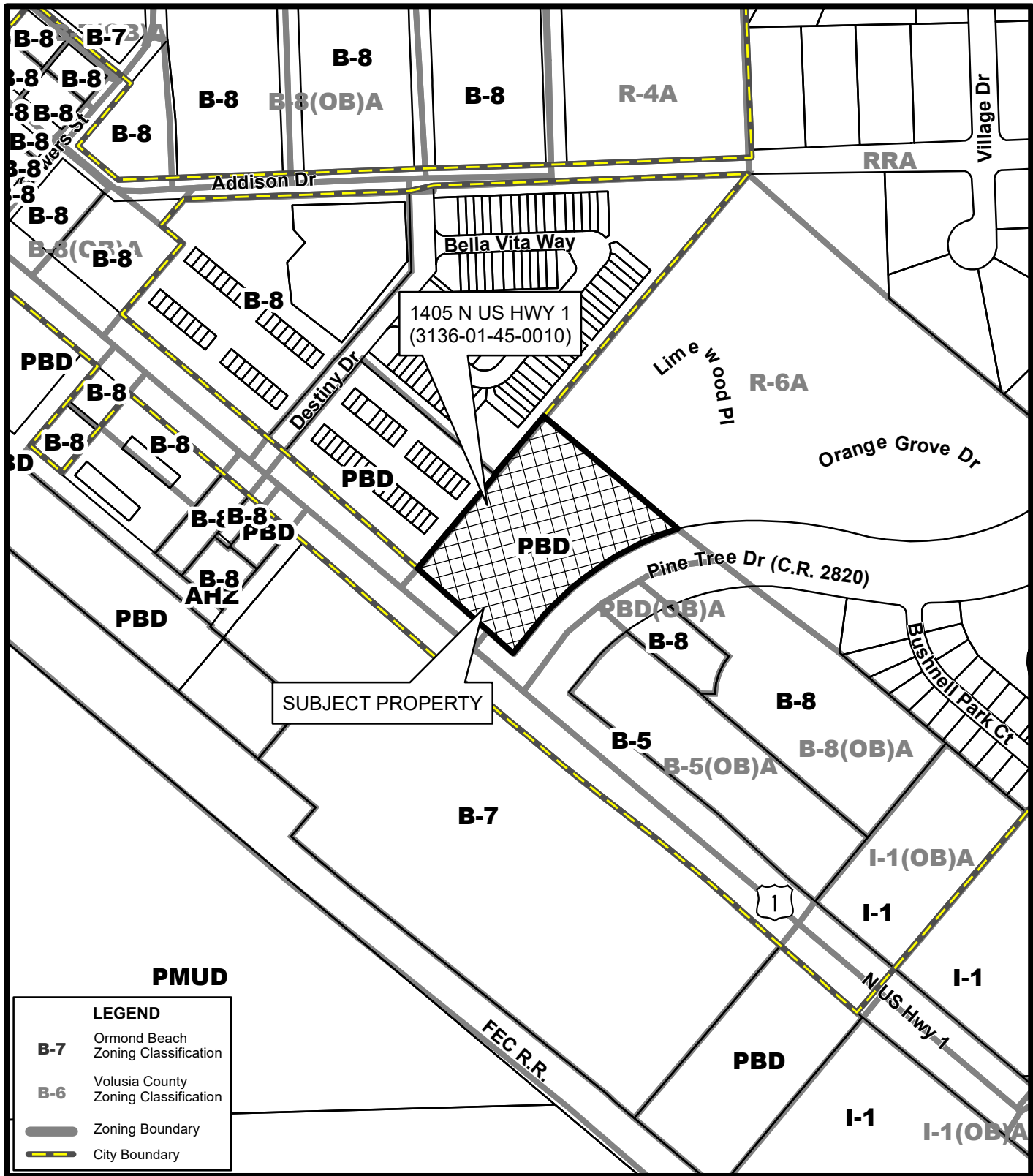


UTILITIES MAP
1405 N US HIGHWAY 1
(3136-01-45-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022

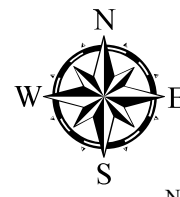


N.T.S.



**ZONING MAP
1405 N US HIGHWAY 1
(3136-01-45-0010)**

Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022





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: October 5, 2022

Subject: Land Use Map Amendment, Volusia County parcels - Plantation Oaks Blvd. & Old Dixie Highway

Commission Goal: Community Development - Other

Introduction

This is a request from the County of Volusia for a Small-Scale Comprehensive Plan Land Use Map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach “Low Density Residential” and Volusia County “Urban Low Intensity” to Ormond Beach “Recreation/Open Space”.

Background

The subject property includes three parcels as follows:

Parcel	Existing land use
3124-00-00-0022	Ormond Beach “Low Density Residential”
3239-03-17-0130	Volusia County “Urban Low Intensity”
3239-03-07-0100	Ormond Beach “Low Density Residential”

Parcels 3124-00-00-0022 and 3239-03-07-0100 were formerly part of the Plantation Oaks Planned Residential Development and total of 33.10± acres. This land area has an existing conservation area dedicated to the St. Johns River Water Management District for 175' that abuts the Old Dixie Highway right-of-way. The two parcels were purchased by Volusia County for park land and land preservation. The 33.10± acres were removed from the Plantation Oaks Planned Residential Development with Ordinance 2022-16 and are now being assigned land use and zoning designations consistent with the park land and land preservation purpose. Parcel 3239-03-17-0130 was also acquired by Volusia County and is 0.21 acres and was recently annexed. This parcel is to be combined with the 33.10± acres for parkland and land preservation purposes. The application for the land use and zoning amendments states, “The County

is planning to build a passive recreational trail through the property to compliment the Ormond Scenic Loop". The property is within the National Gardens Development of Regional Impact. The proposed land use is "Recreation/Open Space" and the proposed zoning would be SE, Special Environmental.

Discussion

The requested land use amendment seeks to change the land use designation of the subject property from Ormond Beach "Low Density Residential" and Volusia County "Urban Low Intensity" to Ormond Beach "Recreation/Open Space" on the Future Land Use Map, see Attachment 1. The intended use of the property is for land preservation and park land use, such as a recreational trail.

Planning Board

The Planning Board reviewed the land use map amendment at the August 11, 2022 meeting and recommended approval with a 5-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

There is no citizen impact anticipated with this land use amendment. The application seeks to align the land use with the intended purpose of land preservation and park land use, such as a recreational trail.

Recommendation

It is recommended the City Commission approve the Future Land Use Map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach "Low Density Residential" and Volusia County "Urban Low Intensity" to Ormond Beach "Recreation/Open Space". If approved, City staff would transmit the land use amendment to the Volusia County Growth Management Commission and the State Department of Economic Opportunity. The Planning Board recommended approval of the amendment with a 5-0 vote at the August 11, 2022, meeting.

Attachments:

- 22-29 Volusia County Parkland Parcels - Land Use Map Amendment (P22-0133G) (PDF)
- Exhibit A, Legal Description (PDF)

- Exhibit B, VC_PO_AMEND_FLU (PDF)
- 08.11.2022, Volusia County parkland parcels, land use, PB Staff Report (PDF)
- Draft Planning Board minutes (08.11.22) Volusia County Parkland FLUMA (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/29/2022


Claire Whitley, Assistant City Manager 9/13/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/13/2022

ORDINANCE NO. 2022-29

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 33.31± ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00-0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH “LOW DENSITY RESIDENTIAL” AND VOLUSIA COUNTY “URBAN LOW INTENSITY” TO ORMOND BEACH “RECREATION/OPEN SPACE”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the County of Volusia (“Property Owner”) is the fee simple owner of certain real property consisting of approximately 33.31 acres being generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County Property Appraiser parcel numbers: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, Ormond Beach, Florida, which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Property Owner submitted an application to amend the City’s Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation for the Property described and depicted in Exhibit “A”, from Ormond Beach “Low Density Residential” and Volusia County “Urban Low Intensity” to Ormond Beach “Recreation/Open Space” as depicted in Exhibit “B” attached hereto and incorporated herein, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City's local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The future land use designation on the Future Land Use Map of the *Comprehensive Plan* is hereby changed for three parcels of real property totaling 33.31± acres generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County Property Appraiser parcel numbers: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, Ormond Beach, Florida, as legally described and depicted in Exhibit “A” attached hereto, from Ormond Beach “Low Density Residential” and Volusia County “Urban Low Intensity” to Ormond Beach “Recreation/Open Space” as described and depicted in Exhibit “B”.

SECTION THREE. In order to make the City of Ormond Beach Comprehensive Plan, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach Comprehensive Plan and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and to any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (November 5, 2022); provided, however, that if challenged within 30 days after adoption (November 4, 2022), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 21st day of September, 2022.

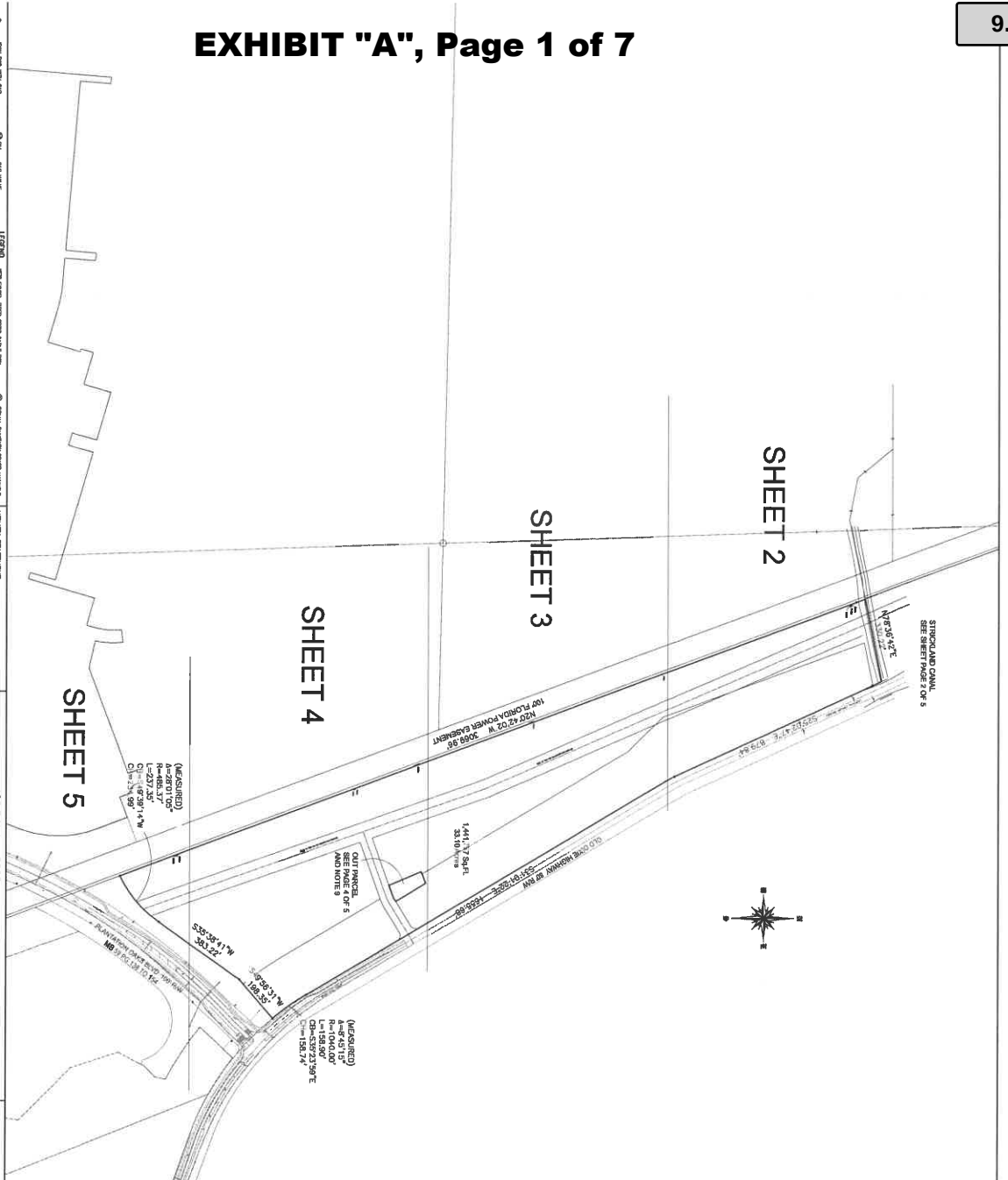
PASSED UPON at the second and final reading of the City Commission, this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

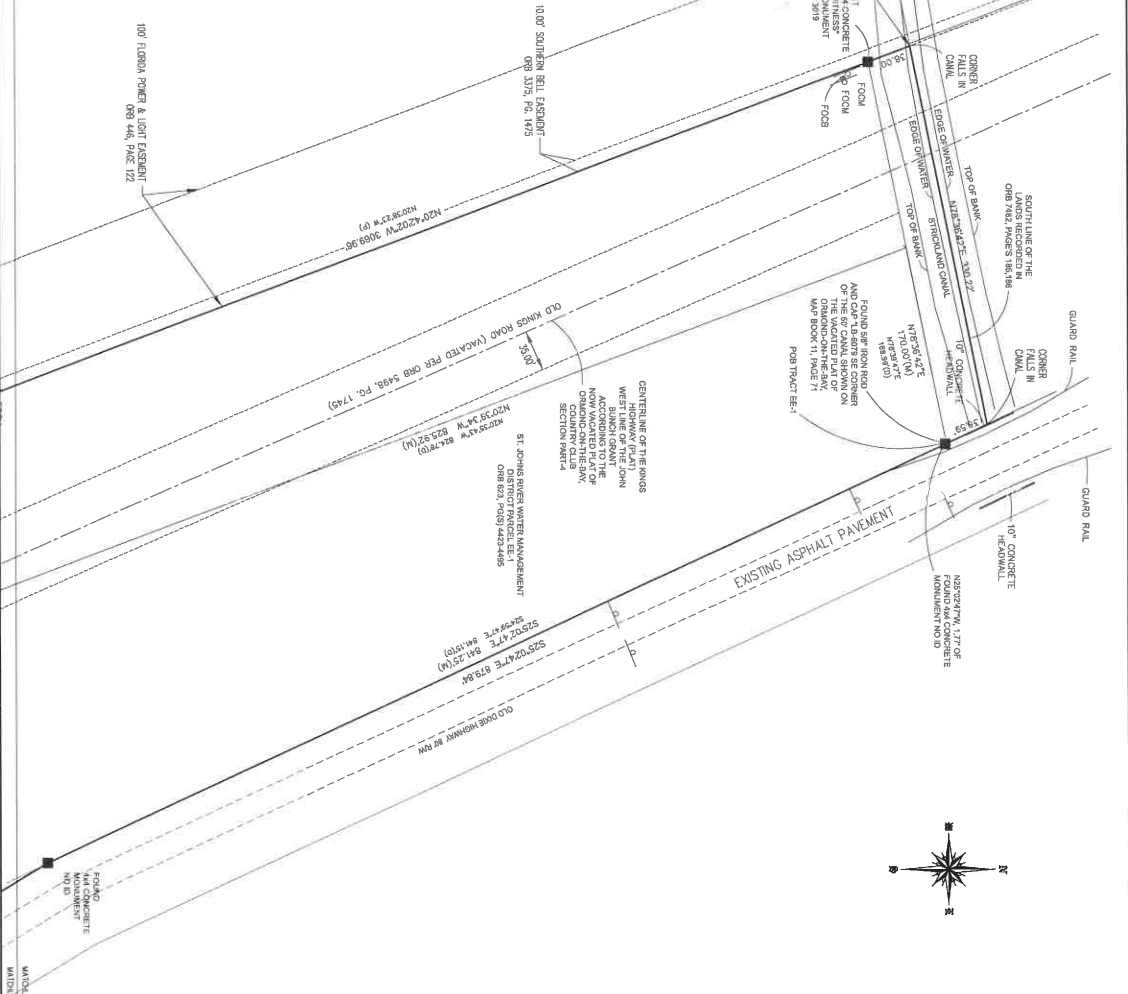
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A", Page 1 of 7



BOUNDARY SURVEY
FOR
VOLUSIA COUNTY PARK
AT
PLANTATION OAKS

[illegible][illegible][illegible]

[illegible][illegible][illegible]

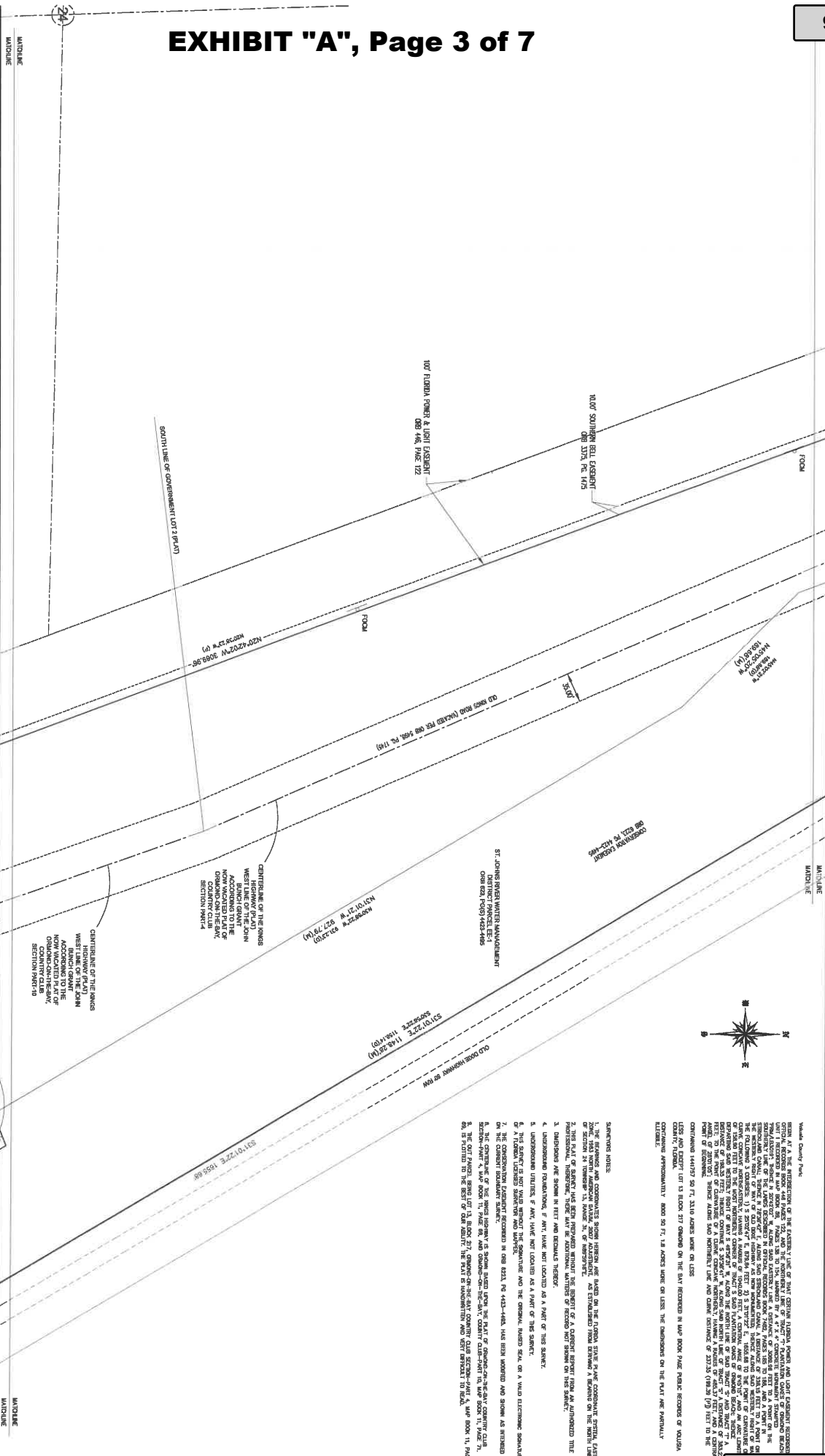
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EXHIBIT "A", Page 4 of 7

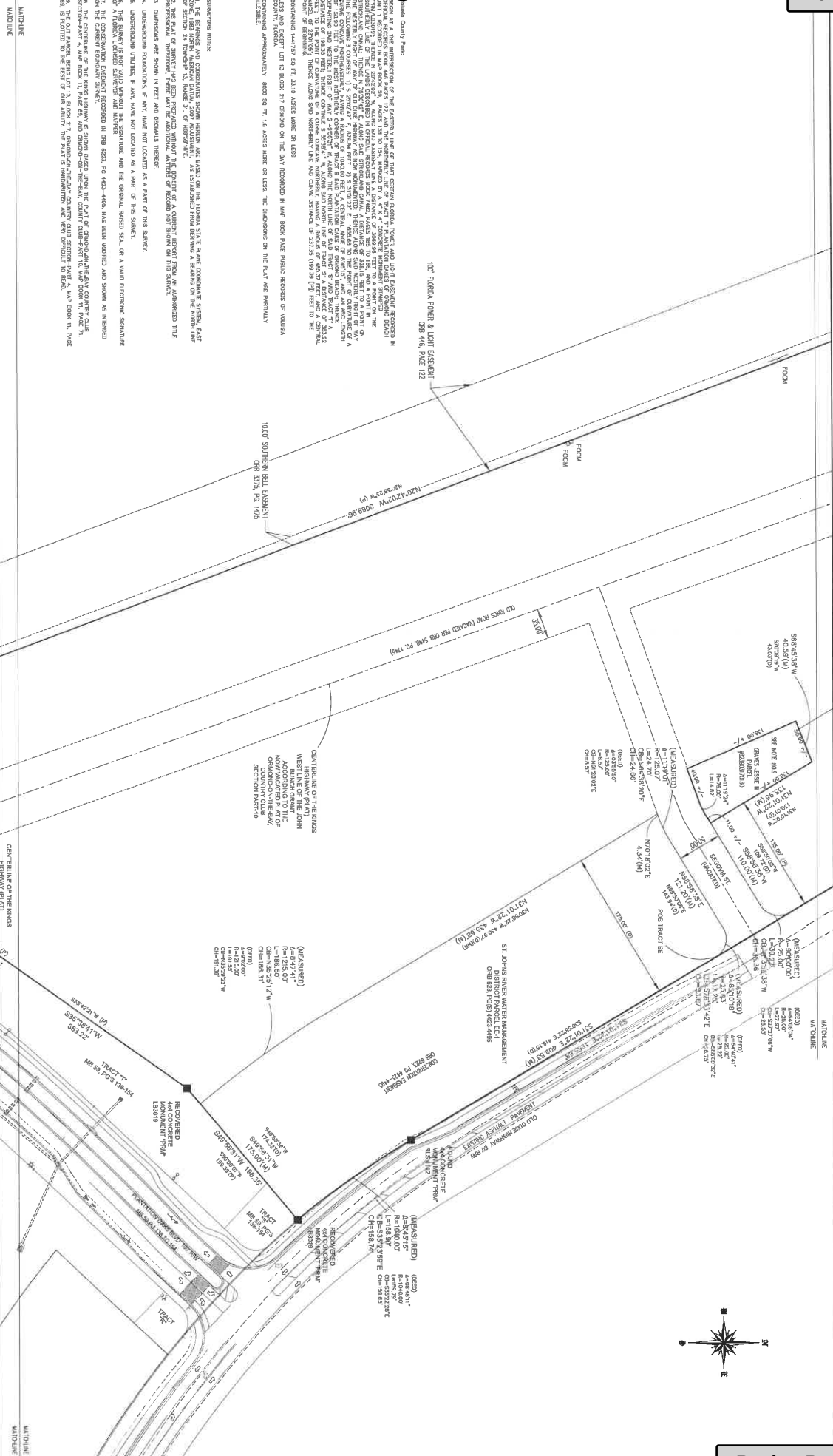
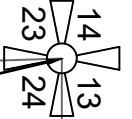
[illegible]

