



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
October 17, 2023
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

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

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Janet Frank
 - B. Celebrate Babies Week
 - C. National Family Literacy Day
 - D. Mobility Week
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**

- A. Minutes from City Commission meeting - October 4, 2023

7. CONSENT AGENDA

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

- A. **RESOLUTION NO. 2023-167: A RESOLUTION APPOINTING A MEMBER TO THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH**

TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-168:** A RESOLUTION AMENDING THE CITY COMMISSION MEETING SCHEDULE FOR THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER 2023; PROVIDING FOR EXCEPTIONS THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-169:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- D. **RESOLUTION NO. 2023-170:** A RESOLUTION ACCEPTING A BID FROM SGS CONTRACTING SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT, UNDER BID NO. 2023-28; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- E. **RESOLUTION NO. 2023-171:** 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: Bob Preis, Utilities Manager, (386) 676-3305

- F. **RESOLUTION NO. 2023-172:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- G. **RESOLUTION NO. 2023-173:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PEERLESS PUMP PRODUCTS AND REPAIR SERVICES FROM TOM EVANS ENVIRONMENTAL ON AN AS-NEEDED BASIS FOR PUMPING STATIONS THROUGHOUT THE CITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- H. **RESOLUTION NO. 2023-174:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS AND

PARTS FROM FERGUSON ENTERPRISES, LLC ON AN ASNEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- I. **RESOLUTION NO. 2023-175:** A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES, INC. TO PROVIDE CONSTRUCTION SERVICES REGARDING THE BREAKAWAY TRAILS LIFT STATION REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- J. **RESOLUTION NO. 2023-176:** A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES, INC. TO PROVIDE CONSTRUCTION SERVICES REGARDING THE WATER TREATMENT PLANT HATCH REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- K. **RESOLUTION NO. 2023-177:** A RESOLUTION ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES REGARDING DESIGN OF THE AIRPORT ROAD/SR40 FORCE MAIN PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- L. **RESOLUTION NO. 2023-178:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC, REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM, INCLUDING IMPLEMENTATION, HOSTING AND MAINTENANCE SERVICES; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- M. **RESOLUTION NO. 2023-179:** A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR INFORMATION TECHNOLOGY SERVICES ON AN AS-NEEDED BASIS FROM ADVANCED SYSTEMS SOLUTIONS, INC., EMPIRE COMPUTING & CONSULTING, INC. AND JAMES MOORE & CO., P.L.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

- N. **RESOLUTION NO. 2023-180:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR ARBORIST SERVICES FROM ARBOR PERMITS, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief, (386) 676-3500*

- O. **RESOLUTION NO. 2023-182:** A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager, (386) 676-3202

- P. **RESOLUTION NO. 2023-183:** A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2024 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager, (386) 676-3202

- Q. **RESOLUTION NO. 2023-184:** A RESOLUTION ACCEPTING A PROPOSAL FROM THE STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager, (386) 676-3202

- R. **RESOLUTION NO. 2023-185:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager, (386) 676-3202

- S. **RESOLUTION NO. 2023-186:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager, (386) 676-3202

- T. **RESOLUTION NO. 2023-187:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager, (386) 676-3202

- U. **RESOLUTION NO. 2023-188:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Claire Whitley, Assistant City Manager, (386) 676-3202*

- V. **RESOLUTION NO. 2023-189:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Claire Whitley, Assistant City Manager, (386) 676-3202*

- W. **RESOLUTION NO. 2023-190:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO LOCAL #6075 ("IUPA"); SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Claire Whitley, Assistant City Manager, (386) 676-3202*

- X. **Renewal of the Ormond Beach State Legislative Services**

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

Disposition: Approve as recommended in the City Manager staff report dated October 17, 2023.

- Y. **2024 City of Ormond Beach Legislative Action Agenda**

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

Disposition: Approve as recommended in the City Manager staff report dated October 17, 2023.

- Z. **Intent to Bid - Amsden Road Drainage Abandonment**

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

Disposition: Approve as recommended in the City Manager staff report dated October 17, 2023.