EXHIBIT "A", Page 5 of 7

SYMBOLS AND NOTES: 1. THE BOUNDARIES AND CORNERS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLATING COMMISSION'S SURVEY, EAST 1/2, 1/4, 1/8, 1/16, 1/32, 1/64, 1/128, 1/256, 1/512, 1/1024, 1/2048, 1/4096, 1/8192, 1/16384, 1/32768, 1/65536, 1/131072, 1/262144, 1/524288, 1/1048576, 1/2097152, 1/4194304, 1/8388608, 1/16777216, 1/33554432, 1/67108864, 1/134217728, 1/268435456, 1/536870912, 1/1073741824, 1/2147483648, 1/4294967296, 1/8589934592, 1/17179869184, 1/34359738368, 1/68719476736, 1/137438953472, 1/274877906944, 1/549755813888, 1/1099511627776, 1/2199023255552, 1/4398046511104, 1/8796093022208, 1/17592186044416, 1/35184372088832, 1/70368744177664, 1/140737488355328, 1/281474976710656, 1/562949953421312, 1/1125899906842624, 1/2251799813685248, 1/4503599627370496, 1/9007199254740992, 1/18014398509481984, 1/36028797018963968, 1/72057594037927936, 1/144115188075855872, 1/288230376151711744, 1/576460752303423488, 1/1152921504606846976, 1/2305843009213693952, 1/4611686018427387904, 1/9223372036854775808, 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EXHIBIT "A", Page 6 of 7



POINT OF COMMENCEMENT
NW CORNER SECTION 24,
TOWNSHIP 13 SOUTH,
RANGE 31 EAST
FOUND 4"x4" CM (NO ID)

S89°57'37"E
530.94'

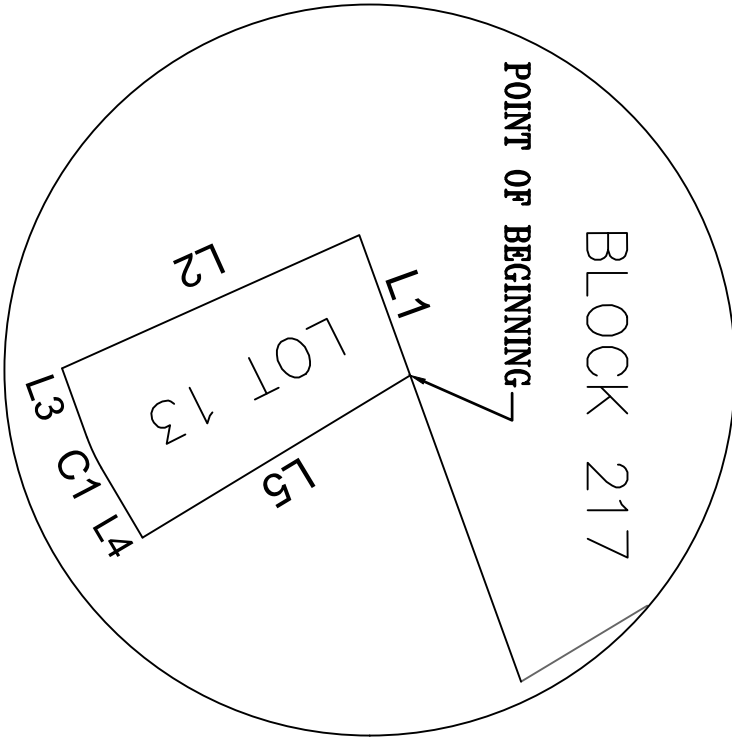
S39°18'33"E
970.33'

S79°15'13"E
1984.77'

N78°39'47"E
641.29'

S24°59'47"E
879.74'

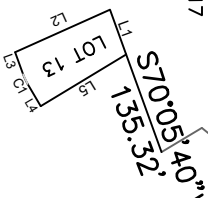
OLD DIXIE HIGHWAY (80' PUBLIC R/W)
S30°58'22"E
1067.22'



Line Table		
Line #	Length	Direction
L1	61.94'	S70° 05' 40"W
L2	135.37'	S24° 08' 31"E
L3	30.50'	N70° 05' 40"E
L4	33.68'	N59° 26' 28"E
L5	130.01'	N31° 13' 42"W

Curve Table			
Curve #	Length	Radius	Delta
C1	13.95'	75.00'	10° 39' 16"

BLOCK 217



NO.	DATE	REVISIONS	BY

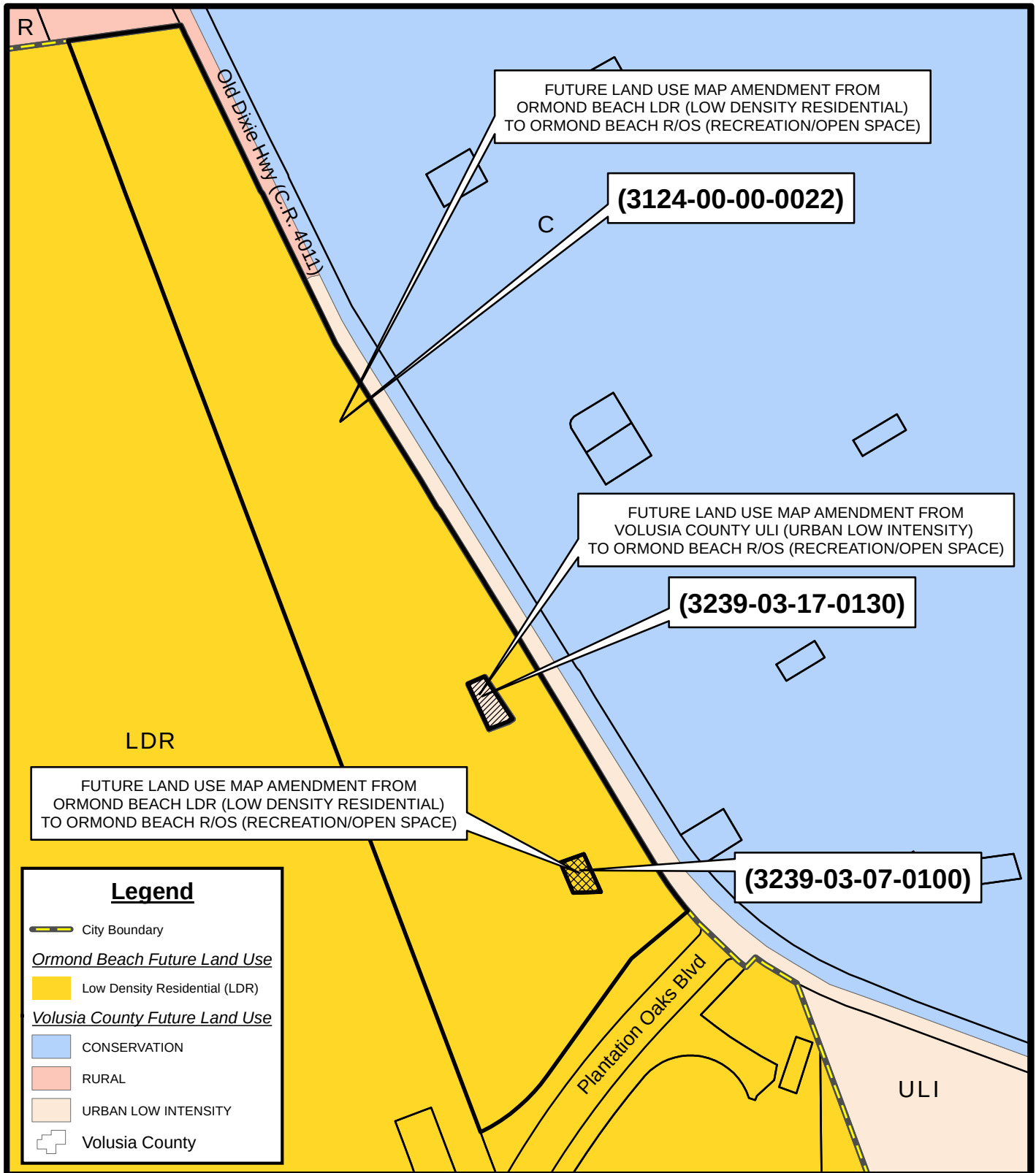
City of Ormond Beach		Engineering Division
DATE:	06/23/2022	PROJECT NO.:
SCALE:	N.T.S.	FILE NAME:
DRAWN BY:	CO	SHEET: 2 OF 2

EXHIBIT "A", Page 7 of 7**DESCRIPTION:**

LOT 13, BLOCK 217, ORMOND ON THE BAY, OR 8201, PG 0825, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

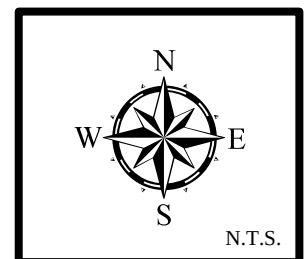
FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°57'37"E ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1067.22 FEET; THENCE S70°05'40"W DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 135.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S70°05'40"W A DISTANCE OF 61.94 FEET; THENCE S24°08'31"E A DISTANCE OF 135.37 FEET; THENCE N70°05'40"E A DISTANCE OF 30.50 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF N64°46'04"E, A CHORD LENGTH OF 13.95 FEET, AND A CENTRAL ANGLE OF 10°39'16", THENCE 13.93 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEROF; THENCE N59°26'28"E DEPARTING SAID CURVE A DISTANCE OF 33.68 FEET; THENCE N31°13'42"W A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9,354 S.F. OF 0.21 ACRES MORE OR LESS



FUTURE LAND USE MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: August 11, 2022

SUBJECT: Volusia County parkland parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100 generally located at Old Dixie Highway and Plantation Oaks Boulevard – Small-Scale Land Use Map Amendment

APPLICANT: County of Volusia

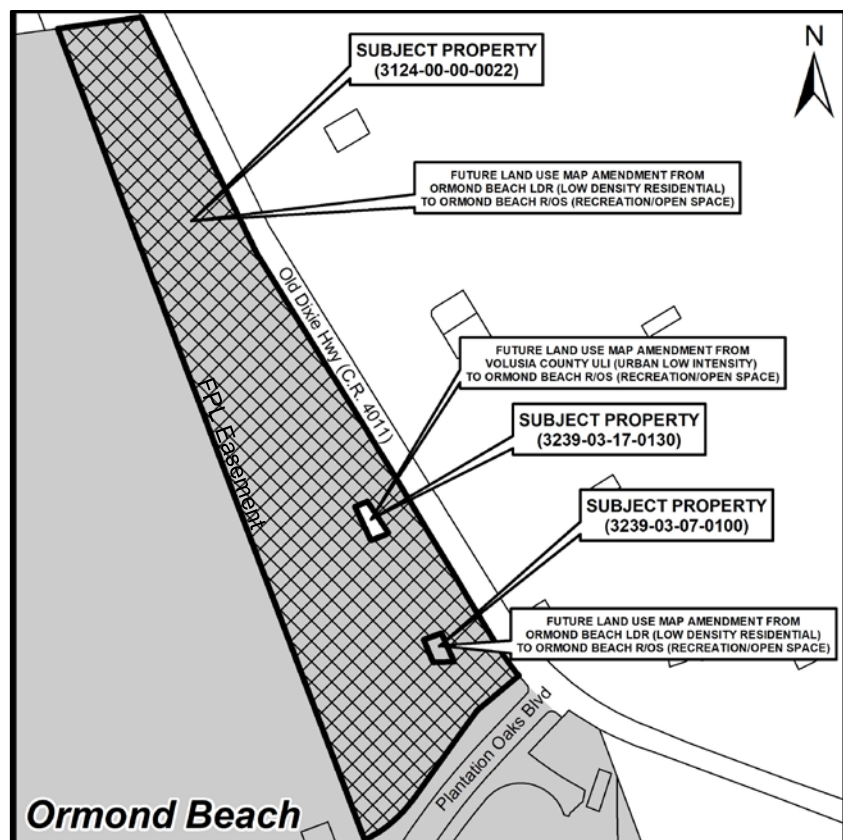
NUMBER: LUPA 2202-057

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from the County of Volusia for a Small-Scale Comprehensive Plan Land Use Map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach “Low Density Residential” and Volusia County “Urban Low Intensity” to Ormond Beach “Recreation/Open Space”. The subject property is shown in Exhibit 1:

EXHIBIT 1: Volusia County parkland parcels:

3124-00-00-0022;
3239-03-17-0130; and
3239-03-07-0100



BACKGROUND: The subject property includes three parcels as follows:

EXHIBIT 2: Existing land uses:

Parcel	Existing land use
3124-00-00-0022	Ormond Beach "Low Density Residential"
3239-03-17-0130	Volusia County "Urban Low Intensity"
3239-03-07-0100	Ormond Beach "Low Density Residential"

Parcels 3124-00-00-0022 and 3239-03-07-0100 were formerly part of the Plantation Oaks Planned Residential Development and total of 33.10± acres. This land area has an existing conservation area dedicated to the St. Johns River Water Management District for 175' that abuts the Old Dixie Highway right-of-way. The two parcels were purchased by Volusia County for park land and land preservation. The 33.10± acres were removed from the Plantation Oaks Planned Residential Development with Ordinance 2022-16 and are now being assigned land use and zoning designations consistent with the park land and land preservation purpose. Parcel 3239-03-18-0130 was also acquired by Volusia County and is 0.21 acres. This parcel is to be combined with the 33.10± acres for parkland and land preservation purposes. Parcel 3239-03-17-0130 required annexation which is scheduled for the August 3, 2022 and August 16, 2022 City Commission meetings. The application for the land use and zoning amendments states, "The County is planning to build a passive recreational trail through the property to compliment the Ormond Scenic Loop". The property is within the National Gardens Development of Regional Impact. The proposed land use is "Recreation/Open Space" and the proposed zoning would be SE, Special Environmental.

The Future Land Use Element of the City of Ormond Beach Comprehensive Plan provides the purpose, density and maximum floor area ratio for the existing "Low Density Residential" land use category which includes parcels 3124-00-00-0022 and 3239-03-07-0100 (33.10± acres):

The existing City land use of "Low Density Residential" states the following:

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum FAR: 0.2

The Future Land Use Element of the Volusia County Comprehensive Plan provides the purpose, density and maximum floor area ratio for the existing "Urban Low Intensity" land use category which includes parcel 3239-03-07-0100 (±0.21 acres):

The existing Volusia County land use of “Urban Low Intensity (ULI)” states the following:

Urban Low Intensity (ULI)

Areas for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter ($\frac{1}{4}$) mile of another jurisdiction shall require notification to that jurisdiction.

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

EXHIBIT 3: Tentative land use amendment schedule:

Action	Date
Planning Board	August 11, 2022
City Commission 1 st Reading	September 21, 2022
City Commission 2 nd Reading	October 5, 2022
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	October 12, 2022
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	October 12, 2022

The following public notices have or are required to occur:

EXHIBIT 4: Public Notice:

Public Notice	Date	Notes
Certified abutter letters for Planning Board	July 26, 2022	300' radius
Newspaper advertisement for Planning Board	July 29, 2022	
Abutter letters for City Commission meetings	Scheduled September 2, 2022	300' radius
Newspaper advertisement for City Commission, 1 st reading	Scheduled September 9, 2022	
Newspaper advertisement for City Commission, 2 nd reading	Scheduled September 23, 2022	

The project has also been posted on the city website under the Planning Department at:
(1) Development Reports, <https://www.ormondbeach.org/247/Development-Projects> and
(2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

ANALYSIS:

The requested land use amendment seeks to change the land use designation of the subject property from Ormond Beach “Low Density Residential” and Volusia County “Urban Low Intensity” to Ormond Beach “Recreation/Open Space” on the future land use map, see Attachment 1. The intended use of the property is for land preservation and park land use, such as a recreational trail. This land area has an existing conservation area dedicated to the St. Johns River Water Management District for 175’ that abuts the Old Dixie Highway right-of-way.

The proposed land use is Ormond Beach “Recreation/Open Space” and the Future Land Use Element of the Comprehensive Plan provides the following purpose, density and floor area ratio:

Recreation/Open Space (R/OS)

Purpose: To provide land for public, semipublic, or privately-owned areas intended for active recreational uses. Permitted uses within this category include ball fields, golf courses, archery ranges, sports complexes, outdoor recreation areas, contoured golf courses, public parks, picnic areas and gymnasiums. Recreation uses are provided for in all zoning districts as principal uses or special exceptions depending on the specific districts and whether they are public or private and indoor or outdoor.

Density: Not permitted.

Maximum FAR: 0.5

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

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

The proposed future land use amendment is based on the final intended use of a passive recreational trail and land preservation. The land area was removed from the previously approved Plantation Oaks Planned Residential Development and is being designated "Recreation/Open Space", an appropriate land use category. The proposed land use allows the recreational trail.

The city recently adopted the Park & Recreation Master Plan update. The update demonstrated that passive recreational trails and land preservation were high priorities. The proposed land use is consistent with the intended use of the property and the Goals, Objectives, and Policies of the Comprehensive Plan.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes:

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The subject property is 33.31± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 5 below:

EXHIBIT 5: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Proposed Dixie Ridge PUD	Volusia County existing "Rural", Volusia County proposed "Urban Low Intensity"	Volusia County Planned Unit Development (PUD) – Dixie Ridge
South	Vacant – Plantation Oaks PRD	City "Low Density Residential"	City Plantation Oaks Planned Residential Development (PRD)
East	State of Florida conservation land	Volusia County "Conservation"	Volusia County "Conservation"
West	Vacant – Plantation Oaks PRD	City "Low Density Residential"	City Plantation Oaks Planned Residential Development (PRD)

The "Recreation/Open Space" land use is appropriate to allow a recreation trail and the preservation of land, including the 175' within an existing conservation easement.

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

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. The 33.31± acres were purchased specifically for land preservation and a recreational trail.

EXHIBIT 6: Impact analysis:

Parcel size:	33.31± acres		
Allowed entitlements	Existing LDR land use	Existing VC ULI land use	Proposed R/OS
Maximum density (residential) per acre	4.3	4	0
Maximum floor area ratio (commercial or institutional)	0.2	0.5	0.5

The existing land use allows a theoretical maximum of 143 residential units and non-residential uses such as a house of worship. The previous zoning approval for the Plantation Oaks subdivision allowed 76 single-family lots. With the purchase of the land area by Volusia County, the single-family lots have been relocated and the subject property has been removed from the Plantation Oaks subdivision development order. The proposed land use will not allow any residential units.

Water and Sewer: The existing wastewater treatment plant is currently permitted for a rated capacity of 8 million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.98 MGD. The most recent annual period average daily treated effluent flow to reuse customers is 3.30 MGD. Approved development projects proposed, 0.58 MGD for waste water treatment added with current wastewater plant flow is estimated at 5.56 MGD at build out. The plant capacity remaining is 2.44 MGD if all approved projects are built out. The LOS for sanitary sewer continues to be met.

The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 5.50 MGD. When the proposed projects of 0.55 for the city's service area are added to the existing demand, the total is 6.05 MGD. There is a remaining capacity of 5.95 MGD if all approved projects are built out. The LOS for potable water service continues to be met.

Existing utilities exist along Plantation Oaks Boulevard that was designed to serve the original plan of 76 single-family lots. The proposed use of a passive recreational trail and land preservation shall not require any utilities. The land use application reduces the maximum development scenario from 143 residential units (143 units X 256 gallons of water/sewer per day = 36,608 gallons per day) to 0 residential units.

Traffic:

The proposed land use amendment would reduce the theoretical maximum development impact from the existing 143 single-family homes to a park use. The proposed park use presented to city staff is a walking path that meanders in the non-conservation area of the property with a small parking area. No buildings have been proposed as part of the park development.

The Institute of Traffic Engineering (ITE), 10th edition projects that 143 residential units (ITE#210 of 9.44 trips per residential unit) would generate 1,350 average daily trips. The ITE trip generation for public parks (ITE#411 of 0.78 trips per acre) would generate 26 average daily trips. The proposed land use amendment will reduce the average daily trips by 1,324 generated from the 33.31± acre property.

Stormwater Management: Any future (none planned) site development would require a stormwater management system.

Solid Waste: Solid waste provision would be addressed at the time of site development.

Schools: School concurrency is required for subdivisions greater than 10 units. The proposed land use amendment would eliminate the ability for any residential density. There are no school impacts as the result of the proposed land use amendment.

Recreation: Ormond Beach has approximately 602 acres of park land and facilities and the proposed amendment would have no impact on the city recreation level of service. The project would provide a Volusia County park and land preservation which was a high priority in the Park & Recreation Master Plan update.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is no impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is for lands owned by Volusia County and no impacts to surrounding jurisdictions are expected. Volusia County and city planning staff members have coordinated on this land use application and development within the National Gardens Development of Regional Impact.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Future Land Use map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach "Low Density Residential" and Volusia County "Urban Low Intensity" to Ormond Beach "Recreation/Open Space".

Attachments:

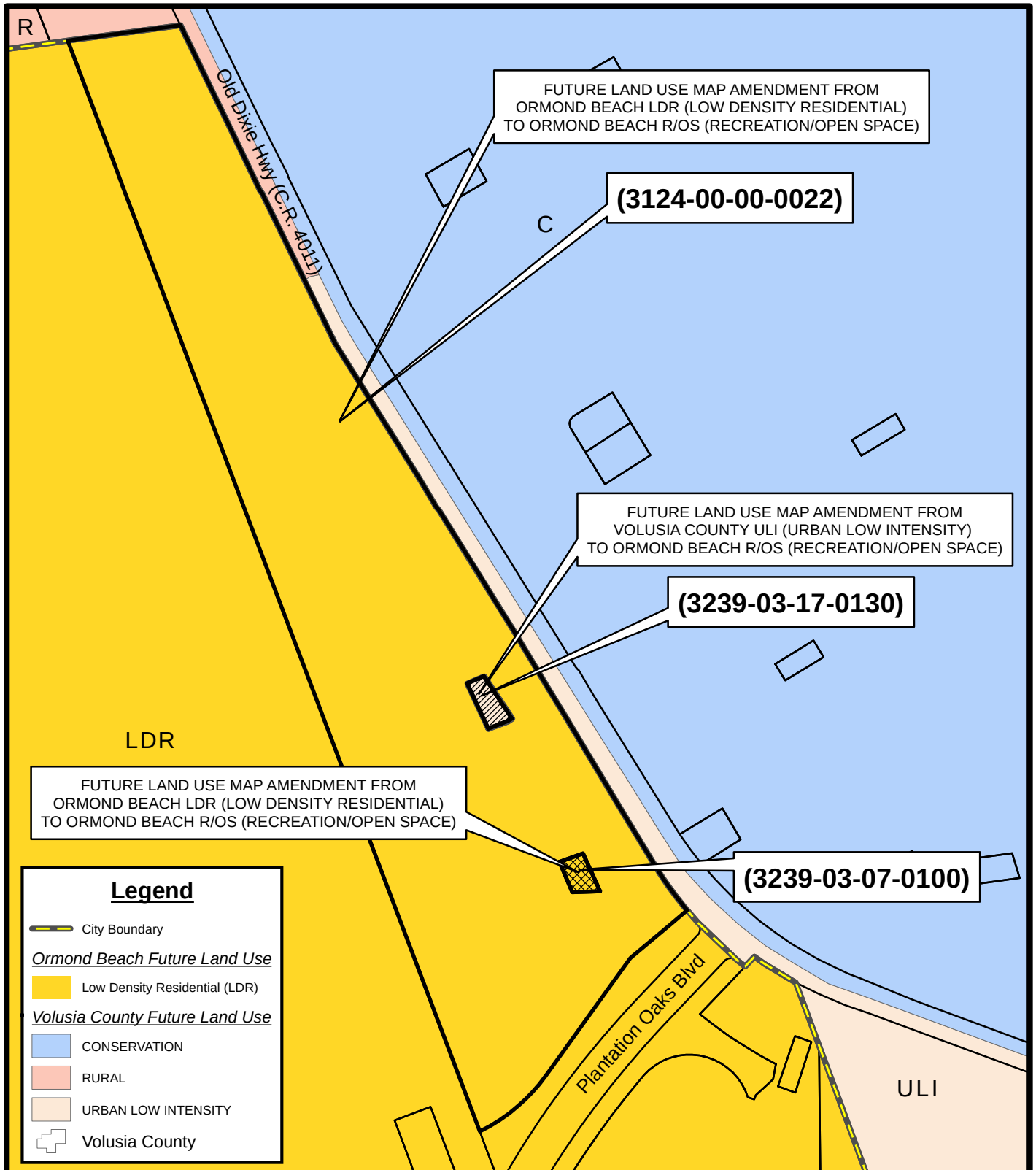
Exhibit 1: Proposed land use, zoning, location and aerial maps

Exhibit 2: Application submittal

Exhibit 3: Sketch and legal description of Volusia County parcel number 3239-03-17-0130

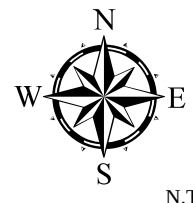
ATTACHMENT 1

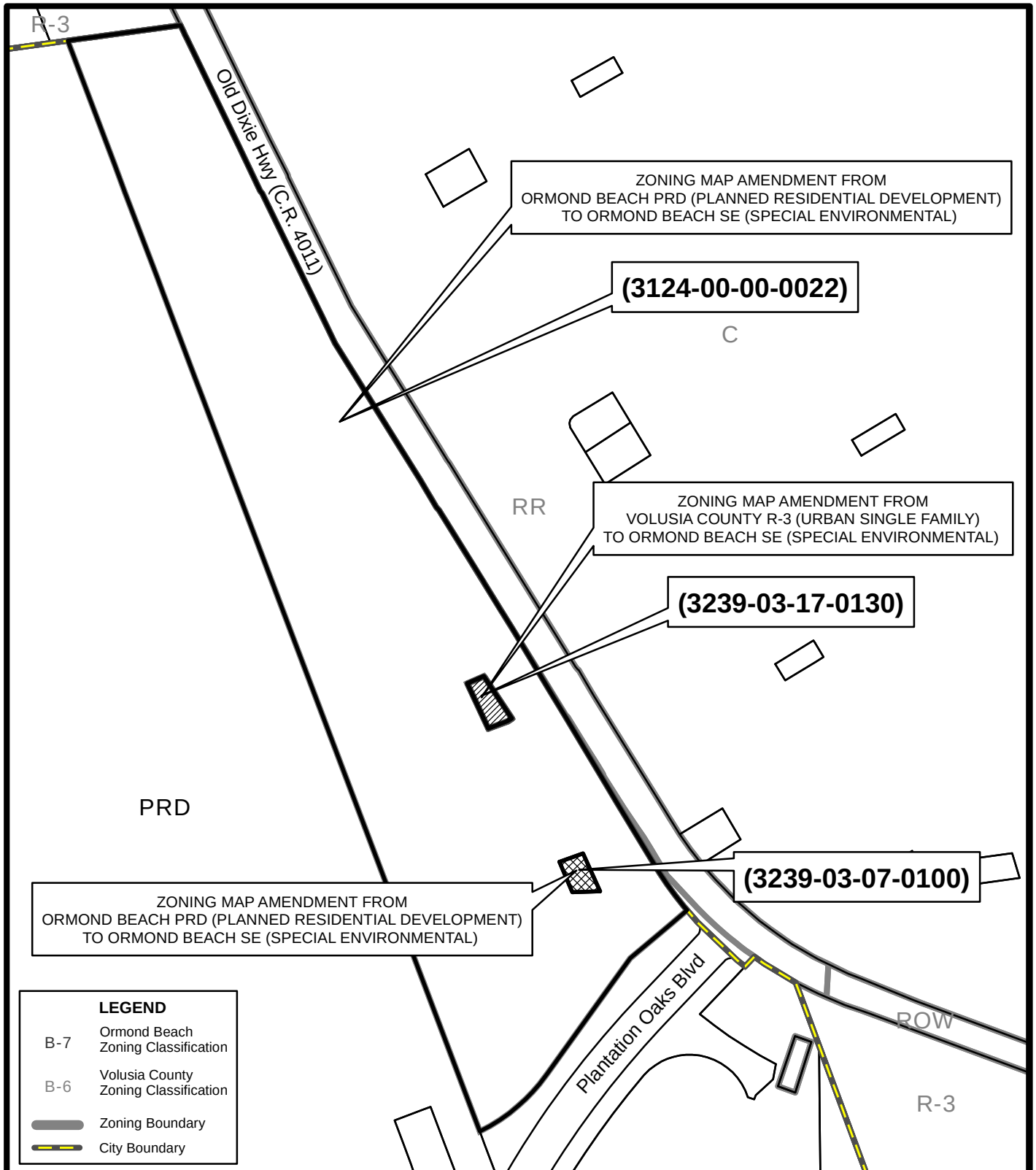
Proposed land use, zoning,
location and aerial maps



FUTURE LAND USE MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

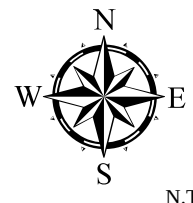
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022

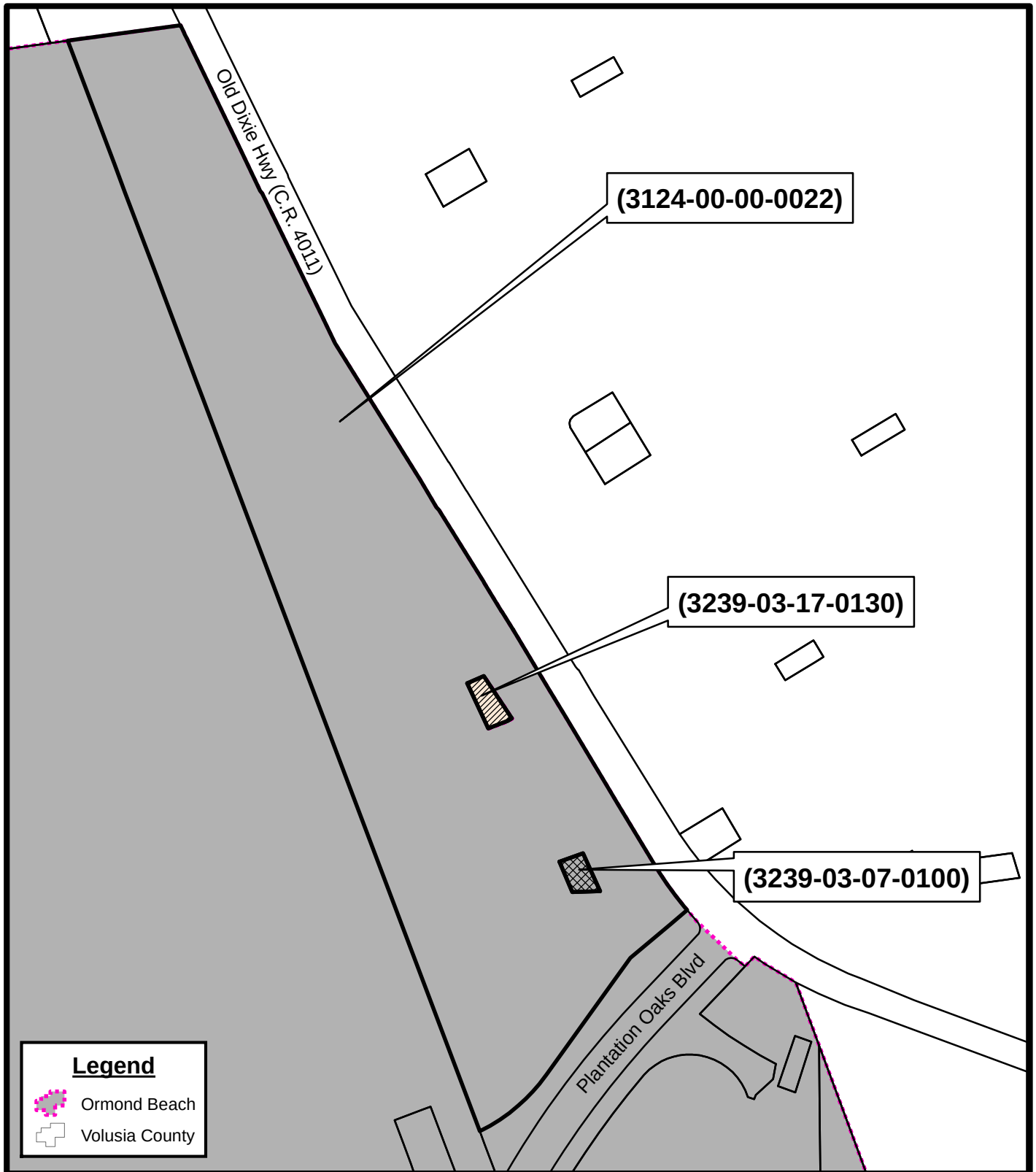




ZONING MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022





LOCATION MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

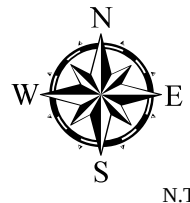
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022





AERIAL MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022



ATTACHMENT 2

Application submittal



March 30, 2022

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Subject: CPA and Rezoning Request
County Park Donation – Plantation Oaks PRD

Dear Mr. Spraker:

Please find attached a Public Hearing Application for the County Park Donation associated with the Plantation Oaks PRD. We have included the deeds, survey, and property record cards for Parcel #s 3214-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100. The county is planning to build a passive recreational trail through the property to compliment the Ormond Scenic Loop.

Let me know if there is an additional application that needs to be filed to obtain a conditional use permit to allow the trail to be constructed and maintained by the County Parks Department. If you have any questions or need additional information to process our Public Hearing Application, please feel free to contact me at the number below. As always, it is a pleasure working with our colleagues at the City of Ormond Beach.

Sincerely,

Trish Smith, AICP
Planning and Development Services Division
123 West Indiana Avenue, Room 202
DeLand, FL 32720-4604
(386) 736-5959. Extension 12943
pssmith@volusia.org



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	CPA and rezoning	*Complete fee sheet (page 3)
Project Name:	County Park Donation Plantation Oaks PUD	
Project Address:	2602 Old Dixie Highway, Ormond Beach, FL 32174	
Volusia County parcel number(s):	3124-00-00-0022, 3239-03-17-0130, 3239-03-07-0100	
Description:	1) Future land use change from Low Density Residential (LDR) to Recreation/Open Space (R/OS); 2) Rezoning from Planned Residential Development (PRD) and Rural Residential (RR) to Special Environment (SE) zoning district for development of a recreational trail along the Ormond Scenic Loop.	
Pre-application date:	see email 3/28/22- Spraker	Pre-application waiver granted: Spraker email 3/28/22

PROJECT COORDINATOR

Name:	Trish Smith, AICP, Volusia County Planning and Development Services
Address:	123 West Indiana Avenue, Room 202
City, State, Zip code:	DeLand, FL 32720-4604
Telephone:	386-736-5959, ext 12943
E-mail:	pssmith@volusia.org

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	George Recktenwald, County Manager, County of Volusia		
Address:	123 West Indiana Avenue		
City, State, Zip code:	DeLand, FL 32720		
Telephone:	386 736-5920		
E-mail:	grecktenwald@volusia.org		

PROPERTY OWNER

Same as project coordinator	☐	Same as property owner	☒
Name:	County of Volusia		
Address:	123 West Indiana Avenue		
City, State, Zip code:	DeLand, FL 32720		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Trish Smith	E-mail:	pssmith@volusia.org
Name:	Clay Ervin	E-mail:	cervin@volusia.org
Name:	Carol McFarlane	E-mail:	cmcfarlane@volusia.org
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 30th day of MARCH, 2022, by George Reckterwald as County Manager (title*) for County of Volusia (name of corporation*), who () provided _____ as identification, or (☒) who is personally known to me.



INGRID RODRIGUEZ MONTOYA
Commission # HH 031024
Expires September 30, 2024
Bonded Thru Budget Notary Services

Ingrid F. Montoya
Notary Public, State of Florida

My Commission Expires: 9-30-2024

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☒	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☒	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,050	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				\$0 *per Steve Spraker

Volusia County Park

Removed from PUD

7/20/2021 9:08:23 AM Instrument #2021169069 #1 Book:

9.B.d

Doc Stamps \$6,916.00 Transfer Amt \$988,000.00

This Instrument Prepared By:
Jeffrey P. Brock, Esq.
SMITH BIGMAN BROCK, P.A.
444 Seabreeze Boulevard
Suite 900
Daytona Beach, FL 32118
(386) 254-6875

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 16th day of July, 2021 between PLANTATION OAKS OF ORMOND BEACH, LLC, a Florida limited liability company, f/k/a PLANTATION OAKS OF ORMOND BEACH, LC, whose post office address is P. O. Box 1626, Ormond Beach, FL 32175, Grantor, to THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose post office address is 123 West Indiana Avenue, DeLand, FL 32720, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jeffrey P. Brock

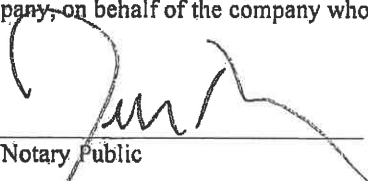
Pam Clifton
Pam Clifton

PLANTATION OAKS OF ORMOND BEACH, LLC,
a Florida limited liability company

By: *Parker K. Mynchenberg*
Parker K. Mynchenberg, Manager

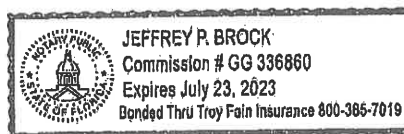
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 16th day of July, 2021 by Parker K. Mynchenberg, in his capacity as Manager of Plantation Oaks of Ormond Beach, LLC, a Florida limited liability company, on behalf of the company who is personally known.



Signature of Notary Public

[NOTARY SEAL]



**First American****Exhibit A**

ISSUED BY

First American Title Insurance Company

File No: 1062-5342766

Issuing Office File Number: VL21-012

The land referred to herein below is situated in the County of VOLUSIA, State of Florida, and described as follows:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "T" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3019"; THENCE N 20°42'02" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3069.96 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°02'47" E, 879.84 FEET 2) S 31°01'22" E, 1655.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF [REDACTED] AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "S" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.39 [P]) FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR, RECORDED IN MAP BOOK 11 PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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DR-506 R. 04/16

Rule 12D-16.002

Florida Administrative Code

Eff. 04/16

Tax deed file number: 07860-14

Parcel ID number: 323903170130

TAX DEED**VOLUSIA County, Florida**

Tax Certificate numbered 7860-14 issued on 06/01/2014 was filed in the office of the tax collector of Volusia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 8th day of February, 2022 the land was offered for sale. It was sold to **COUNTY OF VOLUSIA** address **123 W. INDIANA AVE. ROOM 402 DELAND, FL 32720**, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

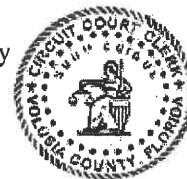
Description of lands:

LOT 13 BLK 217 ORMOND ON THE BAY

On FEBRUARY 9, 2022 in Volusia County, Florida, for the sum of (\$3,100.00) Three Thousand One Hundred Dollars Dollars, the amount paid as required by law.

LAURA E. ROTH

Clerk of the Circuit Court of Volusia County



By: L. Diggs
Lori Diggs, Deputy Clerk
Volusia County, Florida

Witness:

Janet Graves
Janet Graves

Kristin Dumph
Kristin Dumph

State of Florida
County of Volusia

On this 9TH day of FEBRUARY, 2022 before me, Amanda Letter, personally appeared Lori Diggs, Deputy Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of their own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal on the date aforesaid.



AMANDA LETTER
Commission # GG 254299
Expires December 29, 2022
Bonded Thru Budget Notary Services

Amanda Letter
Amanda Letter

STATE OF FLORIDA
COUNTY OF VOLUSIA

CERTIFICATE NO. 7860-14

CERTIFICATE OF MAILING

I, LAURA E. ROTH, Clerk of the Circuit Court in and for the State and County aforesaid, do hereby certify that on 17TH of DECEMBER AD, 2021, I mailed a copy of the attached Notice of Application for Tax Deed, addressed to:

✕ JESSIE M GRAVES at C/O RECHARD HADDAWAY, PO BOX 2890, SALISBURY MD 21802

JESSIE M GRAVES ESTATE at C/O RECHARD HADDAWAY, PO BOX 2890, SALISBURY MD 21802

Witness my hand and official seal this 17TH of DECEMBER, 2021

THE HOLDER OF THIS TAX CERTIFICATE APPLIED FOR TAX DEED SALE. PER FLORIDA STATUTE §197.512, THE CERTIFICATE OF MAILING AND PROOF OF PUBLICATION ARE BEING RECORDED IN THE PUBLIC RECORD.



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

By: A Letter
A LETTER
Deputy Clerk

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, that LAURA E. ROTH, Clerk of the Circuit Court in and for the State and County of Volusia, is the holder of the following certificate of application for tax deed, which is being recorded in the public record, and the terms in which it was issued are as follows:

Certificate No. 7860-14

Year of Issuance JUNE 1, 2014

Description of Property Parcel #2394520138 LOT 13 BLK 217

OWNED ON THE DAY OF VOLUSIA, State of Florida,

Name in which assessed: JESSIE M GRAVES ESTATE C/O RECHARD HADDAWAY

Said property being in the County of VOLUSIA, State of Florida,

Unless such certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder at public sale to be held on the 17TH day of DECEMBER, 2021 at 9:00 O'CLOCK A.M.

Dated this 17TH day of DECEMBER, 2021.

LAURA E. ROTH
CLERK OF THE CIRCUIT COURT
By: A LETTER
Deputy Clerk

Attention: Persons with disabilities who need a reasonable accommodation in order to participate in this proceeding are notified as follows: If you are unable to appear in person, please contact the undersigned at 101 N. Alabama Avenue, Deland, FL 32724, (386) 823-5710, within seven (7) working days of this notice. If you are hearing or voice impaired, call 711.

Dec. 30, 2021, Jan. 6, 13 & 20, 2022

The Beacon
PUBLISHED WEEKLY
State of Florida
COUNTY OF VOLUSIA SS

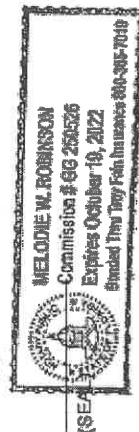
Before the undersigned authority personally appeared Barb Shepherd, who on oath says that she is the Legal Advertising Representative of The Beacon, a weekly newspaper published at Deland, in Volusia County, Florida; that the attached copy of advertisement, being a Tax Deed Certificate #7860-14, in the matter of Jessie M Graves Estate c/o Rechard Haddaway, in the Circuit Court, was published in said newspaper, in the issue(s) of December 30, 2021, January 6, 13 & 20, 2022.

Affiant further says that the said Beacon is a newspaper published at Deland, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each week and has been entered as second-class mail matter at the post office in Deland in said Volusia County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Barb Shepherd

Sworn to and subscribed before me this 20th day of January, 2022

Melodie W. Robinson





Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Parcel 1

Property Summary

Alternate Key: 8014506
Parcel ID: 312400000022
Township-Range-Section: 13 - 31 - 24
Subdivision-Block-Lot: 00 - 00 - 0022
Business Name:
Owner(s): COUNTY OF VOLUSIA - C - County; County School District - 100
Mailing Address On File: 123 W INDIANA AVE
 DELAND FL 32720
Physical Address: OLD DIXIE HWY, ORMOND BEACH 32174
Building Count: 0
Neighborhood: 2534 - NORTHERN VOLUSIA ACREAGE
Subdivision Name:
Property Use: 8600 - COUNTY
Tax District: 201-ORMOND BEACH
2020 Certified Millage Rate: 17.5978
Homestead Property: No
Agriculture Classification: No
Short Description: 24-13-32 IRREG PARCEL AS DESCRIBED IN OR 8086 PG 17 MEAS 328
 .15 FT ON N/L & MEAS 3069.96 FT ON W/L & LYING W OF OLD DIXIE HWY

Property Values

Tax Year:	2022 Working	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0
Land Value:	\$208,801	\$208,801
Just/Market Value:	\$208,801	\$208,801

Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
● 0017 CAPITAL IMPROVEMENT	\$208,801	\$208,801	\$208,801	\$0	1.5000	\$0.00
● 0012 DISCRETIONARY	\$208,801	\$208,801	\$208,801	\$0	0.7480	\$0.00
● 0011 REQ LOCAL EFFORT	\$208,801	\$208,801	\$208,801	\$0	3.5540	\$0.00
● 0050 GENERAL FUND	\$208,801	\$208,801	\$208,801	\$0	5.3812	\$0.00
● 0055 LIBRARY	\$208,801	\$208,801	\$208,801	\$0	0.5174	\$0.00
● 0520 MOSQUITO CONTROL	\$208,801	\$208,801	\$208,801	\$0	0.1781	\$0.00
● 0530 PONCE INLET PORT AUTHORITY	\$208,801	\$208,801	\$208,801	\$0	0.0845	\$0.00
● 0058 VOLUSIA ECHO	\$208,801	\$208,801	\$208,801	\$0	0.2000	\$0.00
● 0057 VOLUSIA FOREVER	\$208,801	\$208,801	\$208,801	\$0	0.2000	\$0.00
● 0059 VOLUSIA FOREVER I&S 2005	\$208,801	\$208,801	\$208,801	\$0	0.0000	\$0.00
● 0065 FLORIDA INLAND NAVIGATION DISTRICT	\$208,801	\$208,801	\$208,801	\$0	0.0320	\$0.00
● 0100 HALIFAX HOSPITAL AUTHORITY	\$208,801	\$208,801	\$208,801	\$0	0.9529	\$0.00
● 0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$208,801	\$208,801	\$208,801	\$0	0.2189	\$0.00
● 0180 ORMOND BEACH	\$208,801	\$208,801	\$208,801	\$0	3.9128	\$0.00
● 0182 ORMOND BEACH I&S 2003	\$208,801	\$208,801	\$208,801	\$0	0.0290	\$0.00
● 0184 ORMOND BEACH I&S 2010	\$208,801	\$208,801	\$208,801	\$0	0.0890	\$0.00
					17.5978	\$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$0.00
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$0.00
				Estimated Tax Amount without SOH/10CAP ⑦	\$3,674.44

Where your tax dollars are going:

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$208,801	\$0	\$208,801	\$208,801	\$0	\$208,801	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9910-OVER 100 AC	N	A-ACRE		32.7531				6,375	\$208,801
Total Land Value:										\$208,801

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8086 / 0017	2021169069	07/16/2021	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$988,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
24-13-32 IRREG PARCEL AS DESCRIBED IN OR 8086 PG 17 MEAS 328.15 FT ON N/L & MEAS 3069.96 FT ON W/L & LYING W OF OLD DIXIE HWY	201	13 - 31 - 24	00 - 00 - 0022	17-AUG-21	2020

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 Deland, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

parcel 2

Property Summary

Alternate Key: 2990163
 Parcel ID: 323903170130
 Township-Range-Section: 13 - 32 - 39
 Subdivision-Block-Lot: 03 - 17 - 0130
 Business Name:
 Owner(s): COUNTY OF VOLUSIA - C - County; County School District - 100
 Mailing Address On File: 123 W INDIANA AVE ROOM 402
 DELAND FL 32720
 Physical Address: SEGOVIA (PAPER) ST, ORMOND BEACH 32174
 Building Count: 0
 Neighborhood: 2536 - ORMOND ON THE BAY (3239-01)
 Subdivision Name:
 Property Use: 0000 - VACANT RES
 Tax District: 200-UNINCORPORATED - NORTHEAST
 2020 Certified Millage Rate: 19.5165
 Homestead Property: No
 Agriculture Classification: No
 Short Description: LOT 13 BLK 217 ORMOND ON THE BAY PER OR 8201 PG 0825

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0	\$0
Land Value:	\$1,800	\$1,800	\$1,800
Just/Market Value:	\$1,800	\$1,800	\$1,800