- AA. **City Manager's Monthly Report, October 2023**

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

Disposition: Accept as information as recommended in the City Manager staff report dated October 17, 2023.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2023-51:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF BENTON STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY

PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010, 3136-01-07-0010, AND 3136-01-01-0021, AND ALONG VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-01-0021 AND 3136-01-21-0050; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **ORDINANCE NO. 2023-52:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF HAMMOND STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE AND NORTH OF PLANTATION OAKS BOULEVARD, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3125-08-00-0014, 3136-01-07-0010 AND 3136-01-01-0021; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2023-53:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF ROSEMARY STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-09-0001 AND 3136-01-08-0010; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-191:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "ENCLAVE SUBDIVISION"; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-192:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE ITINERANT VENDING DURING SPECIAL EVENTS AT "CM CUSTOM POOL DESIGNS" AND "MOORE OUTDOOR LIVING" LOCATED AT 1133 AND 1141 NORTH U.S. HIGHWAY 1 AND BEING SITUATED WITHIN THE I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2023-54:** AN ORDINANCE AMENDING THE ANNUAL

BUDGET FOR FISCAL YEAR 2022-2023 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); GRANTS FUND (116); 2010 BEACHFRONT PARK BOND FUND (220); 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); RENEWAL & REPLACEMENT FUND (409); SOLID WASTE FUND (460); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

October 4, 2023	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Manufacturing Month
 - B. Fire Prevention Week
 - C. National Domestic Violence Month
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - September 20, 2023
- 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2023-159:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM JOHN SEARCY & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
- 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. 2023-159:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM JOHN SEARCY & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
 - B. **RESOLUTION NO. 2023-160:** A RESOLUTION APPROVING BEACH HOUSE GRAPHICS, LLC AS A QUALIFIED TARGET INDUSTRY BUSINESS; PROVIDING FOR LOCAL FINANCIAL

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

- Staff Contact:** *Jesse Godfrey, Police Chief, (386) 676-3500*

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

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

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Disposition: Approve as recommended in the City Manager staff report dated October 4, 2023.

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

Disposition: Approve as recommended in the City Manager staff report dated October 4, 2023.

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

Disposition: Approve as recommended in the City Manager staff report dated October 4, 2023.

A. **ORDINANCE NO. 2023-49:** AN ORDINANCE AMENDING SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY ADDING REQUIREMENTS FOR CERTIFICATE OF USE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS

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

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

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

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Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Manufacturing Month

Mayor Partington presented a proclamation to Ms. Jayne Fifer, Ms. Jessica Lovatt and Mr. Cory Mills with the Volusia Manufacturers Association along with Mr. Norman Lane from Rotomation and proclaimed October 2023 as Manufacturing Month.

Mayor Partington and Ms. Fifer discussed the importance of the manufacturing companies in the community.

Item #4B – Fire Prevention Week

Mayor Partington proclaimed October 8 through October 14, 2023 as Fire Prevention Week and presented a proclamation to the Ormond Beach Fire Department.

Item #4C – National Domestic Violence Month

Mayor Partington presented a proclamation to Ormond Beach Police Department Victim Advocate Evelyn Rebostini and Ms. Emma Sanders from The Beacon Center. He proclaimed October 2023 as Domestic Violence Awareness Month and urged all people to take supportive efforts that would prevent and end domestic violence.

Ms. Evelyn Rebostini, Victims' Advocate, and Ms. Sanders, The Beacon Center thanked the Commission for their continued support and provided details on the support offered by the City and The Beacon Center.

Item #5 – Audience Remarks

Mr. Ed Bobinski, 30 Melrose Avenue, expressed concerns regarding the citizens knowledge of local ordinances and encouraged the Commission to educate the public to help the prevention of rule-breaking in the community.

Mr. Donal Neal Cunningham, 19 North Yonge Street, shared information regarding a DVD at the Ormond Beach Regional Library.

Ms. Michelle Zirkelbach, 328 River Bluff Drive, discussed her support of Manufacturing Month. She thanked the Police Department for their work on an incident that occurred and Planning Board members for their work on the Tomoka Oaks development. She expressed concerns regarding the development.

Ms. Robin Magleora, 88 Greenwood Avenue, thanked staff and the Commission for the social media notices and communications. She inquired if Belvedere Terminals had any communications with the City of Ormond Beach.

Ms. Rebecca Mangalli, 164 Hope Street, expressed her appreciation to the Commission for their fight against Belvedere Terminals and discussed the concerns she still had.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the September 20, 2023, 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 hearing no corrections, the minutes would stand approved as presented.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of the September 20, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

Mayor Partington advised the following items were Community Redevelopment items. He explained the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:36 p.m.

Item #7A – Work Authorization - John Searcy & Associates, Inc. for Construction Administration Services, Downtown East Granada Utility Undergrounding Project

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-159
A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM JOHN SEARCY & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-159, as read by title only.

Commissioner Sargent explained why the item was required.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:38 p.m.

Item #8 – Consent Agenda

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

Commissioner Sargent requested Item 8E be pulled from the Consent Agenda.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the consent agenda, absent Item 8E.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #8E – Bid Rejection - Bailey Riverbridge Roof Replacement

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-163
A RESOLUTION REJECTING ALL BIDS FOR THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT (BID NO. 2023-04); AUTHORIZING THE SOLICITATION OF PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-163, as read by title only.

Commissioner Sargent expressed concerns regarding the bidding process. He stated there may be other steps staff could take to help get the word out to contractors to help get more bids on items.