Working Tax Roll Values by Taxing Authority

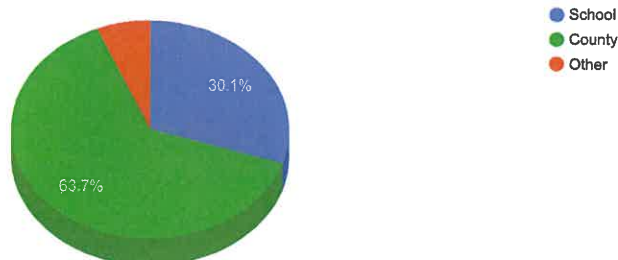
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$1,800	\$1,800	\$0	\$1,800	1.5000	\$2.70
0012 DISCRETIONARY	\$1,800	\$1,800	\$0	\$1,800	0.7480	\$1.35
0011 REQ LOCAL EFFORT	\$1,800	\$1,800	\$0	\$1,800	3.5540	\$6.40
0510 FIRE DISTRICT	\$1,800	\$1,800	\$0	\$1,800	3.8412	\$6.91
0050 GENERAL FUND	\$1,800	\$1,800	\$0	\$1,800	5.3812	\$9.69
0055 LIBRARY	\$1,800	\$1,800	\$0	\$1,800	0.5174	\$0.93
0520 MOSQUITO CONTROL	\$1,800	\$1,800	\$0	\$1,800	0.1781	\$0.32
0530 PONCE INLET PORT AUTHORITY	\$1,800	\$1,800	\$0	\$1,800	0.0845	\$0.15
0310 VOLUSIA COUNTY MSD	\$1,800	\$1,800	\$0	\$1,800	2.1083	\$3.79
0058 VOLUSIA ECHO	\$1,800	\$1,800	\$0	\$1,800	0.2000	\$0.36
0057 VOLUSIA FOREVER	\$1,800	\$1,800	\$0	\$1,800	0.2000	\$0.36
0059 VOLUSIA FOREVER I&S 2005	\$1,800	\$1,800	\$0	\$1,800	0.0000	\$0.00
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$1,800	\$1,800	\$0	\$1,800	0.0320	\$0.06
0100 HALIFAX HOSPITAL AUTHORITY	\$1,800	\$1,800	\$0	\$1,800	0.9529	\$1.72
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$1,800	\$1,800	\$0	\$1,800	0.2189	\$0.39
					19.5165	\$35.13

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	Estimated Non-Ad Valorem Tax:
				\$35.13	\$0.00
				Estimated Taxes:	\$35.13
				Estimated Tax Amount without SOH/10CAP	\$35.13

Where your tax dollars are going:



Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2020	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2019	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2018	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2017	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2016	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2015	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2014	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2013	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0021-VAC NO STREET	N	U-UNIT	1					1,800	\$1,800
Total Land Value:										\$1,800

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8201 / 0825	2022031259	02/09/2022	TD-TAX DEED	UNQUALIFIED	VACANT	\$3,100

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 13 BLK 217 ORMOND ON THE BAY PER OR 8201 PG 0825	200	13 - 32 - 39	03 - 17 - 0130	22-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key: 2990091
Parcel ID: 323903070100
Township-Range-Section: 13 - 32 - 39
Subdivision-Block-Lot: 03 - 07 - 0100

Business Name:
Owner(s): COUNTY OF VOLUSIA - C - County; County School District - 100
Mailing Address On File: 123 W INDIANA AVE
 DELAND FL 32720

Physical Address: SAN REMO (PAPER) ST, ORMOND BEACH 32174

Building Count: 0
Neighborhood: 2536 - ORMOND ON THE BAY (3239-01)

Subdivision Name: 8000 - VACANT GOVERNMENTAL
Property Use: 201-ORMOND BEACH
Tax District: 17.5978
2020 Certified Millage Rate: No
Homestead Property: No
Agriculture Classification: LOT 10 BLK 207 ORMOND ON THE BAY MB 11 PGS 42-59 IN PER OR 5
Short Description: 247 PG 1123 PER OR 5247 PG 1126 PER OR 6150 PGS 1708-1715 PE
 R OR 8086 PG 0017

Parcel 3

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0	\$0
Land Value:	\$1,800	\$1,800	\$1,800
Just/Market Value:	\$1,800	\$1,800	\$1,800

Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$1,800	\$1,800	\$1,800	\$0	1.5000	\$0.00
0012 DISCRETIONARY	\$1,800	\$1,800	\$1,800	\$0	0.7480	\$0.00
0011 REQ LOCAL EFFORT	\$1,800	\$1,800	\$1,800	\$0	3.5540	\$0.00
0050 GENERAL FUND	\$1,800	\$1,800	\$1,800	\$0	5.3812	\$0.00
0055 LIBRARY	\$1,800	\$1,800	\$1,800	\$0	0.5174	\$0.00
0520 MOSQUITO CONTROL	\$1,800	\$1,800	\$1,800	\$0	0.1781	\$0.00
0530 PONCE INLET PORT AUTHORITY	\$1,800	\$1,800	\$1,800	\$0	0.0845	\$0.00
0058 VOLUSIA ECHO	\$1,800	\$1,800	\$1,800	\$0	0.2000	\$0.00
0057 VOLUSIA FOREVER	\$1,800	\$1,800	\$1,800	\$0	0.2000	\$0.00
0059 VOLUSIA FOREVER I&S 2005	\$1,800	\$1,800	\$1,800	\$0	0.0000	\$0.00
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$1,800	\$1,800	\$1,800	\$0	0.0320	\$0.00
0100 HALIFAX HOSPITAL AUTHORITY	\$1,800	\$1,800	\$1,800	\$0	0.9529	\$0.00
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$1,800	\$1,800	\$1,800	\$0	0.2189	\$0.00
0180 ORMOND BEACH	\$1,800	\$1,800	\$1,800	\$0	3.9128	\$0.00
0182 ORMOND BEACH I&S 2003	\$1,800	\$1,800	\$1,800	\$0	0.0290	\$0.00
0184 ORMOND BEACH I&S 2010	\$1,800	\$1,800	\$1,800	\$0	0.0890	\$0.00
					17.5978	\$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	Estimated Non-Ad Valorem Tax:	Estimated Taxes:
				\$0.00	\$0.00	\$0.00
						\$31.68

Where your tax dollars are going:

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2020	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2019	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2018	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2017	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2016	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2015	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2014	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2013	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0021-VAC NO STREET	N	U-UNIT	1					1,800	\$1,800
Total Land Value:										\$1,800

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8086 / 0017	2021169069	07/16/2021	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$988,000
6150 / 1708	2007248880	08/22/2007	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	\$100
5247 / 1123	2004017307	07/25/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$7,000,000
5247 / 1126	2004017308	07/23/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$100

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
LOT 10 BLK 207 ORMOND ON THE BAY MB 11 PGS 42-59 IN PER OR 5247 PG 1123 PER OR 5247 PG 1126 PER OR 6150 PGS 1708-1715 PER OR 8086 PG 0017	201	13 - 32 - 39	03 - 07 - 0100	22-DEC-81	2020

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS

SHEET 2

SHEET 3

SHEET 4

SHEET 5

Volusia County Park:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 144, PAGES 124, AND THE NORTHERLY LINE OF TRACT 1 PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 55, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "144-124-154", THENCE N 20°20'47" E, ALONG SAID EASTERLY LINE A DISTANCE OF 308.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 144, PAGES 155 TO 156, AND A POINT IN STRICKLAND CANAL, THENCE N 70°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 338.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DUNE HIGHWAY AS NOW INDICATED, THENCE ALONG SAID WESTERLY RIGHT OF WAY A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 89°47'37", AND AN ARC LENGTH OF 158.80 FEET TO THE MOST NORTHERLY CORNER OF TRACT 5 SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT OF TRACT 7, A DISTANCE OF 188.35 FEET, THENCE CONTINUE S 30°38'41" W, ALONG SAID NORTH LINE OF TRACT 7, A DISTANCE OF 343.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 480.37 FEET, AND A CENTRAL ANGLE OF 200°10'07", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (188.35 [P] 50) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND ON THE BAY RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ELUSIBLE.

SURVEYOR'S NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 36 TOWNSHIP 13, RANGE 31, OF 89°58'51"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN GRID 8223, PG 4423-4449, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL, BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY COUNTY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, IS PLATTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND		ABBREVIATIONS	
• ROW ROAD WITH CAP	• GAS VALVE	• 1" LIGHT POLE	• 1" LIGHT POLE
• ROW ROAD WITH CAP	• RLY	• 2" LIGHT POLE	• 2" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 3" LIGHT POLE	• 3" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 4" LIGHT POLE	• 4" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 6" LIGHT POLE	• 6" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 8" LIGHT POLE	• 8" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 10" LIGHT POLE	• 10" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 12" LIGHT POLE	• 12" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 14" LIGHT POLE	• 14" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 16" LIGHT POLE	• 16" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 18" LIGHT POLE	• 18" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 20" LIGHT POLE	• 20" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 22" LIGHT POLE	• 22" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 24" LIGHT POLE	• 24" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 26" LIGHT POLE	• 26" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 28" LIGHT POLE	• 28" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 30" LIGHT POLE	• 30" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 32" LIGHT POLE	• 32" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 34" LIGHT POLE	• 34" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 36" LIGHT POLE	• 36" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 38" LIGHT POLE	• 38" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 40" LIGHT POLE	• 40" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 42" LIGHT POLE	• 42" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 44" LIGHT POLE	• 44" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 46" LIGHT POLE	• 46" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 48" LIGHT POLE	• 48" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 50" LIGHT POLE	• 50" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 52" LIGHT POLE	• 52" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 54" LIGHT POLE	• 54" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 56" LIGHT POLE	• 56" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 58" LIGHT POLE	• 58" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 60" LIGHT POLE	• 60" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 62" LIGHT POLE	• 62" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 64" LIGHT POLE	• 64" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 66" LIGHT POLE	• 66" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 68" LIGHT POLE	• 68" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 70" LIGHT POLE	• 70" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 72" LIGHT POLE	• 72" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 74" LIGHT POLE	• 74" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 76" LIGHT POLE	• 76" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 78" LIGHT POLE	• 78" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 80" LIGHT POLE	• 80" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 82" LIGHT POLE	• 82" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 84" LIGHT POLE	• 84" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 86" LIGHT POLE	• 86" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 88" LIGHT POLE	• 88" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 90" LIGHT POLE	• 90" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 92" LIGHT POLE	• 92" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 94" LIGHT POLE	• 94" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 96" LIGHT POLE	• 96" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 98" LIGHT POLE	• 98" LIGHT POLE
• ROW PIPE WITH CAP	• SAGRENT STAIN VALVE	• 100" LIGHT POLE	• 100" LIGHT POLE

ADDITIONAL ABBREVIATIONS - TREE LEGEND		TREE SIZE (INCHES)	
CP	CAMPION TREE	OK24"	MULTIPLE TRUNKS
MP	MAPLE TREE		
SY	SYCAMORE TREE		
OK	OAK TREE		
SG	SWEET GUM TREE		
HK	HICKORY TREE		
CH	CHINA BERRY TREE		
SD	SUGARDERRY TREE		
CD	CEDAR TREE		
EM	ELM TREE		
CT	CITRUS TREE		
PN	PINE TREE		
PM	PALM TREE		
HY	HOLLY		

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1401 WEST 80th
PORT ORANGE, FL 32127
(407) 761-2400
www.sligerandassociates.com
LICENSED BUSINESS CERTIFICATION NUMBER 3019
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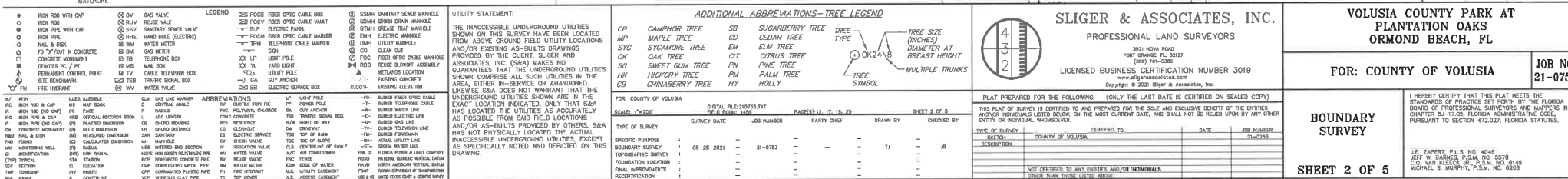
PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)
THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITLED PERSONS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER PERSON.
DATE: 05-25-2021
BY: JEFFREY W. BARNES
COUNTY: VOLUSIA
SHEET: 1 OF 5

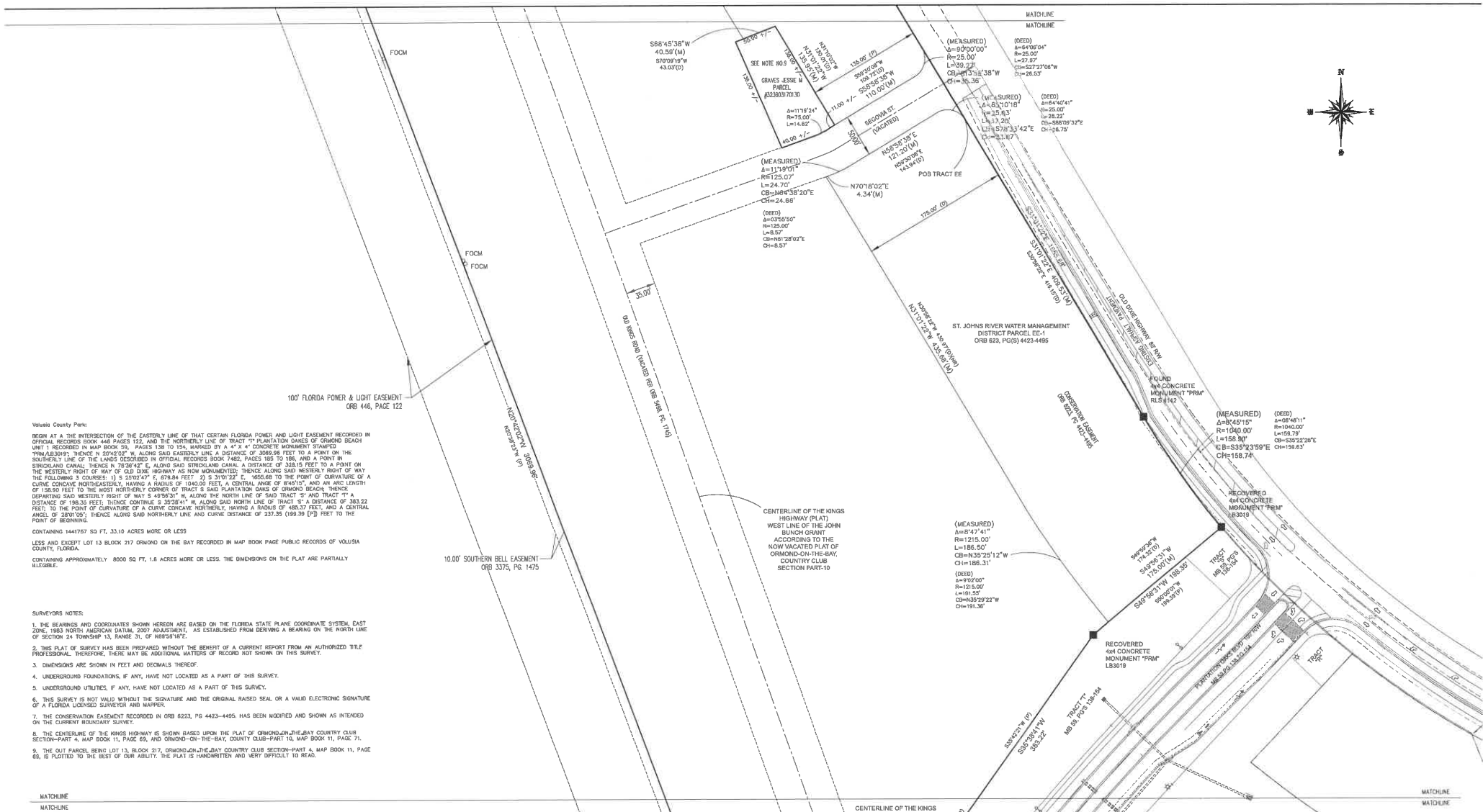
TYPE OF SURVEY: BOUNDARY SURVEY
DATE: 05-25-2021
JOB NUMBER: 21-0753
PARTY CHIEF: JEFFREY W. BARNES
DRAWN BY: JEFFREY W. BARNES
CHECKED BY: JEFFREY W. BARNES
NOT CERTIFIED TO ANY OTHER PERSONS OR PURPOSES OTHER THAN THOSE LISTED ABOVE.

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753

BOUNDARY SURVEY
SHEET 1 OF 5

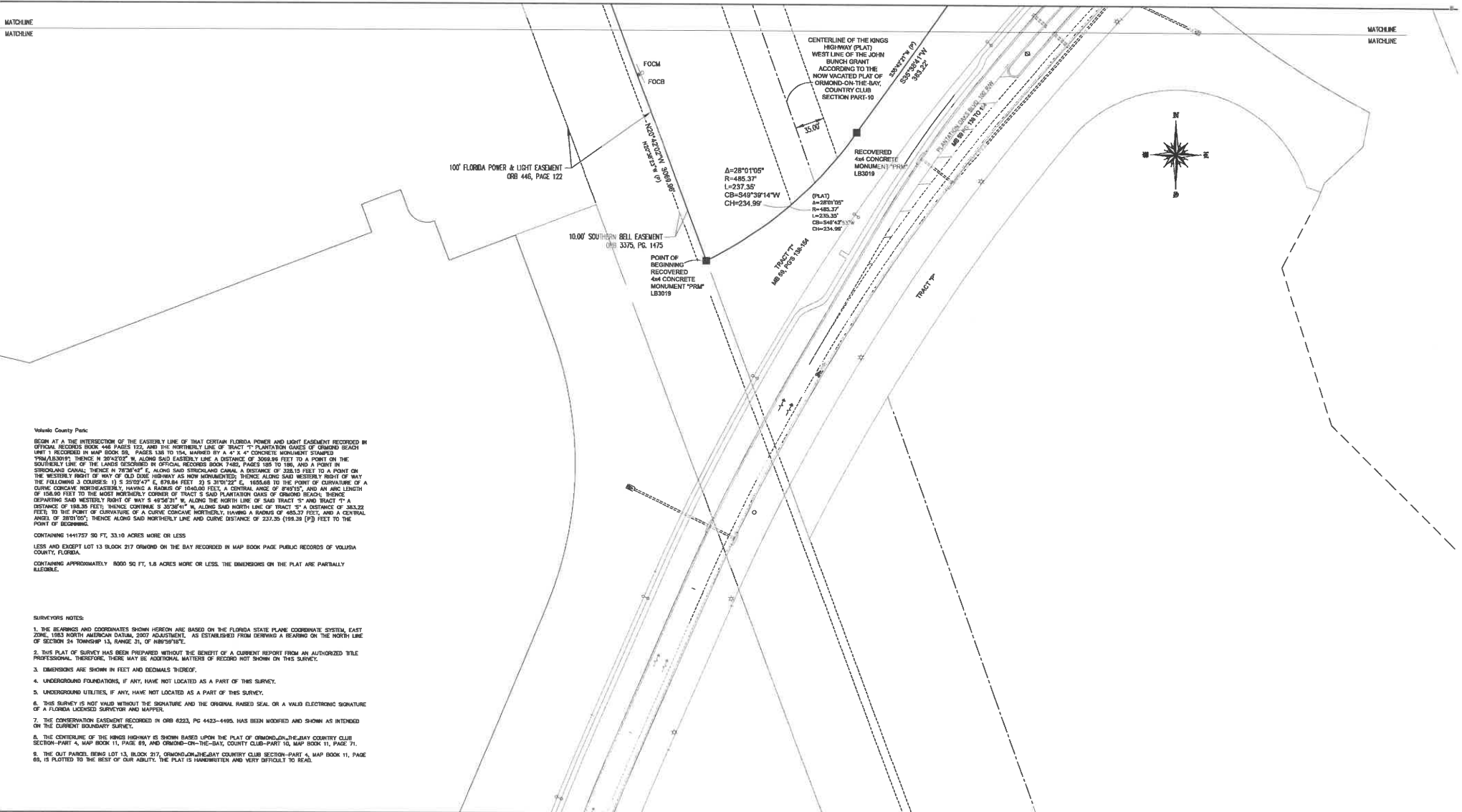
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
JEFFREY W. BARNES
J.E. ZAPERT, P.E., NO. 4246
J.W. BARNES, P.E., NO. 5076
C. VAN KLEE, JR., P.E., NO. 6149
MICHAEL S. MURPHY, P.E., NO. 4200



[illegible]

MATCHLINE
MATCHLINE

MATCHLINE
MATCHLINE



Volusia County Park:

BEING AT THE INTERSECTION OF THE EASTERN LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECOVERED IN OFFICIAL RECORDS BOOK 446, PAGE 122, AND THE NORTHERLY LINE OF TRACT "Y" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 10, PAGE 138 TO 134, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "VOLUSIA PARK, THENCE N 20°10'05" W, ALONG SAID EASTERN LINE A DISTANCE OF 108.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 189 TO 186, AND A POINT IN SIRCULANDS CANAL, THENCE N 20°10'05" E, ALONG SAID SIRCULANDS CANAL, A DISTANCE OF 323.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DOSE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF THE FOLLOWING 3 COURSES: 1) S 20°10'05" E, 478.84 FEET, S 20°10'05" E, 108.88 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 164,040 FEET, A CENTRAL ANGLE OF 0°49'57", AND AN ARC LENGTH OF 158.80 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "Y" A DISTANCE OF 108.88 FEET, THENCE CURVING S 20°10'05" W, ALONG SAID NORTH LINE OF TRACT "Y" A DISTANCE OF 288.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°10'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 227.35 (198.38 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 50 FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND ON THE BAY RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 50 FT, 1.8 ACRES MORE OR LESS, THE DIMENSIONS ON THE PLAT ARE PARTIALLY ALLEGABLE.

SURVEYOR'S NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 34, TOWNSHIP 13, RANGE 21, OF 188°20'05".
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORD 8223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 15, AND ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 65, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

IRON ROD WITH CAP

D.V. GAS VALVE

IRON PIPE WITH CAP

D.V. GAS VALVE

NAIL & ROD

D.V. GAS VALVE

TO "X" JOINT IN CONCRETE

D.V. GAS VALVE

CONCRETE MONUMENT

D.V. GAS VALVE

DIMENSION PC / FT

D.V. GAS VALVE

PERMANENT CONTROL POINT

D.V. GAS VALVE

SITE MONUMENT

D.V. GAS VALVE

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DIMENSION PC / FT

D.V. GAS VALVE

PERMANENT CONTROL POINT

D.V. GAS VALVE

SITE MONUMENT

D.V. GAS VALVE

IRON ROD WITH CAP

D.V. GAS VALVE

IRON PIPE WITH CAP

D.V. GAS VALVE

NAIL & ROD

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TO "X" JOINT IN CONCRETE

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Patricia Smith - [EX] Volusia County park parcel, Plantation Oaks Boulevard and Old Dixie Highway

From: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
To: 'Clay Ervin' <cervin@volusia.org>
Date: 3/28/2022 7:00 AM
Subject: [EX] Volusia County park parcel, Plantation Oaks Boulevard and Old Dixie Highway
Cc: 'Susan Jackson' <sjackson@volusia.org>, 'Patricia Smith' <pssmith@volusi...
Attachments: 10.01.2021, Ormond Beach public hearing application.pdf

***CAUTION:** This email originated from outside Volusia County's email system. DO NOT CLICK links or attachments unless you recognize the sender and/or know the content is safe.*

Good morning Clay,

Planning staff sent notice of the Plantation Oaks major amendment Planning Board hearing date (April 14, 2022) last week. I wanted to follow up on the Volusia County park parcel at Plantation Oaks Boulevard and Old Dixie Highway. The intention of the Plantation Oaks major amendment is to separate out the Volusia County park parcel from the Plantation Oaks development order. Please let me know if Volusia County staff has any concerns with this action.