Mayor Partington stated the roof replacement for Bailey Riverbridge had an older style of roof and was not common and requested staff look into other roofing options.

Commissioner Tolland inquired if the bid process could be explained; whereby, Mr. Shawn Finley, Public Works Director, explained once the Commission approved the Intent to Bid, staff posted the bid to DemandStar, noting the software was used across Volusia County. He stated the bid would also be advertised in the Daytona Beach News Journal and explained the bid was open for 30 days. He reviewed how DemandStar worked from the contractors end.

Commissioner Sargent reviewed some DemandStar features and requested staff look into the features.

Commissioner Briley inquired about the original material used on the roof and discussed the historical value; whereby, Mr. Finley stated staff would research if there were any acceptable substitutions for the material.

Commissioner Tolland inquired if staff should look into how to increase bid results from local vendors; whereby, Ms. Joyce Shanahan, City Manager, stated staff would look into it and bring something back after the new year.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-163, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Tolland expressed her support of Item 8B regarding the Beach House Graphics Growth Assistance Program Funding.

Commissioner Sargent discussed his support of Item 8C regarding the Memorandum of Understanding to join the Southeast Volusia Regional Special Weapons and Tactics team.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Land Development Code Amendments, Certificate of Use

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-49
AN ORDINANCE AMENDING SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY ADDING REQUIREMENTS FOR CERTIFICATE OF USE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-49, on second reading, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Item #9B – Archer's Mill Phase 1, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-50
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL PHASE 1” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-50, on second reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #9C – Notice of Intent - Partial Right-of-Way Vacation, Benton Street

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-164
A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF BENTON STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010, 3136-01-07-0010 AND 3136-01-01-0021, AND ALONG VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-01-0021 AND 3136-01-21-0050; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-164, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #9D – Notice of Intent - Partial Right-of-Way Vacation, Hammond Street

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-165
A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF HAMMOND STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE AND NORTH OF PLANTATION OAKS BOULEVARD, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3125-08-00-0014, 3136-01-07-0010, AND 3136-01-01-0021; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2023-165, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #9E – Notice of Intent - Partial Right-of-Way Vacation, Rosemary Street

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-166
A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF ROSEMARY STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-09-0001 AND 3136-01-08-0010; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Resolution No. 2023-166, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Item #10 – Reports, Suggestions, Requests

Belvedere Fuel Farm

Ms. Shanahan stated it was previously requested for staff to bring options regarding the I-2 zoning designation and noted one option was to strike through the designation; whereby, Commissioner Persis and Commissioner Briley expressed support for the deletion of the I-2.

Commissioner Sargent stated the owner of Halifax Paving, Inc. called and expressed concerns regarding the change and what it meant for Halifax Paving, Inc. and requested staff reach out to the owner to fully explain how the change would impact them.

Ms. Shanahan stated staff would look into a new Interlocal Service Boundary Agreement (ISBA) with Volusia County. She indicated staff would like to add a meeting on December 19, 2024; whereby, the entire Commission agreed.

Mr. Randy Hayes, City Attorney, reviewed options regarding the potential ISBA with Volusia County, and discussed the steps that would be taken.

Commissioner Tolland inquired which area the new ISBA would focus on; whereby, Mr. Hayes stated it could be as broad as the Commission desired and noted the Commission would be able to provide input during the process.

Commissioner Persis inquired about the timeline; whereby, Mr. Hayes stated last time was around a four-year process and would not be able to give any specifics.

Mayor Partington thanked the Volusia League of Cities for their stance against the fuel farm and encouraging resolutions of support towards the city from other Volusia County cities.

Events, Compliments, and Announcements

Commissioner Persis reviewed the events she attended including National Night Out (NNO), Florida Department of Transportation (FDOT) press conference, League of Cities dinner, and the Volusia County Association for Responsible Development breakfast.

Commissioner Briley discussed the events he attended including the FDOT press conference and NNO. He announced he would run for re-election in 2024.

Commissioner Tolland complimented the Ormond Beach Fire Department for their involvement in a recent incident. She thanked Public Information Officer Jenn Elston for her work with social media. She discussed meetings and events she attended including ReGrow the Loop, Cassen Park Workshop and NNO.

Commissioner Sargent thanked Public Works staff for their work during the heavy rains and Ms. Elston for her work with social media. He reviewed the events he attended including NNO and the FDOT press conference.

Mayor Partington discussed the events he attended including NNO and the FDOT press conference. He thanked the Volusia Manufacturers Association for their work.

Airport

Commissioner Sargent inquired about the airport item that was voted to be tabled at the September 20, 2023 City Commission meeting and if it had an impact on the operation of the airport; whereby, Ms. Shanahan stated it was still operational and she had a meeting with Economic Development Director Brian Rademacher to review the item and would bring more information back to the Commission.