After action on the Plantation Oaks major amendment, the Volusia County park parcel would need its own city land use and zoning. At your convenience, city Planning staff would request that the attached application be completed as the land owner. There is no fee for the processing of the land use and zoning amendment. City staff would work with you on a coordinating a city review schedule for public hearings.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
 Planning Director



Planning Department
 22 South Beach Street, Room 104
 Ormond Beach, FL 32175
 Direct Line: [386.676.3341](tel:386.676.3341)

Department: [386.676.3238](tel:386.676.3238)

Cell: [386.366.1590](tel:386.366.1590)

Fax: [386.676.3361](tel:386.676.3361)

E-mail: Steven.Spraker@ormondbeach.org

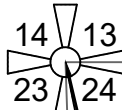
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ATTACHMENT 3

Sketch and legal
description of Volusia
County parcel number
3239-03-17-0130

EXHIBIT "A"

Page 1 of 2



S89°57'37"E
530.94'

POINT OF COMMENCEMENT
NW CORNER SECTION 24,
TOWNSHIP 13 SOUTH,
RANGE 31 EAST
FOUND 4"x4" CM (NO ID)

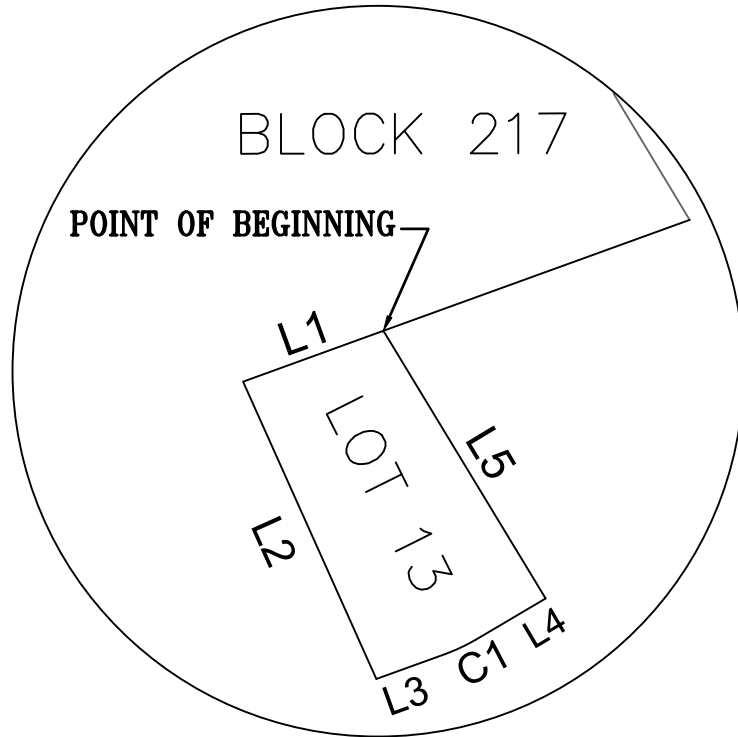
S39°18'33"E
970.33'

S79°15'13"E
1984.77'

N78°39'47"E
641.29'

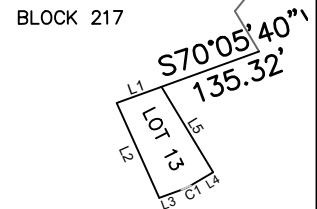
S24°59'47"E
879.74'

OLD DIXIE HIGHWAY (80' PUBLIC R/W)
S30°58'22"E
1067.22'



Line Table		
Line #	Length	Direction
L1	61.94'	S70° 05' 40"W
L2	135.37'	S24° 08' 31"E
L3	30.50'	N70° 05' 40"E
L4	33.68'	N59° 26' 28"E
L5	130.01	N31° 13' 42"W

Curve Table			
Curve #	Length	Radius	Delta
C1	13.95'	75.00'	10° 39' 16"



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

DATE:	06/23/2022	PROJECT NO.:	
SCALE:	N.T.S.	Packet Pg. 285	
DRAWN BY:	co	SHEET:	2 OF 2

EXHIBIT "A"**Page 2 of 2****DESCRIPTION:**

LOT 13, BLOCK 217, ORMOND ON THE BAY, OR 8201, PG 0825, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°57'37"E ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1067.22 FEET; THENCE S70°05'40"W DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 135.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S70°05'40"W A DISTANCE OF 61.94 FEET; THENCE S24°08'31"E A DISTANCE OF 135.37 FEET; THENCE N70°05'40"E A DISTANCE OF 30.50 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF N64°46'04"E, A CHORD LENGTH OF 13.95 FEET, AND A CENTRAL ANGLE OF 10°39'16", THENCE 13.93 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEROF; THENCE N59°26'28"E DEPARTING SAID CURVE A DISTANCE OF 33.68 FEET; THENCE N31°13'42"W A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9,354 S.F. OF 0.21 ACRES MORE OR LESS

Draft

Planning Board minutes

August 11, 2022

Volusia County Parkland Parcels Land Use Map Amendment

B. LUPA 2022-057: Volusia County Parkland Parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, generally located at Old Dixie Highway and Plantation Oaks Boulevard – Small-Scale Land Use Map Amendment

Mr. Steven Spraker, Planning Director, explained the request from the County of Volusia for a Small-Scale Comprehensive Plan Land Use Map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach “Low Density Residential” and “Volusia County Urban Low Intensity” to Ormond Beach “Recreation/Open Space.”

Mr. Spraker stated that Volusia County purchased the land approximately over 33 acres, originally part of Plantation Oaks with the goal of land preservation and a natural trail. The parcel was separated out of Plantation Oaks and now it is time to assign a land use and zoning step in the process. As aforementioned the land use being sought is “Recreation/Open Space.” Mr. Spraker stated that there is an existing 175’ conservation easement along Old Dixie Highway. The amendment seeks to go from “Low Density Residential” and “Volusia County Urban Low Intensity” to Ormond Beach “Recreation/Open Space.” Staff recommends approval with the next steps in the process being for it to go to City Commission on September 21, 2022 and October 5, 2022 for second reading.

Chairman Briley announced the public hearing and asked if anyone from the audience, including the applicant, was interested in addressing the Board on the item.

Chairman Briley closed the public hearing and opened it up to the Board.

Mr. Jorczak commented on a project Volusia County was looking into and talk of them making provision to try and run access to the Loop through there and asked the status of it in the development stage. Mr. Spraker answered explaining that from his understanding, that the County is developing a natural 5’-wide path trail. There is currently already a path through the property and no trees will be taken down. In the Park and Recreation Master Plan, one of the highest priorities in it is to create natural trails. Mr. Spraker continued that

the project to the north of it will be Dixie Ridge. As part of a development order the developer preserved 13 acres from the FPL easement to Old Dixie Ridge and then developed the rest of it. The land will be expanded another 13 acres to the north. He concluded that tonight's item is assigning a city land use.

Mr. Galloway asked if it was FPL land in between the western edge in the Right-of-Way (ROW). Mr. Spraker answer that yes, it is, 100'. Mr. Galloway asked how many homes could have gone in there. Mr. Spraker replied that it specified 76 in the original Plantation Oaks plan with a 175' conservation easement along Old Dixie Highway. Mr. Galloway noted that this is a perfect example of saving land for a good use to keep as land. Chairman Briley added that it was needed to keep the buffer for the Loop. The County paid over \$1 million dollars for the park property. He stated that everyone should be aware that a lot of this development that is occurring now was approved in the mid-to-late 1980s.

Board discussion ensued regarding the buffer and the purchased conservatory property Volusia Forever assisted with.

Chairman Briley entertained a motion.

Ms. Tolland motioned to approve LUPA 2022-57: Volusia County Parkland Parcels: 3124-00-00-0022, 3239-03-17-0130, and 2339-03-07-0100, generally located at Old Dixie Highway and Plantation Oaks Boulevard – Small-Scale Land Use Map Amendment. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).



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: Susan C. Dauderis, City Clerk

Date: October 5, 2022

Subject: Hurricane Ian Local Emergency Ordinance

Commission Goal: Governance - Other

Introduction

This is a request to ratify the City's Declaration of Local Emergency, authorizing temporary emergency administrative procedures, and waiving all tree and building permit fees for sixty (60) days for repairing damage caused by Hurricane Ian.

Background

Governor Ron DeSantis declared a state of emergency on September 24, 2022 for the state of Florida, and both Volusia County and the City of Ormond Beach issued declarations of local emergency due to Hurricane Ian on September 27, 2022.

The State Emergency Management Act, Chapter 252, *Florida Statutes (F.S.)*, provides a municipality with the power and authority to take every prudent action necessary to ensure the health, safety, and welfare of the community in response to a natural disaster. Chapter 166.041, F.S., authorizes the governing body of a municipality to enact an emergency ordinance by a two-thirds vote.

Discussion

The emergency situation created by Hurricane Ian has resulted in a situation wherein a Declaration of Local Emergency, the enactment of emergency administrative procedures, and the immediate repair of damage and tree removal in response to the hurricane were necessary. These measures were taken to ensure the protection of the health, safety, and welfare of the citizens and businesses of the City of Ormond Beach.

The attached ordinance ratifies the emergency measures taken, including the waiving of permit fees for 60 days following the hurricane. Permits will still be required in order to ensure those contractors doing work for homeowners and businesses have the proper licenses and Business Tax Receipts or registrations.

Budget Impact

The amount of permit revenue which would be waived is unknown at this time.

Citizen Impact

While fees are being waived, a permit is still required and contractors must be licensed and/or registered to work. This will ensure that homeowners and local businesses are protected from “fly-by night” contractors from other parts of the country. The time given to waive fees is needed to ensure that residents and businesses are able to resolve their claims with their insurance companies and begin work. If further extensions are needed, staff will request that the ordinance be extended.

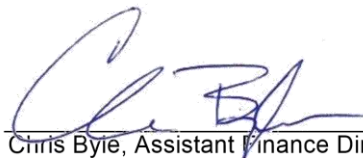
Recommendation

Staff recommends approval of the ordinance which includes the waiving permit fees for 60 days.

Attachments:

- 22-30 Hurricane Ian-Decl Emerg Waive Permits (P22-0170G) (PDF)
- Emergency Declaration - Ian 09-27-2022 (PDF)
- VC Declaration of Local Emergency for Hurricane Ian (09-27-22) (PDF)

REVIEWED BY:


Chris Byrle, Assistant Finance Director 9/27/2022


Claire Whitley, Assistant City Manager 9/27/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/28/2022

ORDINANCE NO. 2022-30

AN ORDINANCE RECOGNIZING DECLARATIONS OF A STATE OF EMERGENCY IN THE STATE OF FLORIDA AND COUNTY OF VOLUSIA, INCLUDING THE CITY OF ORMOND BEACH, AS DECLARED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF ORMOND BEACH; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES FOR THE REMOVAL OF CERTAIN TREES; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE IAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on September 23, 2022, and in accordance with the powers conferred by the State Emergency Management Act, Chapter 252, Florida Statutes, Governor Ron DeSantis, the governor of the state of Florida, issued Executive Order Number 22-218 declaring a state of emergency for 24 counties as a result of Tropical Depression Nine, and

WHEREAS, on September 24 2022, Governor DeSantis issued Executive Order Number 22-219 amending Executive Order 22-218 to include the entire state of Florida as Tropical Storm Nine strengthened into Tropical Storm Ian and was forecast to become a major hurricane, and

WHEREAS, on September 24, 2022, the federal government issued a declaration of emergency for the state of Florida (FEMA-3584-EM) as a result of Hurricane Ian, and issued an amended declaration of emergency on September 25, 2022 (Amendment No. 1) which included Volusia County and the territories situated therein, and

WHEREAS, Volusia County is a political subdivision of the state of Florida and is the local emergency management agency designated by the State Emergency Management Act, Chapter 252, Florida Statutes, that is empowered to provide emergency management services throughout the entire territory of the county, and

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, provides a municipality with the power and authority to take every prudent action necessary to ensure the health, safety, and welfare of the community in response to a natural emergency; and

WHEREAS, on September 27, 2022 Volusia County issued a declaration of local emergency throughout the county as a result of Hurricane Ian, and

WHEREAS, on September 27, 2022, Mayor Bill Partington issued a declaration of local emergency throughout the city of Ormond Beach as a result of Hurricane Ian, and

WHEREAS, declarations of emergency having been issued by the federal, state and local governments, and the city commission of the city of Ormond Beach determines it to be prudent and necessary to approve this ordinance officially declaring a local state of emergency throughout the municipal limits of the city of Ormond Beach and to ratify and affirm all action heretofore exercised in furtherance of said declarations; and

WHEREAS, Chapter 166.041, Florida Statutes, authorizes the governing body of a municipality to enact an emergency ordinance by a two-thirds vote; and

WHEREAS, Chapter 8 of the Code of Ordinances, of the City of Ormond Beach provides requirements for the submittal of applications, forms and plans for the issuance of building permits to ensure compliance with the Florida Building Code (FBC); and

WHEREAS, the City of Ormond Beach has included in Chapter 3, Article I, Section 3-03 of the adopted Land Development Code (LDC) specific requirements and fees for the review and approval of applications, and for inspections related thereto, regarding the removal of trees in the City; and

WHEREAS, residents and business owners in the City of Ormond Beach will sustain, or have sustained, severe damage as a result of Hurricane Ian; and

WHEREAS, the emergency situation created by Hurricane Ian has resulted in a unique situation where emergency repairs and tree removal will require immediate response to protect the health, safety and welfare of the citizens and businesses of the City of Ormond Beach; now therefore,

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

SECTION ONE. The city commission of the city of Ormond Beach hereby declares a local state of emergency in the city as a result of Hurricane Ian and hereby ratifies and affirms all action taken in furtherance of the declarations heretofore made.

SECTION TWO. The city's chief building official and building inspectors are hereby authorized to issue permits that are needed to secure residential and/or commercial or business structures that do not require detailed drawings that are otherwise required to be prepared by a licensed architect or engineer. The authority shall apply, but not be limited, to roofing repairs for shingles, broken windows and/or doors, fences that fell down or other similar repairs resulting from storm damage as a result of Hurricane Ian. All fees associated with these improvements are hereby waived.

SECTION THREE. The neighborhood improvement manager and NID officers are hereby directed to expedite tree removal permits and to waive any permit fees for the removal of trees threatening the life, safety or welfare of the city residents or businesses. The removal of trees must be related to damages resulting from Hurricane Ian.

SECTION FOUR. The city commission further expresses its desire to protect the public by not allowing unauthorized contractors to engage in unlicensed construction activities, and directs the appropriate city staff from the building and neighborhood improvement divisions to take appropriate measures to prevent unlicensed contractors from performing work in the city.

SECTION FIVE. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. If any section, paragraph, sentence, clause and phrase of this ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION SEVEN. This ordinance shall become effective immediately upon adoption and shall remain in full force and effect for a period of sixty (60) days therefrom, after which time it shall be deemed to be automatically null and void and shall have no further legal force or effect.

PASSED UPON by the city commission by at least a two-thirds vote, this 5th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

DECLARATION OF LOCAL EMERGENCY
FOR HURRICANE IAN

WHEREAS, on September 23, 2022, Governor Ron DeSantis declared a State of Emergency for 24 Florida counties, by Executive Order Number 22-218 due to Tropical Depression Nine; and

WHEREAS, on September 24, 2022, Governor Ron DeSantis issued Executive Order 22-219, amending Executive Order Number 22-218, to include the entire State of Florida, as Tropical Depression Nine had strengthened into Tropical Storm Ian, and was forecast to become a major hurricane making landfall along Florida's West Coast; and

WHEREAS, due to the Governor's Executive Order, and with the expectation Volusia County Chairman Jeff Brower will declare a Local Emergency effective throughout Volusia County; and

WHEREAS, the city of Ormond Beach is a municipality empowered to exercise broad home rule powers in accordance with Section 2, Article VIII of the Florida Constitution; Chapter 166, Florida Statutes and other general laws of the state; and the Charter of the city of Ormond Beach, including sections 1.01, 1.03 and 3.05; and

WHEREAS, section 252.38(2), Florida Statutes, a general law of the state of Florida, authorizes municipalities to exercise emergency management powers consistent with a declaration of emergency issued by the governor, and consistent with the exercise of emergency management powers by a county emergency management program.

NOW THEREFORE, consistent with the foregoing authority and consistent with the declarations of emergency issued by the State of Florida and by Volusia County, and as Mayor of the city of Ormond Beach, Florida, I do hereby declare a local emergency throughout the city of Ormond Beach that shall be effective to, and shall run concurrent with, the period prescribed in the Volusia County declaration of emergency.

ORDERED this 27th day of September, 2022.


Bill Partington, Mayor
CITY OF ORMOND BEACH

ATTEST:


Joyce Shanahan, City Manager
CITY OF ORMOND BEACH

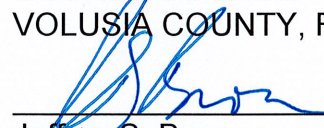


DECLARATION OF LOCAL EMERGENCY
FOR HURRICANE IAN

Consistent with the State of Emergency declared on September 23, 2022, by Governor Ron DeSantis in Executive Order Number 22-219 (Emergency Management-22-218), and pursuant to section 252.38(3)(a)(5), Florida Statutes, and section 46-143, Code of Ordinances, County of Volusia, the county council hereby declares a State of Local Emergency, effective throughout Volusia County as of 8:00 A.m. on this date for a period of seven days.

ORDERED this 27th day of September, 2022.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA



Jeffrey S. Brower
County Chair

ATTEST:



George Recktenwald
County Manager



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: October 5, 2022

Subject: Budget Amendments Fiscal Year 2021-2022

Commission Goal: Governance - Other

Introduction

This is a request to amend the Fiscal Year (FY) 2021-2022 budget.

Background

An amendment is required whenever the total appropriation of any fund is increased.

Discussion

The request is to amend the budget by \$8,892,804 with a final budget amount of \$110,617,270. The net budget amount is \$87,789,106 and represents the budget amount without duplicate entries (transfers and departmental charges required by Generally Accepted Accounting Principles GAAP) required to comply with state budget requirements (such as transfers among funds).

The attachment provides details regarding the proposed amendment of the FY 2021-22 budget. These amendments are largely related to construction projects included in the FY 2020-21 budget where construction carried over to FY 2021-22.

Purpose	Amount
Cost increases primarily inflation related	\$669,219
Capital projects carried over from prior fiscal year	\$4,957,003
Transfers and departmental charges (duplicate entries)	\$1,934,582
Costs related to damage of City property (some portions were reimbursed by party responsible for damage)	\$564,000
Mid year wage adjustment	\$768,000
TOTAL	\$8,892,804

Budget Impact

Amends the budget to reappropriate funding for capital projects originally budget in FY 2021-22 and provide additional funding for fuel cost increases.

Citizen Impact

The requested amendments will ensure the city complies with local and state budgetary requirements.

Recommendation

Staff recommends approval of the attached FY 2021-22 budget amendments.

Attachments:

- 22-31 Budget Amendment FY2021-2022 (P22-0143G) (PDF)
- Budget Amendments (PDF)
- Attachment A-Amendments (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/12/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

ORDINANCE NO. 2022-31

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 BY AMENDING THE GENERAL FUND (001); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); ECONOMIC DEVELOPMENT FUND (110); GRANTS FUND (116); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the annual budget for Fiscal Year 2021-2022 by amending the General Fund (001); Stormwater Utility Fund (107); Airport Fund (108); Local Law Enforcement Trust Fund (109); Economic Development Fund (110); Grants Fund (116); Capital Improvements Fund (301); Equipment Renewal & Replacement Fund (302); Public Safety Vehicle & Equipment Fund (305); Transportation Improvements Fund (308); Facilities Renewal & Replacement Fund (317); Water and Wastewater Fund (401); Vehicle Replacement Fund (408); Renewal & Replacement Fund (409); and the General Liability Fund (504); as more particularly set forth on the Attachment “A” attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The City Commission hereby amends the 2021-2022 Fiscal Year annual budget as set forth on Attachment “A” attached hereto.

SECTION TWO. This Ordinance shall take effect immediately upon second reading.

PASSED UPON at the first reading of the City Commission, this 5th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission, this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
General Fund	Use of Fund Balance	2,003,402.00			
	VOCA Grant	3,047.00			
	Revenue Sharing	452,818.00			
	Departmental Charges	281,500.00			
		<u>2,740,767.00</u>			
General Fund	Ormond Beach Art Museum Contract		24,320.00	Due to increase in cost	Reso. 2021-159 approved 10/5/21
	Contribution		20,000.00	Dr. Mary McLeod Bethune Statuary Fund	Commission Directive 10/18/21
	Transfer to Fund 116		862,235.00	SONC Gymnasium	Reso. 2021-16 approved 8/21/21
	Transfer to Fund 301		146,847.00	Facilities Hardening	Reso 2022-06 approved 1/4/22
	Transfer to Fund 301		350,000.00	Police Chiller	Reso. 2022-85 approved 7/19/22
	Wages		600,000.00	Mid Year Wage Adjustment	Reso. 2022-15 approved 1/18/22
	VOCA-Office Supplies		3,047.00	Grant Funded	N/A
	Fire Medical Supplies		23,000.00	Due to increase in cost	N/A
	General Liability User Charges		86,000.00	Insurance Premium	Reso. 2021-154 approved 9/22/21
	Telephone (City clerk)		12,318.00	Due to increase in cost	N/A
	Streets Traffic Signage and Markers		50,000.00	Due to increase in cost	N/A
	Fleet Fuel		281,500.00	Due to increase in cost	Per discussion at budget workshop 7/19/22
	Departmental Charges		281,500.00	For add'l cost of fuel provided by Fleet	Per discussion at budget workshop 7/19/22
			<u>2,740,767.00</u>		
Stormwater	Use of Fund	434,000.00			
	HMGF Grant	275,000.00			
		<u>709,000.00</u>			
Stormwater	Wimette Stormwater Pump Station		38,000.00	Fiber Optics	Reso. 2021-150 approved 9/22/21
	385 Old Kings Road Property		110,000.00	Remediation	Reso. 2022-25 approved 2/15/22
	Stormwater Fuel		20,000.00	Due to cost increase	N/A
	Wilmette Pump Station		541,000.00	Construction	Reso. 2021-47 approved 2/16/21
			<u>709,000.00</u>		
Airport	FAA	323,443.00			
	FDOT	(40,907.00)			
	Use of Fund Balance	83,708.00			
		<u>366,244.00</u>			
Airport	Enviromental Systems Improvements		57,162.00	Capital Project	Reso. 2021-75 approved 4/20/21
	Airport Resurfacing of Catwalk		8,000.00	Budget Carryover	NA
	Airport Land Use Study		57,000.00	Golf Course Property	Reso. 2021-160 approved 10/5/2021
	Taxiway B & Taxiway D Rehabilitation		185,448.00	11/16/2021	Reso. 2021-184 & 2021-185 approved 11/16/21
	Design		33,000.00	AWOS	Reso. 2022-29 approved 2/15/22
	Golf Course Environmental Cleanup		14,000.00	Cleanup	NA
	Grounds Maintenance		11,634.00	Riverbend add'l mowings	NA
			<u>366,244.00</u>		
Forfeitures	Use of Fund Balance	18,853.00			
	JAG Grant	12,297.00			
		<u>31,150.00</u>			
Forfeitures	Tag Reader		31,150.00	Budget Carryforward	Reso. 2021-114 approved 7/20/21

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
			<u>31,150.00</u>		
Econ. Development	Use of Fund Balance	19,800.00			
		<u>19,800.00</u>			
Econ. Development	Mitigation Credits/Carryover of Design		19,800.00	Business Park Drive Phase II	N/A
			<u>19,800.00</u>		
Grants	Use of Fund Balance	43,800.00			
	Daytona Beach R&R Facilities District	235,200.00		SONC Gymnasium	
	Transfer From General Fund	862,235.00		SONC Gymnasium	
		<u>1,141,235.00</u>			
Grants	NLC Economic Development		8,500.00	Budget Carryover	NA
	SONC Gymnasium		1,127,735.00	Budget Carryover 8/4/21	Reso. 2021-120 approved 8/4/21
	Nova Community Park		5,000.00	Budget Carryover	NA
			<u>1,141,235.00</u>		
General Capital Impr.	Use of Fund Balance	572,000.00			
	Transfer from General Fund	146,847.00		Facilities Hardening	
	Transfer from General Fund	350,000.00		Police Chiller	
	Transfer from General Liability Fund	198,000.00		Sanchez Park Playground & Nova Gym Floor	
	FEMA	627,153.00		Facilities Hardening	
	CDBG	156,350.00		Hope Place CDBG FY 22	
		<u>2,050,350.00</u>			
General Capital Impr.	Police Chiller		400,000.00	Construction	Reso. 2022-85 approved 7/19/22
	Facilities Hardening		999,000.00	Construction	Reso. 2022-06 approved 1/4/22
	Sanchez Park Playground		82,000.00	2/15/2022	Reso. 2022-24 approved 2/15/22
	MacDonald House		182,000.00	Budget Carryover	N/A
	Hope Place Contribution		22,500.00	Hope Place CDBG FY 22	N/A
	Nova Gym Floor		141,000.00	Water Damaged	Reso. 2022-76 approved 6/7/22
	Andy Romano Park Ramp		90,000.00	Beach Ramp 11/16/2021	Reso. 2021-177 approved 11/16/21
	Fleming Playground		133,850.00	Budget Carryover 8/4/21	2021-133 approved 8/4/21
			<u>2,050,350.00</u>		
General Vehicle Repl.	Use of Fund Balance	51,831.00			
		<u>51,831.00</u>			
General Vehicle Repl.	Patrol Vehicle #221		30,113.00	Budget Carryover	NA
	Leisure Service Vehicle #523		21,718.00	Budget Carryover	NA
			<u>51,831.00</u>		
Public Safety	Transfer in From General Liability Fund 502	10,000.00			
		<u>10,000.00</u>			
Public Safety	Radar Speed Trailer		10,000.00	Damaged in accident	NA
			<u>10,000.00</u>		
Transportation	Use of Fund Balance	244,400.00		NA	

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
		<u>244,400.00</u>			
Transportation	Traffic Calming FY 2020-21 Balance		25,000.00	Budget Carryover	Reso. 2021-151 approved 9/22/21
	Granada to Nova LED Replacement		10,000.00	Work Authorization	N/A
	Nova Road Emergency Repair		115,000.00	Emergency Procurement	Reso. 2022-23 approved 2/15/22
	Riviera Park Pedestrian Signals		6,900.00	Budget Carryover	N/A
	Transporation Consultant		47,500.00	Missed in original budget	N/A
	Traffic Impact Study West Ormond		40,000.00	Work Authorization	N/A
			<u>244,400.00</u>		
Facilities R&R	Use of Fund Balance	<u>292,047.00</u>		NA	
		<u>292,047.00</u>			
Facilities R&R	IT Renovations		8,627.00	Budget Carryover	
	Warranty City Hall/PD Chiller		15,500.00	New Appropriation	
	Ames Blind Replacement		8,700.00	New Appropriation	
	PD Chiller		165,000.00	New Appropriation	
	ARBFP-Replace Cables		5,500.00	Budget Carryover	
	CP I-Reline Basketball Court		7,900.00	Budget Carryover	
	Fire Station 93-Interior Painting		3,500.00	Budget Carryover	
	Nova-Install ADA Door Opener		6,000.00	Budget Carryover	
	OBSC-Repaint Wendelstedt Bldg.		5,000.00	Budget Carryover	
	OBSC-Install Ice Machine		3,500.00	Budget Carryover	
	Public Works-Retrofit Overhead Door		4,200.00	Budget Carryover	
	Riverbend Park-Restain Pavillion		3,300.00	Budget Carryover	
	OBSC-Replace Fencing		9,370.00	Budget Carryover	
	Tennis Center-Ice Maker		4,250.00	Budget Carryover	
	City Hall-Exhaust Replacement		6,000.00	Budget Carryover	
	Casements Flooring		8,200.00	New Appropriation	
	Park Repairs (Multiple Locations)		27,500.00	Budget Carryover	
			<u>292,047.00</u>		
WWW Operating	Prior Year Surplus (401.389001)	<u>338,000.00</u>			
		<u>338,000.00</u>			
WWW Operating		40153302.5	85,000.00	29-Apr-22	No Resolution...Operating Request Shawn Finley..In Folder
		40153502.5	25,000.00		
		40153502.5	25,000.00		
	Chemical Cost Increase		35,000.00		
	Mid Year Wage Adjustment		168,000.00	Reso 2022-15 1/18/22	
			<u>338,000.00</u>		
WWW Vehicle Repl.	Use of Fund Balance	<u>99,880.00</u>			
		<u>99,880.00</u>			
WWW Vehicle Repl.	408VEH Vehicle 363		99,880.00	Budget Carryover	Resolution 2021-16 Minutetraq item 4543
			<u>99,880.00</u>		
WWW Capital Impr.	Use of Fund Balance	<u>374,100.00</u>		NA	
		<u>374,100.00</u>			
WWW Capital Impr.	Sand Filter		52,100.00	Budget Carryover	N/A
	Riverside Sewer Lateral Repair		67,000.00	Construction	Reso. 2021-201 approved 12/7/21

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
	2022 Western Service Area Update		25,000.00	Work Authorization	N/A
	Sewer Lining		20,000.00	Construction	Reso 2022-39 approved 3/22/22
	2 Inch Watermain Design		210,000.00	Budget Carryover	N/A
			<u>374,100.00</u>		
General Liability	Reimbursement from Insurance Company	208,000.00			
	User Charges	86,000.00			
	Fund Balance	130,000.00			
		<u>424,000.00</u>			
General Liability	Transfer to Fund 305		10,000.00		
	Transfer to Fund 301 (Sanchez Playground)		82,000.00	2/15/2022	Reso. 2022-24 approved 2/15/22
	Transfer to Fund 301 (Nova Gym Floor)		116,000.00	Water Damaged	Reso. 2022-76 approved 6/7/22
	Commercial Insurance Premium		86,000.00	Insurance Premium	Reso. 2021-154 approved 9/22/21
	Legal Expenses		100,000.00	Volusia County, Hunter's Ridge	
	Landscaping-MV Accident		30,000.00	Grounds Maintenance Contractor	Reso 2022-43 approved 3/22/22
			<u>424,000.00</u>		
TOTAL AMENDMENTS		<u>8,892,804.00</u>	<u>8,892,804.00</u>		
REVISED BUDGET		110,617,270.00	110,617,270.00		

Attachment A			
Description	Original Budget FY 2021-22	Amendments	Final Budget FY 2021-22
General Fund (001)	37,753,928	2,740,767	40,494,695
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	2,129,601	-	2,129,601
Ormond Crossings Trust Fund (106)	255,461	-	255,461
Stormwater Utility Fund (107)	2,531,000	709,000	3,240,000
Airport Fund (108)	2,657,240	366,244	3,023,484
Local Law Enforcement Trust Fund (109)	65,800	31,150	96,950
Economic Development Fund (110)	-	19,800	19,800
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	800,000	-	800,000
Recreation Facility Fee Fund (115)	41,600	-	41,600
Grants Fund (116)	-	1,141,235	1,141,235
Total Special Revenue Funds	8,480,702	2,267,429	10,748,131
Debt Service Funds:			
Financing Debt Service Fund (205)	730,798	-	730,798
2003 GOB Debt Service Fund (210)	114,934	-	114,934
2004 Revenue Bond Fund (211)	157,000	-	157,000
2010 Beachfront Park Bond Fund (220)	352,747	-	352,747
Total Debt Service Funds	1,355,479	0	1,355,479
Capital Improvement Funds:			
Capital Improvements Fund (301)	534,075	2,050,350	2,584,425
Equipment Renewal & Replacement Fund (302)	421,363	51,831	473,194
Public Safety Vehicle & Equipment Fund (305)	2,148,225	10,000	2,158,225
Transportation Improvements Fund (308)	2,835,677	244,400	3,080,077
Recreational Impact Fee Fund (310)	125,000	-	125,000
Local Road Impact Fee Fund (316)	60,000	-	60,000
Facilities Renewal & Replacement Fund (317)	693,000	292,047	985,047
Stormwater Impact Fee Fund (318)	25,000	-	25,000
Total Capital Improvement Funds	6,842,340	2,648,628	9,490,968
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	21,810,055	338,000	22,148,055
Vehicle Replacement Fund (408)	200,000	99,880	299,880
Renewal & Replacement Fund (409)	7,627,865	374,100	8,001,965
Water/Wastewater Consolidated Debt Service Fund (414)	5,228,000	-	5,228,000
West Ormond Reuse Impact Fee Fund (433)	-	-	-
Water System Impact Fee Fund (434)	520,000	-	520,000
Wastewater System Impact Fee Fund (435)	400,000	-	400,000
Total Water and Wastewater Funds	35,785,920	811,980	36,597,900
Solid Waste Fund (460)	9,444,232	-	9,444,232
Workers Compensation Fund (502)	801,612	-	801,612
General Liability Fund (504)	1,260,253	424,000	1,684,253
TOTAL BUDGET APPROPRIATION	101,724,466	8,892,804	110,617,270
Less: Interfund Transfers	(16,025,406)	(1,567,082)	(17,592,488)
Fleet Operations (Internal Service Charges)	(1,380,289)	(281,500)	(1,661,789)
Engineering (Internal Service Charges)	(1,088,022)	-	(1,088,022)
Consolidated Insurance Fund (Internal Service Charges)	(2,061,865)	(424,000)	(2,485,865)
TOTAL NET BUDGET	81,168,884	6,620,222	87,789,106



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: October 5, 2022
Subject: City Attorney Evaluation
Commission Goal: N/A

Introduction

This is a discussion item to review the city attorney's performance evaluations. The individual evaluations from the mayor and each commissioner, as well as an evaluation summary are attached for your reference.

Discussion

The city attorney serves as legal counsel to the city commission, city manager, all city departments and divisions, and all city advisory boards and committees. The city attorney is also responsible for handling a variety of legal matters, including transactional matters, liability claims, and litigation.

The laws affecting the operation of local government agencies change frequently and the nuances in law can be challenging to navigate. I am fortunate to work with experienced legal staff, and I am privileged to work with a city manager and her staff who are the best in the business. The success we enjoy is the result of their dedicated public service and is a reflection of your evaluations.

The evaluation form included ten categories utilizing a point rating system of: 1 (Unsatisfactory), 2 (Improvement Needed), 3 (Meets Expectations), 4 (Exceeds Expectations), and 5 (Outstanding). The highest attainable score for each evaluation is 50 points (and the highest attainable cumulative score for all evaluations combined is 250 points). A brief summary of the evaluations follows:

Mayor Partington:	50 points	(Average Score: 5.0)
Commissioner Kent:	50 points	(Average Score: 5.0)
Commissioner Littleton:	49 points	(Average Score: 4.9)
Deputy Mayor Persis:	49 points	(Average Score: 4.9)
Commissioner Selby:	49.5 points	(Average Score: 4.95)

Total Cumulative Points: 247.5 points (Cumulative Average Score: 4.95)

I appreciate very much the continued confidence the city commission has entrusted to my legal stewardship. The legal work is challenging and is most rewarding when we succeed in helping the city manager and the city commission achieve goals that enhance the quality of life for Ormond Beach residents.

Budget Impact

N/A

Recommendation

Accept as presented.

Attachments:

- City Attorney Evaluation Summary (PDF)
- Mayor Partington (PDF)
- Comm Kent (PDF)
- Comm Littleton(PDF)
- Comm Persis (PDF)
- Comm Selby (PDF)



2022 EVALUATION SUMMARY OF CITY ATTORNEY

Name: Randal A. Hayes
Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					Kent Littleton Partington Persis Selby
Comments:					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					Kent Littleton Partington Persis Selby
Comments:					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					Kent Littleton Partington Persis Selby
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures				Persis	Kent Littleton Partington Selby
Comments:					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					Kent Littleton Partington Persis Selby
Comments: Persis: Mr. Hayes' comments and judgment reflect honesty and fairness.					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					Kent Littleton Partington Persis Selby
Comments: Kent: Your fantastic relationship with our City Manager has been very positive for the City of Ormond Beach. Littleton: This is the best characteristic about you.					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					Kent Littleton Partington Persis Selby
	Comments: Persis: Mr. Hayes responds promptly to requests and inquiries.				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees				Selby 4.5	Kent Littleton Partington Persis
	Comments: Persis: Mr. Hayes is always professional and courteous to citizens and staff.				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					Kent Littleton Partington Persis Selby
	Comments:				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)				Littleton	Kent Partington Persis Selby
	Comments: Littleton: The City v. County over Riverbend has caused harm, separation.				

Overall Rating

Highest attainable score for each evaluation: 50 points

Highest attainable cumulative score for all evaluations combined: 250 points

Mayor Partington:	50 points	(Average Score: 5.0)
Deputy Mayor Kent:	50 points	(Average Score: 5.0)
Commissioner Littleton:	49 points	(Average Score: 4.9)
Commissioner Persis :	49 points	(Average Score: 4.9)
Commissioner Selby:	49.5 points	(Average Score: 4.95)

Total cumulative points: 247.5 points (Cumulative Average Score: 4.95)

SECTION II.

Commission Member Comments

Commissioner Kent: Randy Hayes is a wonderful asset to the City of Ormond Beach. Randy is always looking out for the best interest of our city and the residents. Hands down BEST city attorney in the state of Florida. We are fortunate to have Randy Hayes as our city attorney.

Commissioner Littleton: Randy, It has been an absolute pleasure working with you over the years. You and your team are the best of the best. Be well and Ormond Beach is a better place because of you!

Mayor Partington: Randy continues to perform at an extremely high level! Ormond Beach is blessed/lucky to have his thoughtful approach and cool, calm demeanor. Randy's passion for the challenging job along with his knowledge of the law, good judgment and perseverance in a challenging time, make him an incredible asset for the residents of Ormond Beach. Essayist Thane Rosenbaum wrote, "Lawyers are much more focused on rational, logical and objective criteria to the exclusion of the emotional, subjective and sometimes irrational ...". I think Randy is that kind of lawyer and Ormond Beach is a better, safer place because of that!

Commissioner Persis: *no comments*

Commissioner Selby: The citizens of Ormond Beach are extremely fortunate to have a city attorney who cares as much as you do for Ormond Beach, who has the institutional knowledge that nearly 30 years of service brings to the table and the outstanding legal competency to weigh in on so many varied situations and matters. Thank you for your service!



2022 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes
Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
Comments:					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
Comments:					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
Comments:					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
Comments:					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
Comments:					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
Comments:					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
Comments:					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
Comments:					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
Comments:					

Overall Rating

(To be calculated based upon total review points)

SECTION II.**Commission Member Comments**

Randy continues to perform at an extremely high level! Ormond Beach is ^{Blessed} lucky to have his thoughtful approach and cool, calm demeanor. Randy's passion for the challenging job along with his knowledge of the law, good judgment and perseverance in a challenging time, make him an incredible asset for the residents of Ormond Beach. Essayist Thane Rosenbaum wrote, "Lawyers are much more focused on rational, logical, and objective criteria to the exclusion of the -

Evaluation Completed by:

Bill Portington

Date:

7/23/2022

- emotional, subjective, and sometimes irrational...". I think Randy is that kind of lawyer and Ormond Beach is a better, safer place because of that!



2022 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes
Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
Comments:					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
Comments:					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
Comments:					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
Comments:					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
Comments: <i>your fantastic relationship with our city manager has been very positive for the city of ormond beach</i>					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
Comments:					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
Comments:					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
Comments:					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
Comments:					

Overall Rating

(To be calculated based upon total review points)

SECTION II.**Commission Member Comments**

Randy Hayes is a wonderful asset to the city of Ormond Beach. Randy is always looking out for the best interest of our city and the residents. Hands down BEST city Attorney in the State of Florida. We are fortunate to have Randy Hayes as our city attorney.

Evaluation Completed by:



Date:

7/20/22



2022 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes
Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					X
Comments:					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					X
Comments:					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					X
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					X
Comments:					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					X
Comments:					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					X
Comments: THIS IS THE BEST CHARACTERISTIC ABOUT YOU.					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					X
Comments:					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					X
Comments:					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					X
Comments:					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)			X		
Comments: THE CITY VS. COUNTY OVER RIVERBEND HAS CAUSED HARM, SEPERATION.					

Overall Rating

(To be calculated based upon total review points)

SECTION II.**Commission Member Comments**

RANDY,

IT HAS BEEN AN ABSOLUTE PLEASURE WORKING WITH YOU OVER THE YEARS. YOU AND YOUR TEAM ARE THE BEST OF THE BEST. BE WELL AND ORMOND BEACH IS A BETTER PLACE BECAUSE OF YOU!

Evaluation Completed by: _____



Date: _____

07/18/2022



2022 EVALUATION OF CITY ATTORNEY

11.A.e

Name: Randal A. Hayes

Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					X
Comments:					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					X
Comments:					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					X
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures				X	
Comments:					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					X
Comments: <i>Mr. Hayes comments and judgment reflect honesty and fairness.</i>					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					X
Comments:					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					X
Comments: Mr. Hayes responds promptly to requests and inquiries.					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					X
Comments: Mr. Hayes is always professional and courteous to citizens and staff.					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					X
Comments:					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					X
Comments:					

Overall Rating

(To be calculated based upon total review points)

SECTION II.**Commission Member Comments**
Evaluation Completed by: Suzanne A. Persie

Date: 7-15-20



2022 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes
Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
Comments:					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
Comments:					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
Comments:					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
Comments:					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
Comments:					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
Comments:					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees				✓	
Comments: 4.5					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
Comments:					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
Comments:					

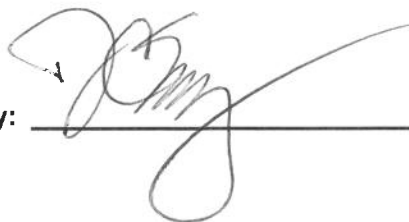
Overall Rating

(To be calculated based upon total review points)

SECTION II.**Commission Member Comments**

THE CITIZENS OF ORMOND BEACH ARE EXTREMELY FORTUNATE TO HAVE A CITY ATTORNEY WHO CARES AS MUCH AS YOU DO FOR OB, WHO HAS THE INSTITUTIONAL KNOWLEDGE THAT NEARLY 30 YEARS OF SERVICE BRINGS TO THE TABLE AND THE OUTSTANDING LEGAL COMPETENCY TO WEIGH IN ON SO MANY VARIED SITUATIONS AND MATTERS. THANK YOU FOR YOUR SERVICE!

Evaluation Completed by:



Date:

7/18/22



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: Joyce A. Shanahan, City Manager

Date: October 5, 2022

Subject: City Manager Evaluation

Commission Goal: N/A

Introduction

This is a discussion item to review the City Manager's annual performance, as is required by her contract. Pursuant to the City Manager's Employment Agreement Section 5A, an annual evaluation of the City Manager's performance is required.

The individual evaluations of the Mayor and each Commissioner, as well as the summary evaluation, are attached for your reference.

Background

The City Manager serves as the chief administrative officer of the city and carries out the policy direction of the mayor and city commission and is responsible for the administration of all city affairs. The City Manager is also responsible for the preparation and submission of the annual budget, budget message, and capital program.

Discussion

The evaluation form includes five categories with a total of 35 questions, utilizing a point rating system of: 1 (Unsatisfactory), 2 (Improvement Needed), 3 (Meets Expectations), 4 (Exceeds Expectations), and 5 (Outstanding). The highest possible cumulative score for the completed evaluations is 875 points.

A brief summary of the evaluations follows:

	Points	Overall Score
Mayor Partington:	175	5.00
Deputy Mayor Persis:	175	5.00
Commissioner Selby:	170	4.86

Commissioner Kent:	175	5.00
Commissioner Littleton:	173	4.94
Total Cumulative Points:	868	4.96

Some specific accomplishments over the past year include:

Public Safety

- A primary goal of the City's strategic plan was to identify an ongoing revenue source for public safety equipment and vehicles. As part of the FY 2021-2022 budget, the City Commission approved setting aside a dedicated millage for creating a public safety capital fund to replace police and fire vehicles and equipment. This is a unique ongoing funding mechanism, and I am unaware of any other community in the state with a similar internally dedicated millage.
- In FY 2022, we replaced six patrol cars, two specialty unit vehicles, one motorcycle, two commercial turn-out gear dryers for the Fire Dept., and communication headsets for the two new fire trucks.
- The City of Ormond Beach was the first in Volusia County to purchase and have operational brand new P25 Radios designed to allow departments and agencies to communicate with other departments across all agencies and with mutual aid response teams in emergencies. Funding was secured under the CARES Act for citywide radio replacement.

Water Quality/Environment

- Governor DeSantis' FY 2023 approved state budget included funding for two Ormond Beach projects: Ultraviolet Disinfection Conversion (\$1,500,000) and Septic Tank Conversion (\$532,000). The funding will be available on July 1, and staff is coordinating with the state on obtaining the funding for these projects.
- Work is proceeding on the Wilmette Avenue Pump Station. This FEMA-funded project assists in flood control by working in conjunction with the Bennett Lane Pump station to lower the levels of Laurel Creek, Thompson Creek, and the Central Park Lake system in advance of storms.
- The Fleming Avenue Drainage Improvements have begun. This project, one of the final recommendations following the 2009 unnamed storms, will aid with localized flooding issues in the areas around Fleming Avenue.
- The City continued its successful stormwater and sanitary sewer pipe lining program.

Quality of Life

- Construction of the South Ormond Neighborhood Center gymnasium is underway.
- City staff has built upon its relationship with the Florida Department of Transportation and is helping to advance projects that enhance pedestrian safety along the A1A corridor.
- Parks & Recreation Master Plan Update has been completed. Staff is working on scheduling and implementation of initiatives.

Community Development

- Exterior renovations to the MacDonald House have been completed. This work, completed as a collaborative effort between the City, The Ormond Beach Historical Society, and Volusia County's ECHO program, replaced the exterior siding with historically accurate materials making the building watertight. Further work addressed structural issues and improved access to the facility.
- Staff is currently working with FP&L to underground utilities at the intersection of South Halifax Drive and Granada Blvd. Work is presently in the design phase, with anticipated construction occurring in the first half of 2023.

Economic Development/Airport

- Ormond Beach became a local affiliate and launched the FastTRAC Program as part of the National League of Cities and Ewing Kauffman Foundation's City Innovation Ecosystems (CIE) program. In partnership with the Volusia/Flagler SCORE Chapter, the City hosted an initial program in early spring.
- In collaboration with the Ormond Beach Chamber of Commerce, hosted Startup Grind Fireside Chats for the entrepreneur and start-up community.
- Secured \$2,532,084 in federal and state grant funds for the construction phase of the projects to rehabilitate Taxiways Bravo and Delta.

Governance/Fiscal Sustainability

- Ormond Beach has the second-lowest tax rate in Volusia County.
- Received \$2.467 million from the U.S. Treasury for the American Relief Act.
- Continued excellence in financial reporting:
 - The GFOA "Certificate of Achievement for Excellence in Financial Reporting." The City has received this award for 28 years.
 - The GFOA "Distinguished Budget Presentation Award. This was the thirteenth consecutive year that the City had received this distinguished award.

Other

- FDOT has begun its Preliminary Design and Environment Study [PD&E] for the I-95/US 1 interchange.
- At the request of the residents, staff has successfully implemented a variety of residential traffic calming measures at the following locations: Hernandez Avenue, Dix Avenue, Highland Avenue, Fleming Avenue, North Halifax Drive, Division Avenue, Riverside Drive, Beach Street, and Melrose Ave.

Also attached for your review is the State of the City Brochure and the Strategic Plan Update.