Bidding Process

Commissioner Sargent clarified staff was not doing anything wrong but wanted staff to do more to help increase the awareness of the bids going out to allow for a stronger local response and increase competition. He provided a couple recommendations on how to increase the awareness of the process.

Item #11 – Adjournment

The meeting was adjourned at 8:19 p.m.

APPROVED: October 17, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Resolution	Res./Ord. No:	2023-167
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	QLAB Appointment		
Summary:	John Long, III, the Zone 2 Commissioner appointment to the Quality of Life Board (QLAB) has moved out of the City limits, therefore is no longer eligible to serve on the QLAB. Commissioner Sargent recommends the appointment of Thomas Reardon to fill this position.		
Financial Impact:	None		
Citizen Impact:	It is beneficial for all positions on the QLAB to be filled to ensure a quorum. This appointment would ensure all positions are filled.		
Recommended Action (Staff, Advisory Board and/or Other):	Approval of the appointment of Thomas Reardon to the QLAB.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 23-167 Quality of Life appointment 2. Reardon, Thomas (QLAB)		
Approval:	Kelly McGuire, Finance Director	10/9/2023	
	Claire Whitley, Assistant City Manager	10/9/2023	
	Joyce Shanahan, City Manager	10/10/2023	

RESOLUTION NO. 2023-167

A RESOLUTION APPOINTING A MEMBER TO THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Thomas Reardon is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone 2 City Commissioner.

SECTION SEVEN. The said appointee shall complete the two-year term of John Long, III which shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-224 thereof.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Advisory Board Interest Application

Thomas Reardon

Quality of Life Advisory Board

Print**Advisory Board Interest Application - Submission #4430****Date Submitted: 10/2/2023****Please select the advisory board(s) for which you wish to be considered:***

- | | | | |
|--|---|---|--|
| ☐ Aviation Advisory Board | ☐ Citizens' Law Enforcement Advisory Board | ☐ Human Resources Board | ☐ Neighborhood Improvement Advisory Board |
| ☐ Board of Adjustments and Appeals* | ☐ General Employees' Pension Fund* | ☐ Leisure Services Advisory Board | ☐ Planning Board* |
| ☐ Budget Advisory Board | ☐ Historic Landmark Preservation Board | ☐ Firefighters' Pension Trust Fund* | ☒ Quality of Life Advisory Board |
| ☐ Brownfield Advisory Board | ☐ Housing Authority | ☐ Police Officers' Pension Trust Fund* | ☐ Intergovernmental Appointments** |

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:**First Name:***

Thomas

Last Name:*

Reardon

Email Address:*

TReardon@FoundationRP.com

Home Address:*

34 Blockhouse Ct

City:*

Ormond Beach

State:*

FL

Zip:*

32174

Personal Phone:*

3862141855

Work Address:

780 W. Granada Blvd

City:

Ormond Beach

State:

FL

Zip:

32174

Work Phone:

3862141855

Present Occupation:

Commercial Insurance Advisor

How long have you been a resident of Ormond Beach:*

23 years

How long have you lived in Volusia County:*

30 years

Are you currently serving on a City advisory board?*☐ Yes☒ No**Have you ever served on a City advisory board?***☐ Yes☒ No**If yes, which board(s)?****EDUCATION:**

High School:**Date Graduated:**

Spruce Creek High School

2006

College:**Date Graduated:**

University of North Florida

2010

Degree:

Business Management

Other Training:**EXPERIENCE:****Company/Employer and type of business or area of experience:***

Foundation Risk Partners, Ormond Beach.
VP, Commercial Insurance Advisor (2023-present)

Company/Employer and type of business or area of experience:*

Advantage Insurance Group, LLC based out of Ormond Beach for over 20 years.
VP/Partner, Commercial Insurance Advisor (2014-2023, 9 years)

Company/Employer and type of business or area of experience:*

n/a

COMMUNITY INVOLVEMENT:**Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):***

Prince of Peace Catholic Church.

Volunteer coach for various YMCA and Ormond Beach Rec Soccer and Baseball teams.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I have been a member of this community for many years and now have three sons (9, 7 and 4 years old) who will all be raised here. My interest and willingness to serve on an advisory board is based on my interest in making this community the best it can be for my children, friends and family who are all a part of this community.

AVAILABILITY:

When would you be available for meetings:*

- ☒ Mornings
☒ Afternoons
☒ Evenings
☐ Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No.