Thank you for the opportunity to continue to serve as your City Manager. It is a privilege to work with such a dedicated City Commission whose steadfast leadership guides our city through the unusual and challenging circumstances presented this year.

I am also grateful for the hard work of our City Attorney whose vast knowledge and expertise continues to provide exceptional guidance and legal assistance that is unmatched in his profession. And, as always, our entire City staff continues to take great pride in their work and is unmatched in their level of service to the City and its citizens.

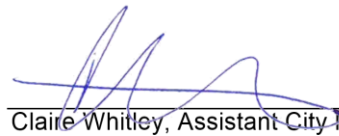
Recommendation

Accept as presented.

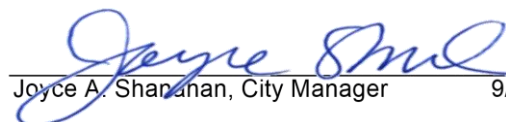
Attachments:

- CM Summary Eval 2022 Final (PDF)
- CM Evaluation - Partington (PDF)
- CM Evaluation - Selby (PDF)
- CM Evaluation - Kent (PDF)
- CM Evaluation - Persis (PDF)
- CM Evaluation - Littleton (PDF)
- 2022 Strategic Plan Progress Report FINAL (PDF)
- SOTC Brochure 2021 (PDF)

REVIEWED BY:


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/28/2022

2022 CITY MANAGER EVALUATION

Name: Joyce ShanahanDate of Hire: 02 Feb 2009

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					Partington Selby Kent Persis Littleton
▪ Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					Partington Selby Kent Persis Littleton
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					Partington Selby Kent Persis Littleton
▪ Planning and Organization: Works with Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies and programs of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.				Selby	Partington Kent Persis Littleton
▪ Legislative: Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach.					Partington Selby Kent Persis Littleton
▪ Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents a timely annual budget which meets the requirement of the charter and is well documented, organized and one which closely represents the goals of the Commission.					Partington Selby Kent Persis Littleton
▪ Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; and plans for long-term maintenance and replacement of infrastructure.					Partington Selby Kent Persis Littleton
▪ Financial Reporting: Provide the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.					Partington Selby Kent Persis Littleton
▪ Financial Control: Controls operational and capital costs through adequate system controls, cost saving measures, reductions and the judicious and economical utilization of manpower, material, and equipment.					Partington Selby Kent Persis Littleton

Section II.	Place a mark in the box that applies.				
Interactive Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, City Attorney, subordinates and outside contacts.					Partington Selby Kent Persis Littleton
▪ Community Relations: Maintains positive relations with community groups and organizations; attends community functions; and effectively communicates the Commission's position to staff and the public.					Partington Selby Kent Persis Littleton (OB Life is great!)
▪ Governmental Relations: Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach.					Partington Selby Kent Persis Littleton
▪ Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					Partington Selby Kent Persis Littleton
▪ Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, and timely and professional manner.					Partington Selby Kent Persis Littleton
▪ Follows Direction: Understands and follows Commission's Direction. Presents Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					Partington Selby Kent Persis Littleton
▪ Grantsmanship: Develops and administers an effective program of grantsmanship.				Selby	Partington Kent Persis Littleton

Section III.	Place a mark in the box that applies.				
Communication Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					Partington Selby Kent Persis Littleton
▪ Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					Partington Selby Kent Persis Littleton
▪ Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.					Partington Selby Kent Persis Littleton
▪ Access: Available to the Commission on official business either personally or through designated subordinates.					Partington Selby Kent Persis Littleton
▪ Activities: Reports departmental and staff activities to the Commission in an appropriate and timely manner.					Partington Selby Kent Persis Littleton
▪ Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.					Partington Selby Kent Persis Littleton
▪ Residents, Businesses and the General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.				Selby	Partington Kent Persis Littleton (OB Life is a good tool)

Section IV.	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					Partington Selby Kent Persis Littleton
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					Partington Selby Kent Persis Littleton
▪ Creativity Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission.				Littleton	Partington Selby Kent Persis
▪ Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.				Selby	Partington Kent Persis Littleton
▪ Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the “public service role” for City employees and emphasizes exemplary performance.					Partington Selby Kent Persis Littleton
▪ Motivation and Leadership: Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.					Partington Selby Kent Persis Littleton
▪ Operational Efficiency: Obtains the best possible result for the resources expended.					Partington Selby Kent Persis Littleton
▪ Honesty & Integrity: Is consistently open, honest, straightforward and impartial.					Partington Selby Kent Persis Littleton
▪ Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.					Partington Selby Kent Persis Littleton

Section IV. <i>continued</i>	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.				Selby Littleton	Partington Kent Persis
▪ Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.					Partington Selby Kent Persis Littleton
▪ Ethical Standards: Conforms to high standards of the profession.					Partington Selby Kent Persis Littleton

Overall Rating*(To be calculated based upon total review points)*

Mayor Partington	175
Commissioner Selby	170
Commissioner Kent	175
Commissioner Persis	175
Commissioner Littleton	173
Total Points	868
Overall Score (868/175)	4.96 (99.2%)

SECTION V.**Commission Member Observations**

- A. I would like for the City Manager to continue to do the following:
- Partington – Continue with amazing work ethic and overall honesty and transparency!
- Kent – Walking with the Manager.
- Persis – Supporting our police and fire depts. Keep our tax rates in Ormond low.
- Littleton – Working for the City of Ormond Beach. OB Life presentations to citizens.
- B. I would like to see the City Manager to start to do the following:
- Partington – Delegating, mentoring and maybe even teaching at DSC or Riddle or BCU a course to encourage young people to a career in local government!
- Kent – N/A

Persis – N/A

Littleton – The City to start documenting and billing the County for maintaining its medians, etc., for them.

- C. I would like for the City Manager to discontinue doing the following:
 Partington – Working too hard? Sounds odd to say but Joyce is a driven admin professional and I want to make sure she doesn't burn out.

Kent – N/A

Persis – N/A

Littleton – N/A

Any Other Comments:

Partington – Joyce Shanahan is the rhodium standard of City Managers. One of the absolute best in the nation and Ormond Beach is lucky and blessed to have her at the helm! (I could have used gold but I wanted to stress how valuable Joyce is and Rhodium is the most valuable.)

Kent – Joyce Shanahan is a tremendous asset to the City of Ormond Beach! She is the hardest working manager I know and she truly cares about the city and residents of Ormond Beach. Joyce Shanahan is the Best of the Best when it comes to city managers.

Persis – I am beyond proud to work with such a dedicated and knowledgeable city manager. You continue to make Ormond Beach even better.

Littleton – Working with you and representing Zone 4 has been one of the highest honors of my life. God bless you and I wish you the best in your career and life!!

Overall Comments

Evaluation Completed by: _____

Date: _____



2022 CITY MANAGER EVALUATION

Name: Joyce Shanahan

Date of Hire: 02 Feb 2009

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
▪ Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					✓
▪ Planning and Organization: Works with Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies and programs of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
▪ Legislative: Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach.					✓
▪ Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents a timely annual budget which meets the requirement of the charter and is well documented, organized and one which closely represents the goals of the Commission.					✓
▪ Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; and plans for long-term maintenance and replacement of infrastructure.					✓
▪ Financial Reporting: Provide the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.					✓
▪ Financial Control: Controls operational and capital costs through adequate system controls, cost saving measures, reductions and the judicious and economical utilization of manpower, material, and equipment.					✓

Section II.	Place a mark in the box that applies.				
Interactive Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, City Attorney, subordinates and outside contacts.					✓
▪ Community Relations: Maintains positive relations with community groups and organizations; attends community functions; and effectively communicates the Commission's position to staff and the public.					✓
▪ Governmental Relations: Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach.					✓
▪ Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
▪ Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, and timely and professional manner.					✓
▪ Follows Direction: Understands and follows Commission's Direction. Presents Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
▪ Grantsmanship: Develops and administers an effective program of grantsmanship.					✓

Section III.	Place a mark in the box that applies.				
Communication Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
▪ Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
▪ Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Access: Available to the Commission on official business either personally or through designated subordinates.					✓
▪ Activities: Reports departmental and staff activities to the Commission in an appropriate and timely manner.					✓
▪ Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Residents, Businesses and the General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.					✓

Section IV.	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					✓
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					✓
▪ Creativity Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission.					✓
▪ Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.					✓
▪ Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					✓
▪ Motivation and Leadership: Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.					✓
▪ Operational Efficiency: Obtains the best possible result for the resources expended.					✓
▪ Honesty & Integrity: Is consistently open, honest, straightforward and impartial.					✓
▪ Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.					✓

Section IV. <i>continued</i>	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.					✓
▪ Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.					✓
▪ Ethical Standards: Conforms to high standards of the profession.					✓

Overall Rating

(To be calculated based upon total review points)

Mayor Partington	
Commissioner Selby	
Commissioner Kent	
Commissioner Persis	
Commissioner Littleton	
Total Points	
Overall Score	(%)

SECTION V.**Commission Member Observations**

- A. I would like for the City Manager to continue to do the following: *Continue with amazing work ethic and overall honesty and transparency!*
- B. I would like to see the City Manager to start to do the following: *Delegating, mentoring and maybe even teaching at OSC or Riddle a course to encourage young people to a career in local government!*
- C. I would like for the City Manager to discontinue doing the following: *Working too hard? Sounds odd to say but Joyce is a driven admin professional and I want to make sure she doesn't burn out.*

Any Other Comments:**Overall Comments**

Joyce Shanahan is the rhodium standard of City Managers. One of the absolute best in the nation and Ormond Beach is lucky and blessed to have her at the helm! (I could have used gold but I wanted to stress how valuable Joyce is and Rhodium is the most valuable.)

Evaluation Completed by: Bill PartingtonDate: 7/23/2022



2022 CITY MANAGER EVALUATION

Name: Joyce Shanahan

Date of Hire: 02 Feb 2009

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					✓
Planning and Organization: Works with Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies and programs of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.				✓	
Legislative: Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach.					✓
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents a timely annual budget which meets the requirement of the charter and is well documented, organized and one which closely represents the goals of the Commission.					✓
Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; and plans for long-term maintenance and replacement of infrastructure.					✓
Financial Reporting: Provide the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.					✓
Financial Control: Controls operational and capital costs through adequate system controls, cost saving measures, reductions and the judicious and economical utilization of manpower, material, and equipment.					✓

Section II.	Place a mark in the box that applies.				
Interactive Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, City Attorney, subordinates and outside contacts.					✓
▪ Community Relations: Maintains positive relations with community groups and organizations; attends community functions; and effectively communicates the Commission's position to staff and the public.					✓
▪ Governmental Relations: Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach.					✓
▪ Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
▪ Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, and timely and professional manner.					✓
▪ Follows Direction: Understands and follows Commission's Direction. Presents Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
▪ Grantsmanship: Develops and administers an effective program of grantsmanship.				✓	

Section III.	Place a mark in the box that applies.				
Communication Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
▪ Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
▪ Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Access: Available to the Commission on official business either personally or through designated subordinates.					✓
▪ Activities: Reports departmental and staff activities to the Commission in an appropriate and timely manner.					✓
▪ Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Residents, Businesses and the General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.				✓	

Section IV.	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					✓
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					✓
▪ Creativity Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission.					✓
▪ Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.				✓	
▪ Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					✓
▪ Motivation and Leadership: Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.					✓
▪ Operational Efficiency: Obtains the best possible result for the resources expended.					✓
▪ Honesty & Integrity: Is consistently open, honest, straightforward and impartial.					✓
▪ Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.					✓

Section IV. <i>continued</i>	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.				✓	
▪ Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.					✓
▪ Ethical Standards: Conforms to high standards of the profession.					✓

Overall Rating
(To be calculated based upon total review points)

Mayor Partington	
Commissioner Selby	
Commissioner Kent	
Commissioner Persis	
Commissioner Littleton	
Total Points	
Overall Score	(%)

SECTION V. Commission Member Observations

- A. I would like for the City Manager to continue to do the following:
- B. I would like to see the City Manager to start to do the following:
- C. I would like for the City Manager to discontinue doing the following:

Any Other Comments:

Overall Comments

Evaluation Completed by: _____



Date: _____

7/18/22



2022 CITY MANAGER EVALUATION

Name: Joyce Shanahan

Date of Hire: 02 Feb 2009

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
▪ Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					✓
▪ Planning and Organization: Works with Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies and programs of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
▪ Legislative: Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach.					✓
▪ Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents a timely annual budget which meets the requirement of the charter and is well documented, organized and one which closely represents the goals of the Commission.					✓
▪ Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; and plans for long-term maintenance and replacement of infrastructure.					✓
▪ Financial Reporting: Provide the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.					✓
▪ Financial Control: Controls operational and capital costs through adequate system controls, cost saving measures, reductions and the judicious and economical utilization of manpower, material, and equipment.					✓

Section II.	Place a mark in the box that applies.				
Interactive Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, City Attorney, subordinates and outside contacts.					✓
▪ Community Relations: Maintains positive relations with community groups and organizations; attends community functions; and effectively communicates the Commission's position to staff and the public.					✓
▪ Governmental Relations: Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach.					✓
▪ Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
▪ Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, and timely and professional manner.					✓
▪ Follows Direction: Understands and follows Commission's Direction. Presents Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
▪ Grantsmanship: Develops and administers an effective program of grantsmanship.					✓

Section III.	Place a mark in the box that applies.				
Communication Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
▪ Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
▪ Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Access: Available to the Commission on official business either personally or through designated subordinates.					✓
▪ Activities: Reports departmental and staff activities to the Commission in an appropriate and timely manner.					✓
▪ Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Residents, Businesses and the General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.					✓

Section IV.	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					
▪ Creativity Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission.					
▪ Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.					
▪ Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					
▪ Motivation and Leadership: Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.					
▪ Operational Efficiency: Obtains the best possible result for the resources expended.					
▪ Honesty & Integrity: Is consistently open, honest, straightforward and impartial.					
▪ Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.					

Section IV. <i>continued</i>	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.					✓
▪ Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.					✓
▪ Ethical Standards: Conforms to high standards of the profession.					✓

Overall Rating

(To be calculated based upon total review points)

Mayor Partington	
Commissioner Selby	
Commissioner Kent	
Commissioner Persis	
Commissioner Littleton	
Total Points	
Overall Score	(%)

SECTION V.**Commission Member Observations**

- A. I would like for the City Manager to continue to do the following:
walking with the Manager.
- B. I would like to see the City Manager to start to do the following: *N/A*
- C. I would like for the City Manager to discontinue doing the following: *N/A*

Any Other Comments:

Joyce Shanahan is a tremendous asset to the city of Ormond Beach! She is the hardest working manager I know and she truly cares about the city and residents of Ormond Beach. Joyce Shanahan is the Best of the Best when it comes to city managers

Evaluation Completed by: Ty Kent Date: 7/20/22



2022 CITY MANAGER EVALUATION

Name: Joyce Shanahan

Date of Hire: 02 Feb 2009

Section I.	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Professional Skills ▪ Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					X
▪ Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					X
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					X
▪ Planning and Organization: Works with Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies and programs of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					X
▪ Legislative: Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach.					X
▪ Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents a timely annual budget which meets the requirement of the charter and is well documented, organized and one which closely represents the goals of the Commission.					X
▪ Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; and plans for long-term maintenance and replacement of infrastructure.					X
▪ Financial Reporting: Provide the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.					X
▪ Financial Control: Controls operational and capital costs through adequate system controls, cost saving measures, reductions and the judicious and economical utilization of manpower, material, and equipment.					X

Section II.	Place a mark in the box that applies.				
Interactive Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, City Attorney, subordinates and outside contacts.					X
▪ Community Relations: Maintains positive relations with community groups and organizations; attends community functions; and effectively communicates the Commission's position to staff and the public.					X
▪ Governmental Relations: Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach.					X
▪ Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					X
▪ Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, and timely and professional manner.					X
▪ Follows Direction: Understands and follows Commission's Direction. Presents Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					X
▪ Grantsmanship: Develops and administers an effective program of grantsmanship.					X

Section III.	Place a mark in the box that applies.				
Communication Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					X
▪ Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					X
▪ Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.					X
▪ Access: Available to the Commission on official business either personally or through designated subordinates.					X
▪ Activities: Reports departmental and staff activities to the Commission in an appropriate and timely manner.					X
▪ Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.					X
▪ Residents, Businesses and the General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.					X

Section IV.	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					X
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					X
▪ Creativity Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission.					X
▪ Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.					X
▪ Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					X
▪ Motivation and Leadership: Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.					X
▪ Operational Efficiency: Obtains the best possible result for the resources expended.					X
▪ Honesty & Integrity: Is consistently open, honest, straightforward and impartial.					X
▪ Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.					X

Section IV. <i>continued</i>	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.					X
▪ Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.					X
▪ Ethical Standards: Conforms to high standards of the profession.					X

Overall Rating

(To be calculated based upon total review points)

Mayor Partington	
Commissioner Selby	
Commissioner Kent	
Commissioner Persis	
Commissioner Littleton	
Total Points	
Overall Score	(%)

SECTION V.**Commission Member Observations**

- A. I would like for the City Manager to continue to do the following: Supporting our police and fire depts.
Keep our tax rates in Ormond low
- B. I would like to see the City Manager to start to do the following: n/a
- C. I would like for the City Manager to discontinue doing the following: n/a

Any Other Comments: I am beyond proud to work with such a dedicated and knowledgeable city manager. You continue to make Ormond Beach even better.

Overall Comments

Evaluation Completed by: Susan S. Persis

Date: 7-15-22



2022 CITY MANAGER EVALUATION

Name: Joyce Shanahan

Date of Hire: 02 Feb 2009

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
▪ Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					✓
▪ Planning and Organization: Works with Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies and programs of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
▪ Legislative: Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach.					✓
▪ Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents a timely annual budget which meets the requirement of the charter and is well documented, organized and one which closely represents the goals of the Commission.					✓
▪ Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; and plans for long-term maintenance and replacement of infrastructure.					✓
▪ Financial Reporting: Provide the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.					✓
▪ Financial Control: Controls operational and capital costs through adequate system controls, cost saving measures, reductions and the judicious and economical utilization of manpower, material, and equipment.					✓

Section II.	Place a mark in the box that applies.				
Interactive Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, City Attorney, subordinates and outside contacts.					✓
▪ Community Relations: Maintains positive relations with community groups and organizations; attends community functions; and effectively communicates the Commission's position to staff and the public.					✓ OB LIFE IS GREAT!
▪ Governmental Relations: Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach.					✓
▪ Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
▪ Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, and timely and professional manner.					✓
▪ Follows Direction: Understands and follows Commission's Direction. Presents Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
▪ Grantsmanship: Develops and administers an effective program of grantsmanship.					✓

Section III.	Place a mark in the box that applies.				
Communication Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
▪ Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
▪ Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Access: Available to the Commission on official business either personally or through designated subordinates.					✓
▪ Activities: Reports departmental and staff activities to the Commission in an appropriate and timely manner.					✓
▪ Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.					✓
▪ Residents, Businesses and the General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.					✓ OB LIFE IS A GOOD TOOL.

Section IV.	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					
▪ Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					
▪ Creativity Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission.					
▪ Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.					
▪ Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					
▪ Motivation and Leadership: Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.					
▪ Operational Efficiency: Obtains the best possible result for the resources expended.					
▪ Honesty & Integrity: Is consistently open, honest, straightforward and impartial.					
▪ Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.					

Section IV. <i>continued</i>	Place a mark in the box that applies.				
Administrative Skills and Traits	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
▪ Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.				✓	
▪ Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.					✓
▪ Ethical Standards: Conforms to high standards of the profession.					✓

Overall Rating

(To be calculated based upon total review points)

Mayor Partington	
Commissioner Selby	
Commissioner Kent	
Commissioner Persis	
Commissioner Littleton	
Total Points	
Overall Score	(%)

SECTION V.**Commission Member Observations**

- A. I would like for the City Manager to continue to do the following: WORKING FOR THE CITY OF ORMOND BEACH. OB LIFE PRESENTATIONS TO CITIZENS.
- B. I would like to see the City Manager to start to do the following: THE CITY TO START DOCUMENTING AND BILLING THE COUNTY FOR MAINTAINING ITS MEDIANS, ETC. FOR THEM.
- C. I would like for the City Manager to discontinue doing the following:

N/A

Any Other Comments:

WORKING WITH YOU AND REPRESENTING ZONE 4 HAS BEEN ONE OF THE HIGHEST HONORS OF MY LIFE. GOD BLESS YOU AND

Overall Comments I WISH YOU THE BEST IN YOUR CAREER AND LIFE!!

Evaluation Completed by: [Signature]Date: 07/07/2022

2019 Strategic Plan

Progress Report as of June 2022



City of Ormond Beach

The Crown Jewel of Volusia County

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, within a fiscally strong community. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.



Pictured Left to Right:

Commissioner Zone 1 **Dwight Selby**

Commissioner Zone 2 **Troy Kent**

Mayor **Bill Partington**

Deputy Mayor/Commissioner Zone 3 **Susan Persis**

Commissioner Zone 4 **Rob Littleton**

INTRODUCTION

The City of Ormond Beach, population 45,000, 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 of 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.

STRATEGIC PLANNING PROCESS

During 2018-2019, the City of Ormond Beach conducted an extensive citizen engagement process, the award-winning OB Life project, 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.

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 overall 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.

UPDATES

Updates new to 2021-2022 will be indicated with a ★.

Proposed future updates for 2022-2023 will be indicated with a ●.

Community Development

- Develop an annexation policy for future growth

Economic Development

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

Governance

- Improve public information outreach—social media and other methods
- Develop multi-year employment agreements with all employees
- Make Ormond Beach a pet-friendly community—create an anti-tethering ordinance

Public Safety

- Complete feasibility study and identify funding options for new Police Station/Emergency Operations Center
- Work with the private sector to bring emergency services back to beachside

Quality of Life

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

Transportation

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

Water Quality and Environment

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

COMMUNITY DEVELOPMENT

- Complete Master Plan Update for Downtown – walkability, density, housing
- Address Impacts of development on the south side of SR40 beyond I-95

ECONOMIC DEVELOPMENT

- Create an incentive program
- Extend the Community Redevelopment Area (CRA) along A1A to Daytona Beach
- Continue bringing high wage jobs and businesses to the city
- Create/open access road between airport and Pineland Trail

GOVERNANCE

- Campaign finance efficiency – participate in County reporting system
- Continue legislative advocacy efforts – home rule
- Secure new agenda management program
- Address ADA accessibility compliance for website

PUBLIC SAFETY

- Develop long range plan for purchase of emergency vehicles and equipment
- Provide latest up-to-date equipment for first responders

QUALITY OF LIFE

- Build a concrete ocean pier
- Restore Chief Tomokie statue in partnership with other entities
- Make upgrades to Cassen Park – floating pier, bait shop, bathrooms, parking
- Increase activities at the Environmental Discovery Center
- Determine redevelopment of the church property
- Bring back Santa Land

TRANSPORTATION

- Implementation of adaptive signalization system – SR40/Granada Blvd.
- Create double left turn lanes on Beach Street going east onto Granada Blvd.
- Develop additional bike paths according to plan
- Increase public transit opportunities – ferry, pedi-cabs, etc.
- Explore establishing a station for Virgin train on route from Cocoa to Jacksonville
- Fund I-95/US1 Interchange

WATER QUALITY & ENVIRONMENT

- Improvement of recycling program to include banning harmful items
- Expansion of reclaimed water system
- Development of a fertilizer ordinance – for use in medians and city properties.



STRATEGIC ISSUE: COMMUNITY DEVELOPMENT

GOAL STATEMENT:

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



OTHER OBJECTIVES:

- **Complete Downtown Master Plan Update (June 2019)**
 - Master Plan Update has been adopted by the City Commission.
 - Capital Improvement Program seeks to implement policies and themes within the master plan.
- ★ **Completed MacDonald House restoration and Ormond Memorial Art Museum expansion.**
- ★ **Newly opened businesses include Publix, Neighborhood Scoops, and Pumphouse BBQ.**
- ★ **Bid proposals sought for sidewalk banding repair project.**
- **Identify and develop strategies to deal with future impacts of Daytona Beach development that borders the south side of SR40 West**
 - Staff continues to monitor the Comprehensive Plan and Zoning Map amendments in Daytona Beach associated with Avalon Park.
 - Staff has hired a traffic consultant to review the Avalon Park traffic impacts.
- ★ **Conducted OB Life listening sessions regarding community issues.**

PRIORITY OBJECTIVE:

Develop an annexation policy for future growth



Updates:

- Comprehensive Plan, Land Development Code, and Code of Ordinance amendments were adopted to clarify and update the city's annexation policies.
- Annexation of the Plantation Oaks subdivision (1,055 acres) was completed consistent with the same required land uses as they held in the county.
- Annexation of 350 Clyde Morris Boulevard (18.5 acres) occurred.
- ★ **Adopted Second Interlocal Service Boundary Agreement for the RidgeHaven subdivision.**
- ★ **Annexation of 103.45 acres for the future RidgeHaven subdivision.**
 - Work continues along the North U.S. 1 corridor and properties are annexed as utility connections occur.
 - There are remaining enclaves that lack utility connections, have the older street infrastructure, and would require significant stormwater maintenance and improvements.



STRATEGIC ISSUE: 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.

➡ OTHER OBJECTIVES:

- **Construct open access road between Business Park and Pineland Trail**
 - The design phase for the airport access road project from the Airport Business Park into the southwest quadrant of the airport is complete and construction is anticipated to commence in FY 2022-2023.
 - This project is made possible due to state appropriations in the amount of \$472,500 for the construction of the project.
- **Continue to implement programs and initiatives to grow and support entrepreneurial and small business development in Ormond Beach**
 - The City continues work with partners to establish these opportunities.
- **Continue economic development incentive program**
 - The City's economic development program is utilized and continues to work effectively.

PRIORITY OBJECTIVE:

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



Updates:

- ★ **CO2Meter, Inc. expanded its operations in the City.** The company retained 19 high-wage, highly skilled jobs, and invested \$1.2 million to build out a 20,000-square-foot space that will serve as the new headquarters, office, and assembly/warehouse facility.
- ★ **Hosted three courses of the Kauffman FastTRAC Program** as part of the National League of Cities and Ewing Kauffman Foundation's City Innovation Ecosystems (CIE) program in partnership with the Volusia/Flagler SCORE Chapter.
- ★ **Launched SizeUp Ormond Beach**, which provides business owners and aspiring entrepreneurs with market research and business insights to help them make smarter decisions with data to effectively grow their business.



STRATEGIC ISSUE: 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.



OTHER OBJECTIVES:

- Explore acquisition of a new agenda management system and ADA accessibility compliance
 - ★ City is implementing CivicClerk, an agenda management software.
 - ★ City is utilizing JustFOIA, an online submission portal to manage Public Records requests.
 - ★ Closed captioning is available through a 3rd party on all recorded meetings.
- Continue legislative advocacy program—Home Rule
 - Home Rule program continues to remain strong.

PRIORITY OBJECTIVES:

Improve public information outreach—social media and other methods



Updates

- Hired Public Information Officer in June of 2019.
- Social Media Strategy developed in August of 2019.
- Social media engagements continue to increase on an ongoing basis.



Hosted two OB Life listening sessions:

- OB Life Westward Focus:
 - Nov 9: 285 Attendees (85 in-person & 200 online) with 450 online video views after the meeting
 - 111 fishbowl questions submitted and answered
 - Dec 2: 132 Attendees (28 in-person & 103 online) with 201 online video views after the meeting
 - 41 fishbowl questions submitted and answered
- OB Life Airport Focus:
 - May 10: (140 in-person and ~200 online) with 218 online video views after the meeting
 - 162 fishbowl questions submitted and answered

Develop multi-year employment agreements with all employees



Updates:

- The City reached three-year agreements with all three unions.

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



Updates:

- Anti-Tethering Ordinance Adopted in May of 2019.



STRATEGIC ISSUE: 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.

OTHER OBJECTIVES:

- **Purchase the latest and up-to-date equipment and vehicles**
 - Purchased two new fire engines.
 - Purchased six new patrol cars. purchased.
 - Instituted fire turnout gear replacement program.
- ★ **First in the county to purchase and activate P25 radios for mutual aid response**
- **Develop a long-range plan for the purchase of emergency equipment and vehicles**
 - Dedicated millage approved for the creation of a capital equipment fund for public safety.
 - Replacement of six patrol cars, two specialty units, one motorcycle, two commercial dryers for Fire turnout gear, and communication headsets for two firetrucks.
- ★ **New Public Safety Capital Fund provides dedicated ongoing funding to continue to meet the needs of our fire and police departments.**

PRIORITY OBJECTIVES:

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

➡ Updates:

- Study has been completed and site assessment is under review by City staff to determine future planning needs. Efforts were placed temporarily on hold during the Covid-19 pandemic and have now resumed.
- Exploring Police and Fire Impact fees as part of the Impact Fee update.

Work with private sector to bring emergency services back to beachside

➡ Updates:

- Staff have conducted several meetings with medical providers to gauge interest and feasibility. Efforts are ongoing.

STRATEGIC ISSUE: 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.

OTHER OBJECTIVES:

- **Expand activities at Environmental Discovery Center (EDC)**
 - EDC offers regular programming surrounding local wildlife, nature walks, and environmental education opportunities.
 - Expanded virtual/web broadcasts to two or more per week during the COVID-19 event, offered bimonthly nature/bird walk, virtual Backyard Bird Count, upgraded indoor beehive entrance, acquired display black bear from FWC for interpretive programming.
 - Obtained grant from Florida Wildflower Foundation and upgraded wildflower garden.
- ★ **Hosted successful in-person Backyard Bird Count in partnership with Florida Audubon Society.**
- ★ **Upgraded the butterfly garden.**
- ★ **Partnered with Volusia Master Gardeners to present regular live gardening programs.**
- **Complete feasibility/funding option for proposed uses of the church property**
 - Temporary parking lot established.

PRIORITY OBJECTIVE:

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



Updates:

- City worked with FPL to replace the majority of streetlights with LED.
 - Nova Community Park Tennis Center LED upgrade complete.
- Included Linear Parks in FY 2020-2021 CIP.
- Cassen Park Floating Dock completed March 2020 & awarded Florida MainStreet's "Best Public Improvement of the Year."
- Cassen Park public survey was conducted to determine future park improvements and received 600+ responses.

★ **Staff has advertised, by Request for Qualifications (RFQ), for design firms qualified in the redesign of public parks to prepare plans for Cassen Park that incorporate the recommendations and suggestions provided through public input sessions.**

● **There will be additional opportunities for the Commission and the public to provide input.**

Central Park Expansion:

★ **Old Kings Road property (3.7 acres located at Division & S. Old Kings) has had the debris removed and the soil & groundwater testing is complete with no issues present.**

★ **Future Capital Improvement Plan (CIP) projects could include a pedestrian path across the spring well, through the Duncan property, and out to Hammock Lane connecting to the existing Central Park trail system.**

● **Additional trail interconnects and park amenities could be planned for future years.**

★ **Parks & Recreation Master Plan update was adopted by the City Commission June 2022 implementation is expected throughout the next 10 years.**

★ **Performing Arts Center updates have been approved for an ECHO grant, which will allow for renovation of PAC lobby and gallery, as well as upgrades to the building exterior.**

★ **City has requested that St Johns Water Management District purchase the property adjacent to Riverbend Park and donate it to the City with conservation easements.**

★ **Thompson Creek Trail expansion (20+ acres) is moving forward with the help of the River to Sea Transportation Planning Organization.**

● **Design begins in 2022 and construction 2023.**

STRATEGIC ISSUE: 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.

OTHER OBJECTIVES:

- **Redesign and rebuild I-95/US1 Interchange**
 - State funds awarded for design, engineering, and construction planning.
 - ★ **FDOT has begun its Preliminary Design and Environment (PD&E) study for the I-95 / US 1 Interchange.**
 - ★ **Public meeting conducted on alternatives.**
- **Implementation of adaptive signalization system**
 - ★ **Adaptive signalization system has been fully implemented on Sr 40 / Granada Blvd. from A1A to Breakaway Trails.**
- **Increase multi-modal transportation options—Virgin Train station, bike paths, ferry and pedicabs**
 - Forest Hills bike path sidewalk built to connect the neighborhood directly to school and across city access points.
 - ★ **City is working with FDOT to implement pedestrian safety measures along S.R. A1A which includes the implementation of additional mid-block crossings located close to beach access points and other pedestrian destinations.**
 - ★ **City implemented a traffic calming program and thus far have utilized it on the following streets: Hernandez Ave., Dix Ave., Highland Ave., Fleming Ave., North Halifax Dr., Division Ave., Riverside Dr., Beach St., Melrose Ave.**

PRIORITY OBJECTIVE:

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

➔ Updates:

- Include Hand Ave in TPO 5-Year Plan

➔ FY 2021-22 Proposed Additional Objective:

- **Increase funding for transportation for local road rehabilitation to increase the rate at which local roadways are rehabilitated.**
- ★ **Staff has expanded the roadway resurfacing program by 50%, utilizing the increase in budget funding awarded by Commission.**

STRATEGIC ISSUE: 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.

OTHER OBJECTIVES:

- **Expand reclaimed water system to other areas based upon availability and participation.**
 - Breakaway Trails storage tank completed June 2020.
 - ★ **Holly Hill Interconnect project completed.**
- **Educating and eliminating use of plastics—straws, bottles, etc.**
 - Adopted city-wide plastic straw ordinance.
 - One Less educational campaign launched.
 - Educational presentations at Ormond Beach Middle School and other local elementary schools.
 - Reusable straws distributed at local events.

PRIORITY OBJECTIVE:

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

➔ Updates:

- City Commission rejected proposals for the North Peninsula Sewer Retrofit Phase 1.

➔ FY 2021-22 Proposed Additional Objective:

- Increase funding for water and water reclamation infrastructure by upgrading our facilities to ensure our facilities operate at adequate capacity and with the highest efficiency.
 - Add funds for essential capital infrastructure repair, replacements, and improvements projects to ensure we remain good environmental stewards of our water bodies and their tributaries.
- ★ **Staff has completed upgrades to the chlorine contact chamber at the Water Reclamation Facility.**
- ★ **City received \$2+ million to install UV Disinfection equipment at the Water Reclamation Facility and offer conversion of 76 residences from septic tanks to the City of Ormond Beach sewer on Magnolia Drive, Oak Drive, and Bonita Ave.**
- ★ **City staff are working with the St. Johns River Water Management District to prepare a plan for Alternative Water Utilization that maximizes the City's use of reclaimed water and achieves the goal of zero discharge of treated effluent by 2032 set forth by Florida Senate Bill 64.**



OCTOBER 2021

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CITY OF ORMOND BEACH

...Thrive Here!



The past two years are ones that our city will always remember - not just for the unprecedented challenges they brought, but for the way Ormond Beach came together to overcome them. Friend helping friend, neighbor helping neighbor, business helping business.

The people of Ormond Beach are making **real investments, creating jobs, safeguarding neighborhoods, supporting local businesses, and fostering a community** where families can work and play together.

As we began this year, we have seen Ormond Beach and its business community **THRIVE**. We have seen our community join together and progress forward despite uncertain and challenging circumstances.

The labor force continues to grow and the unemployment rate has fallen dramatically to just 5% as of July 2021. Since January of this year, **over nine hundred jobs were added to our economy**. This thriving economic indicator truly demonstrates the upturn for so many companies in our city.



"Today, Ormond Beach is the kind of place many people are searching for... It is small scale, manageable, quaint but with an appealing main drag and evocative of the mythical Old Florida." - Traveler's Weekly (June



Left to Right: City Commissioner Zone 1: Dwight Selby, City Commissioner Zone 2: Troy Kent, Mayor: Bill Partington, Deputy Mayor and City Commissioner Zone 3: Susan Persis, City Commissioner Zone 4: Rob Littleton

The Ormond Beach City Commission approved a fiscally responsible and balanced budget while maintaining our excellent services for the 2021-22 fiscal year and keeping the tax rate the same.

As part of on an ongoing commitment to public safety, they established a special fund specifically dedicated to the yearly replacement of vehicles and equipment.



**Memorial Day
Remembrance Ceremony**



**Fortunato Park Fitness Equipment
Grand Opening Celebration**



**City Commission Wins OB Chamber's
Chairman's Leadership Award**



**Hometown Heroes
Drive-Thru L**



**Honoring Exceptional
Police Work**



**September 11th Memorial Bridge
Walk with Representative Leek**



First Responder Appreciation Day



Veteran's Day Drive-Thru Luncheon



**Ferritto Family Limitless
Playground Dedication Ceremony**



**Welcoming Two New
School Principals**



Last year, the City navigated a tumultuous year marked by the global pandemic. Keeping eyes on the future, the City, stakeholders, and the business community worked together to lay the course for the new and uncertain horizon.

The City and Chamber worked closely with the County's Economic Development Department. Approximately **\$1.5 million in Covid-19 grant funds were distributed to Ormond Businesses** and the Ormond Beach Chamber distributed over 850 PPE kits to businesses slowly but surely re-opening.

The City, in partnership with the Ormond Beach Chamber of Commerce, continues to create a positive atmosphere for small businesses and entrepreneurs to thrive. **Together they re-established and are growing the Ormond Beach Chapter of Startup Grind powered by Google for entrepreneurs.** These local events host interactive fireside chats and workshops featuring founders, leaders, and influencers that are changing what entrepreneurship looks like in our own community and sharing their journey along the way. Unique opportunities like this are a part of how Ormond Beach and the local community work together in synergy to enhance the knowledge base of our business community.



The City's Economic Development Department became an affiliate partner of the Kauffman Foundations FastTrac program. Offered in partnership with the Volusia/Flagler SCORE, this 10-week program **provides entrepreneurs and small businesses an opportunity to grow their idea into a business plan.** The course provides information, tips, and exercises in an inviting atmosphere to help aspiring entrepreneurs. We want to maximize opportunities for residents to get a good foundation and live their passions while supporting their families doing something they love.





We are seeing the City's corridors thrive as small businesses expand and entrepreneurs turn their ideas into a business.

In the fall of 2020, Publix officially opened a brand new 40,000 square foot grocery store in the Trails Shopping Center, bringing new life to the Nova Road corridor. A handful of new businesses have opened their doors in the center. They recognize the supportive and helpful business environment and the influx of customers is enhancing the appeal for the community.

Two new local restaurants, SoNapa and Burntwood Tavern, offer elegant and sophisticated food in a comfortable atmosphere giving local residents two new spots to network or just meet with friends for happy hour. This long-time plaza is an institution in central Ormond Beach and it is wonderful to see new commercial businesses wanting to be a part of it.



The North US Highway 1 corridor is seeing signs of new life with local Ormond Beach companies expanding along the city's gateway in the north. Total Comfort continues to build out their new 25,000 square foot facility. Ace Hardware anticipates a second Ormond Beach location building, a two-story 16,800 sf hardware store and garden center, within this growing corridor that is home to many of the City's long standing and dedicated large employers and residential neighborhoods. This transformation will help the City thrive for years to come.



BUDGET KEY FACTS

- 1** Provides a dedicated, ongoing, source of funding for public safety vehicle and equipment needs.
- 2** Provides funding for economic development incentives to attract and retain high wage businesses and young professionals.
- 3** Continued focus on utility infrastructure improvements, road maintenance, water reclamation, and stormwater projects.
- 4** Continued commitment to recreation and cultural opportunities through dedicated funding for parks and playground renovations



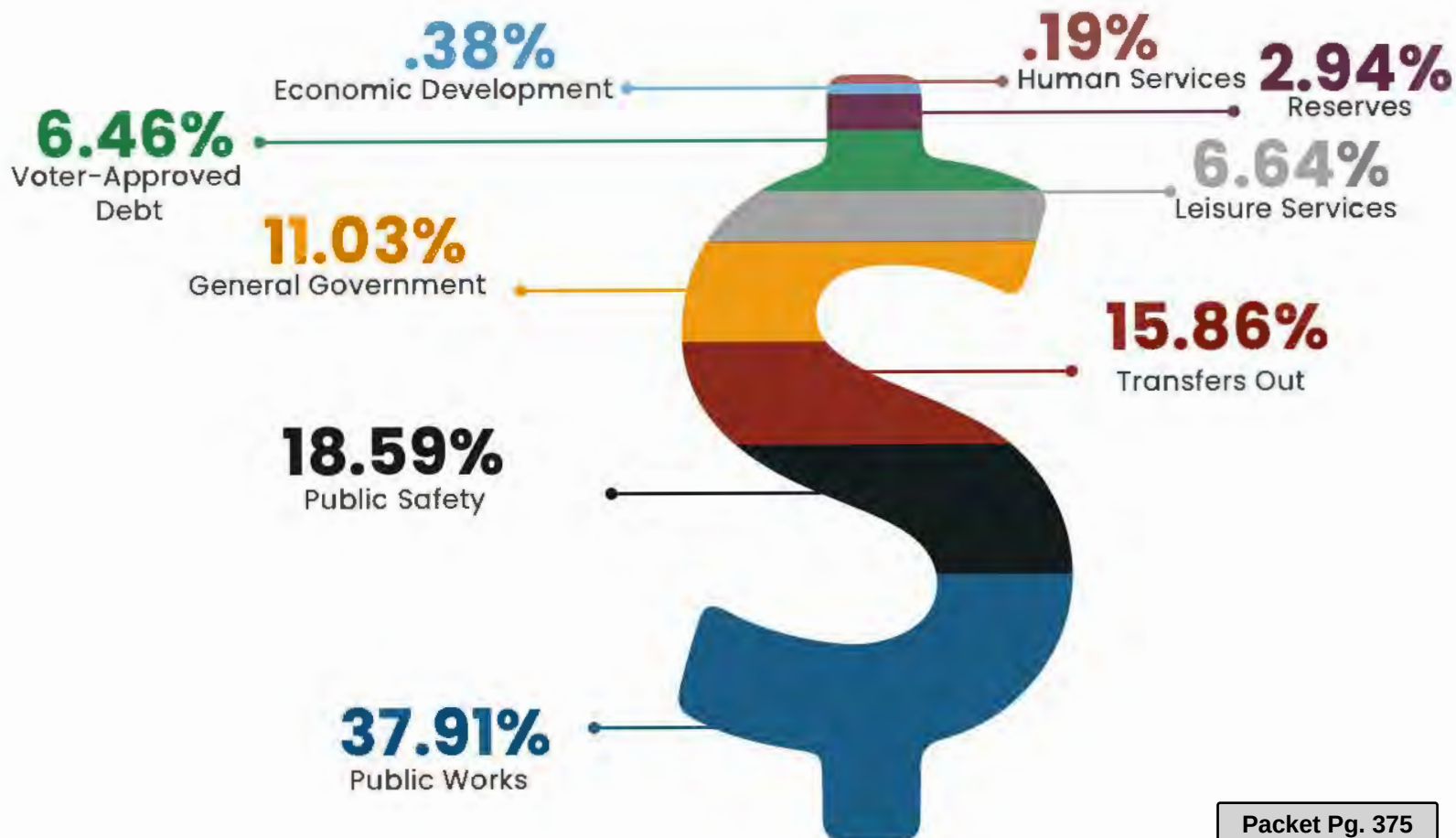
4.0308 Tax Rate

**EQUAL TO THE CURRENT
ORMOND BEACH TAX RATE**

**Second Lowest Tax Rate in
Volusia County**

WHERE DOES THE BUDGET MONEY GO?

General Fund Expenditures: \$101,724,466



CAPITAL IMPROVEMENT PLAN HIGHLIGHTS



PUBLIC SAFETY

As part of on an ongoing commitment to public safety, the City established a **special fund specifically dedicated to the yearly replacement of vehicles and equipment**. The initial allocation allows for 6 patrol vehicles, 2 specialty unit vehicles, 1 motorcycle, 2 commercial turnout gear dryers, 2 communication headsets for fire trucks, and a lease-purchase payment for the 2020 pumper trucks.

Additional public safety projects include a **traffic system enhancement that allows emergency vehicles to change the traffic signals as needed, police department security enhancements, a police recruitment scholarship program, and continued funding of school resource officers.**

TRANSPORTATION

With rising costs related to construction materials and asphalt, the City Commission increased in the transportation fund for **local road rehabilitation to accelerate the rate at which local roads are rehabilitated** and allow for more roadway resurfacing.

Additional projects include funding the **neighborhood traffic calming program, sidewalk repair & replacement, and an extension of Doug Thomas Way at the Ormond Beach Sports complex.**

WATER QUALITY & THE ENVIRONMENT

The City continues strong environmental stewardship with **increased funding for water and water reclamation infrastructure to ensure our facilities operate at optimal capacity and efficiency** while reducing the negative impacts of pollutants to water bodies.

Specific projects include **improvements to the water reclamation facility, water treatment plant aeration needs, lift station upgrades, and water storage tank repairs.**

ORMOND BEACH BY THE NUMBERS:



67,114 Police Calls For Service
5,210 Crime Reports Completed
6,441 Uniform Traffic Citations
21 Police Outreach Events



Volunteer Hours Donated:
404+ to the Performing Arts Center
700+ to the Sports Complex
108+ to the Environmental Discovery Center
2,856+ to the The Casements
315+ to the Police Department
Volunteer Hours Total Valued at \$125,091



7,379 Fire/Medical Incident Responses
17 Brush/Wildland Fires Mitigated
Dollars Saved from Fires Mitigated:
~\$150+ Million



5,806 Permits Issued
Valued \$161+ Million



290,000 Water Meters Read



46 Proclamations Issued
333 Agenda Items Processed
19,785 Pages of Agenda Packets Prepared



486 Events, Programs & Activities Held
5,804+ Children Enrolled in Sports Programming



Rated as one of the Top 25 Beaches in the United States by Trip Advisor
Top Rated City by Traveler's Weekly Magazine
Community Leader Award from Ormond Beach Chamber of Commerce
Government Finance Officers Association Distinguished Budget Award
Certificate of Achievement for Excellence in Financial Reporting Award



2.77 Miles of City Streets Repaved



Ormond Beach Fire Department



September 11th Memorial
Bridge Walk

Ormond Beach Police Department



Grinchbusters Toy Drive &
Fundraiser Program



Push-in Ceremony
for New Fire Engines



5-0 Club at Ormond Beach
Middle School



Kitten
Rescue



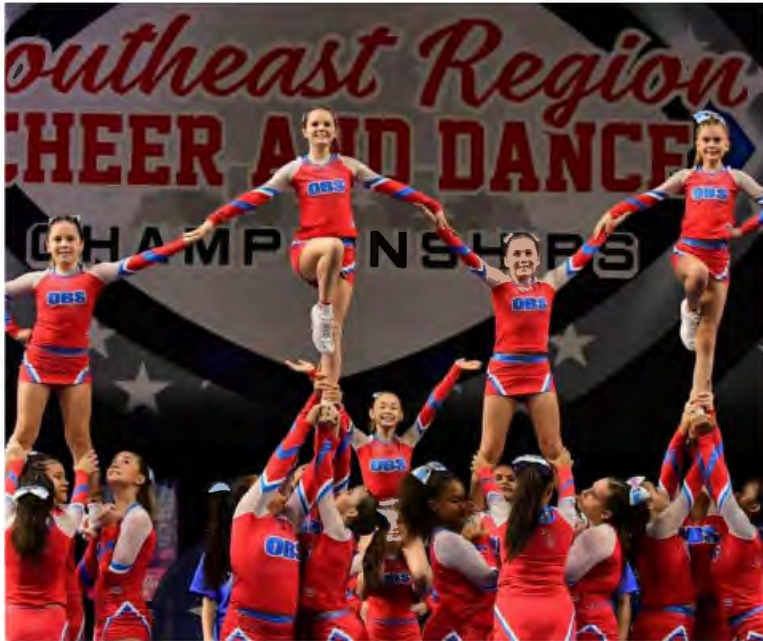
Police Unity Tour:
Ride for the Fallen









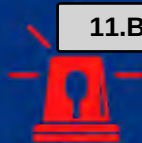




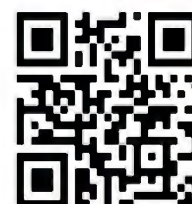


THANK YOU FIRST RESPONDERS

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Watch the State of the
City 2021 video at:
OrmondBeach.org/SOTC
or scan the QR code with
your mobile device.



SCAN ME

Packet Pg. 385