REFERENCES:

Please list three business or personal references:

First Name:

Troy

Last Name:

Railsback

Occupation:

Management Consultant, Southern States Management

Personal Phone:

386-446-8105

Work Phone:

386-446-8105

Address:

785 W. Granada Boulevard Suite 5 Ormond Beach, FL 32174

First Name:

Ken

Last Name:

Nichols

Occupation:

Senior VP, Commercial Insurance Advisor

Personal Phone:

386-405-5947

Work Phone:

386-405-5947

Address:

780 W. Granada Blvd. Ormond Beach, FL 32174

First Name:**Last Name:****Occupation:****Personal Phone:****Work Phone:****Address:**

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-168
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Amendment to 2023 CC Meeting Schedule		
Summary:	The following changes to the City Commission Meeting schedule are proposed: – Addition of a Special City Commission Meeting on October 25, 2023 with a start time of 5:30 p.m., to be held for the sole purpose of the Ormond Beach Hunter's Ridge Development of Regional Impact (DRI) - Notice of Noncompliance public hearing. – The already scheduled Regular City Commission Meeting on November 7, 2023 be moved to Calvary Christian Center, 1687 West Granada Boulevard, with a start time of 6 p.m. – A second Regular City Commission Meeting be held on December 19, 2023.		
Financial Impact:	This item has no budgetary impact to the City.		
Citizen Impact:	The City's website calendar will be updated to reflect these changes so citizens are aware.		
Recommended Action (Staff, Advisory Board and/or Other):	Requesting approval of the revised City Commission meeting schedule for 2023-2024.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 23-168 Amend CC mtg dates 2. Dec 2022 - Nov 2024 Mtg Calendar		
Approval:	Kelly McGuire, Finance Director		10/5/2023

	Claire Whitley, Assistant City Manager	10/5/2023
	Joyce Shanahan, City Manager	10/5/2023

RESOLUTION NO. 2023-168

A RESOLUTION AMENDING THE CITY COMMISSION MEETING SCHEDULE FOR THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER 2023; PROVIDING FOR EXCEPTIONS THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach approved the regular meeting dates for the years 2023 and 2024 by adoption of Resolution No. 2022-154, and

WHEREAS, the City Commission desires to add a Special Meeting to be held on October 25, 2023 at 5:30 p.m. to discuss the Hunter's Ridge Development of Regional Impact Notice of Noncompliance, and

WHEREAS, the City Commission desires to change the location and time of the first meeting in November 2023, currently scheduled for 7:00 p.m. on Tuesday, November 7, 2023 to accommodate an anticipated large attendance of residents, and

WHEREAS, the City Commission desires to add a second regular meeting in December to be held on December 19, 2023 at 7:00 p.m., now therefore,

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

SECTION ONE. The regular meetings of the City Commission of the City of Ormond Beach, Florida, shall be held at the hour of 7:00 P.M. on the first and third Tuesdays of each month during the years 2023 and 2024.

SECTION TWO. The following are adopted as exceptions to the regular meeting schedule hereinbefore adopted:

(a) a Special Meeting will be held on October 25, 2023 at 5:30 p.m.;

(b) the first regular meeting in November 2023, scheduled for November 7, 2023, will be held at Calvary Christian Center, 1687 W. Granada Blvd., Ormond Beach at 6:00 p.m.

(c) a second regular meeting will be held on December 19, 2023 at 7:00 p.m.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Ormond Beach City Commission
Meeting Schedule December 2022 – November 2024**

<u>Date</u>	<u>Time</u>	<u>Place</u>	<u>Meeting</u>
December 2022			
December 6, 2022 - Tuesday	5:30 PM	CR	Advisory Board Workshop
December 6, 2022 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
January 2023			
January 10, 2023 - Tuesday	7:00 PM	CC	Regular City Commission Meeting
January 24, 2023 – Tuesday	5:30 PM	CR	FDOT Workshop
January 24, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
January 31, 2023 – Tuesday	5:30 PM	CR	Strategic Planning Workshop
<i>Note: 2nd & 4th weeks; City holidays Jan 2 & 16</i>			
February			
February 7, 2023 – Tuesday	5:30 PM	CR	Stormwater Master Plan Workshop
February 7, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
February 21, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
March			
March 7, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
March 21, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
April			
April 4, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
April 18, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
May			
May 2, 2023 - Tuesday	7:00 PM	CC	Regular City Commission Meeting
May 16, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
June			
June 6, 2023 – Tuesday	5:30 PM	CR	Capital Improvements Program and Draft Budget Workshop
June 6, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
July			
July 18, 2023 – Tuesday	5:30 PM	CR	Operating Budget Workshop
July 18, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
August			
August 1, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
August 15, 2023 – Tuesday	5:30 PM	CR	Budget and Capital Plan Workshop
August 15, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
September			
September 6, 2023 – Wednesday	7:00 PM	CC	Reg. Comm. Mtg. & 1 st Budget Hearing*
September 20, 2023 – Wednesday	7:00 PM	CC	Reg. Comm. Mtg. & 2 nd Budget Hearing*
<i>*Moved to Wed. due to TRIM requirements</i>			

Updated 10/04/2023

**Ormond Beach City Commission
Meeting Schedule December 2022 – November 2024**

October

October 4, 2023 – Wednesday	5:30 PM	CCR	Cassen Park Workshop
October 4, 2023 – Wednesday	7:00 PM	CC	Regular City Commission Meeting*
October 17, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
October 25, 2023 – Wednesday	5:30 PM	CC	Special City Commission Meeting
<i>*Moved to Wed.; National Night Out on Tues.</i>			

November

November 7, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
	6:00 PM	CCC*	
November 21, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
<i>*Calvary Christian Center</i>			

December

December 5, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
December 19, 2023 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

January 2024

January 9, 2024 - Tuesday	7:00 PM	CC	Regular City Commission Meeting
January 23, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
<i>Note: 2nd & 4th weeks, due to holidays Jan 1 & 15</i>			

February

February 6, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
February 20, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

March

March 5, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
March 19, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

April

April 2, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
April 16, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

May

May 7, 2024 - Tuesday	7:00 PM	CC	Regular City Commission Meeting
May 21, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

June

June 4, 2024 – Tuesday	5:30 PM	CR	Capital Improvements Program and Draft Budget Workshop
June 4, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

July

July 23, 2024 – Tuesday	5:30 PM	CR	Operating Budget Workshop
July 23, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting

August

August 6, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
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Updated 10/04/2023

**Ormond Beach City Commission
Meeting Schedule December 2022 – November 2024**

August 20, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
September			
September 4, 2024 – Wednesday	7:00 PM	CC	Reg. Comm. Mtg. & 1 st Budget Hearing*
September 18, 2024 – Wednesday	7:00 PM	CC	Reg. Comm. Mtg. & 2 nd Budget Hearing*
			<i>*Moved to Wed. due to TRIM requirements</i>
October			
October 2, 2024 – Wednesday	7:00 PM	CC	Regular City Commission Meeting*
October 15, 2024 – Tuesday	7:00 PM	CC	Regular City Commission Meeting
			<i>*Moved to Wed.; National Night Out on Tues.</i>
November			
November 6, 2024 – Wednesday	7:00 PM	CC	Regular City Commission Meeting*
November 19, 2024 – Tuesday	6:00 PM	CC	Organizational City Commission Meeting
			<i>*Moved to Wednesday for General Election</i>



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-169
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Construction Admin Services for WRF Upgrades		
Summary:	This is to award a work authorization to Mead & Hunt for construction administration services for the WRF Upgrades project, Bid Number 2023-28. On a separate agenda item, the City Commission will be requested to approve the bid award of the WRF Upgrades. If awarded, professional services from the City's engineering consultant should be acquired for construction administration services. City staff will maintain project oversight and assist in resolving the challenges that will be encountered, but the engineer of record will be needed through construction to provide oversight and ensure compliance with FDEP and other agency permit requirements. Inspection services will be provided in-house by City Engineering Inspectors. The proposal from Mead & Hunt is \$49,348. This cost is approximately 4.6% of the project construction cost of \$1,068,700, which is towards the lower end of the standard engineering percentages (5-10%) for these services.		
Financial Impact:	Funding for the construction administration services is included in the Fund 409 Water and Wastewater Capital Fund (Renewal and Replacement) budget. An adjustment will be needed to move the funds to the 2023-2024 fiscal year. Sufficient funds are available.		
Citizen Impact:	Maintenance of the WRF is required in order for the City to remain in compliance with its Florida Department of Environmental Protection (FDEP) Wastewater Treatment Facility Operation Permit. Having the engineer of record provide construction oversight will ensure compliance with FDEP and other agency requirements.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization to Mead & Hunt, for construction administration services not-to-exceed \$49,348.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-169 WRF Upgrades-Mead&Hunt (P23-0175G) 2. Mead & Hunt Work Authorization	
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/4/2023 Joyce Shanahan, City Manager 10/5/2023	

RESOLUTION NO. 2023-169

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Mead & Hunt, Inc., an engineering firm under continuing contract with the City, to provide construction administration services regarding the water reclamation facility upgrades project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Mead & Hunt, Inc. to provide construction administration services for the aforementioned project at a cost not to exceed \$49,348.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

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

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

SECTION ONE. The proposal submitted by Mead & Hunt, Inc. to provide construction administration services regarding the water reclamation facility upgrades project at a cost not to exceed \$49,348.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Mead & Hunt, Inc. to provide construction administration services for the Project at the said price, and to pay the cost therefor from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Mead & Hunt, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: WRF Upgrades – Limited CEI Services

Project Description: To provide limited construction engineering services for the WRF Upgrades construction project to include, project management, contract administration, and a part time resident project representative, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: \$1,100,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project Management	Fixed Fee	\$7,128.00
Contract Administration	Fixed Fee	\$23,352.00
Resident Project Representative	Fixed Fee	\$18,868.00
Total Fee Authorized:	Not To Exceed	<u>\$49,348.00</u>

Funding Source: Water/Wastewater R & R Fund (409)

Estimated Time for Completion: 180 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MEAD & HUNT, INC.

By: _____
Bill Partington
Mayor

By: _____
Brad T. Blais, P.E.
Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



September 14, 2023

Mike Stephenson, PE
Utilities Engineer
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

Email: Mike.Stephenson@ormondbeach.org
Hard Copy Mailed Only on Request

Subject: WRF UPGRADES - LIMITED CEI SERVICES

Dear Mike,

We are pleased to offer the enclosed scope of services and fee estimate for limited Construction Engineering Services for the City's WRF Upgrades project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
VP/Client Manager

A blue ink signature of Kris Samples.

Kris Samples, PE, DBIA
Senior Project Manager

Enclosure – Scope of Services and Fee Estimate

**CITY OF ORMOND BEACH
SCOPE OF SERVICES AND FEE ESTIMATE
FOR
WRF UPGRADES - LIMITED CEI SERVICES**

This Task Order is in conformance with the Continuing Contract for Municipal Utility Services, RFQ 2017-01 dated March 20, 2017, between the City of Ormond Beach (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves construction engineering services for the construction of capital improvement projects (CIP) at the City's water reclamation facility (WRF). These projects were identified in the 'WRF Condition Assessment Report' July 2020. These projects represent the highest priority needs, based upon the referenced assessment and are described in greater detail within the body of that document.

The specific elements and project #'s to be constructed are:

- Sludge decant building rehabilitation (WRF-1)
- Bulk polymer tank improvements (WRF-1)
- Post Anoxic mixer installation (WRF-1)

The scope of service includes construction engineering services, construction administration, and onsite inspection services through a part-time resident project representative (RPR).

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 6 MONTH project construction period.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – CONSTRUCTION CONTRACT ADMINISTRATION:

The MEAD & HUNT will provide the following services:

1. Review shop drawings/materials submittals.
2. Address Contractor questions/RFIs
3. Provide field directives.
4. Site visits in conjunction with once per month progress meetings.
5. Review and approval of Contractor monthly pay requests.
6. Review and recommendation of approval of Contractor field change proposals (up to 4).
7. Review of Contractor progress as-builts.
8. Determine substantial completion.
9. Provide final inspection.
10. Review of Contractor final as-builts.
11. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
12. Coordinate execution of final paperwork.
13. Provide Certificate of Completion to permitting agencies.

PHASE 3 – RESIDENT PROJECT REPRESENTATIVE (RPR):

MEAD & HUNT will provide one part-time Resident Project Representative (RPR) who will provide the following services during construction:

1. Attend pre-construction conference.
2. Provide observation of the construction effort assuming 8 hours bi-weekly for 6 months.
3. Assist in review and approval of quantities of completed work included in Contractor monthly pay requests.
4. Assist in reviewing contractor's progress as-built surveys.
5. Assist in coordinating responses to contractor's Requests for Information (RFIs)
6. Monitor material and field tests, excluding field direction of testing personnel.

Deliverables – Construction Observation

- Reports of Work Activities by-weekly

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

MEAD & HUNT estimates the work included in this Project will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>180 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Construction Contract Administration</i>	<i>180 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Resident Project Representative (RPR)</i>	<i>180 days</i>	<i>Receipt of notice to proceed</i>

COMPENSATION

The fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$7,128</i>	<i>Lump Sum</i>
<i>Phase 2 – Construction Contract Administration</i>	<i>\$23,352</i>	<i>Lump Sum</i>
<i>Phase 3 – Resident Project Representative (RPR)</i>	<i>\$18,868</i>	<i>Lump Sum</i>
<i>TOTAL</i>	<i>\$49,348</i>	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF ORMOND BEACH, 22 S. BEACH STREET, ORMOND BEACH, FL 32174, City Clerk, Colby J. Cilento, (386) 676-3225, colby.cilento@ormondbeach.org.



CITY OF ORMOND BEACH
WRF UPGRADES - CEI SERVICES
ESTIMATED MANHOUR SCHEDULE
SEPTEMBER 14 , 2023

Phase	Description	Senior Associate, Principal	Senior Engineer	Engineer I	Technician IV	Administrative Assistant	Mileage	Total Task (\$)
	Hourly Rate	\$ 201.00	\$ 201.00	\$ 124.00	\$ 127.00	\$ 75.00	0.625	See Below
1	Project Management							
	Project Coordination and Invoicing	20	0	0	0	8	0	\$4,620
	Internal Kick-Off Meeting	4	2	2	0	0	0	\$1,454
	External Kick-Off Meeting	4	0	0	0	0	250	\$1,054
	Subtotals	28	2	2	0	8	\$ 250.00	\$7,128
2	Construction Contract Administration							
	Shop Drawings	15	8	8	0	0	60	\$5,675
	RFIs	15		4				\$3,511
	Site Visits	4	4					\$1,608
	Progress Meetings	15					500	\$3,515
	Pay Request Reviews	15						\$3,015
	Change Order Reviews	4						\$804
	As-builts and Record Drawing Review	4	4	8	8			\$3,616
	Certificate of Completion to Permitting Agencies	4	4	0	0	0		\$1,608
	Subtotals	76	20	20	8	0	\$ 560.00	\$23,352
3	Resident Project Representative							
	Pre-Construction Meeting	8	4	4	0	0	80	\$2,988
	Part-time Inspection Services	0	0	120	0	0	1000	\$15,880
	Subtotals	8	4	124	0	0	\$ 1,080.00	\$18,868
	TOTAL ALL TASKS	112	26	146	8	8	\$ 1,890.00	\$49,348
								\$49,348



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-170
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Bid Award for WRF Upgrades		
Summary:	This is to award a bid for the construction of the Water Reclamation Facility (WRF) Upgrades, Bid Number 2023-28, to SGS Contracting Services, Inc. This capital improvement project includes improvements to rehabilitate the sludge building, polymer tank, and post anoxic mixer installation. Plans and specifications utilized for the advertisement of this project, prepared by Mead & Hunt, were presented to the City Commission on July 18th. On September 1, 2023, bids were received and opened. Two companies submitted bids; the bids ranged from \$1,378,700 to \$1,068,700. The low bidder for this project was SGS Contracting Services, Inc. Mead & Hunt reviewed the bids and recommends award to SGS Contracting Services, Inc.		
Financial Impact:	This was included in the Fund 409 Water and Wastewater Capital Fund (Renewal and Replacement) budget. A budget adjustment will be needed to bring the project into Fiscal Year 2023-2024. Sufficient funding is available.		
Citizen Impact:	Maintenance of the WRF is required to remain in compliance with the Florida Department of Environmental Protection (FDEP) Wastewater Treatment Facility Operation Permit. Continuous operation of the facility is crucial to the City's residents who utilize this service. There will be minimal impacts to the public or traffic during construction.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding of Bid Number 2023-28 to SGS Contracting Services, Inc. at the contract amount of \$1,068,700.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Attachments:	1. 23-170 WRF Upgrades-SGS (P23-0176G) 2. SGS 3. WRF Upgrades Recommendation of Award 4. signed bid tab
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/4/2023 Joyce Shanahan, City Manager 10/5/2023

RESOLUTION NO. 2023-170

A RESOLUTION ACCEPTING A BID FROM SGS CONTRACTING SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT, UNDER BID NO. 2023-28; 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. 2023-28) regarding construction services for the water reclamation facility upgrades 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 SGS Contracting Services, Inc. with a bid in the amount of \$1,068,700.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by SGS Contracting Services, Inc. to perform the Project at a total cost not to exceed \$1,068,700.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with SGS Contracting Services, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with SGS Contracting Services, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

3 B241N172

**SECTION 00300
BID NO.**

CONTRACTORS NAME SGS Contracting Services, Inc. LICENSE NO. CGC 1514772

PROJECT IDENTIFICATION: *WRF Upgrades*

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-28

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>1</u>	<u>7/31/23</u>
<u>2</u>	<u>8/16/23</u>
<u>3</u>	<u>8/23/23</u>
<u>4</u>	<u>8/24/23</u>

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

00300-1

BID (Cont'd.)

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	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization / Demobilization	1	LS		50,000
2	Indemnification	1	LS		100
3	Sludge Decant Building Rehabilitation	1	LS		813,100
4	Bypass Pumping	1	LS		50,000
5	Polymer Storage Tank / Demo Alum Equipment	1	LS		20,000
6	Post Anoxic Submersible Mixer	1	LS		100,000
7	As-Built Survey	1	LS		500
8	Permits and Allowances	1	LS	\$35,000	\$35,000
				TOTAL	1,068,700

TOTAL BID

One Million Sixty Eight Thousand Seven Hundred ^{no/100}
(IN WORDS)

BID (Cont'd.)

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 90 calendar days after the date when the Contract Time commences to run and completed within 120 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 recognizes 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 Five Hundred Dollars (\$ 500) 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

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

00300-3

BID (Cont'd.)

ORMOND BEACH, FLORIDA

Mailing Address: PO BOX 908, High Springs, FL 32655
Street Address: 25613 W US HWY 27, High Springs, FL 32643
City, State, Zip Code: _____
Email: seth@sgscsi.com
Telephone No.: 386-361-5300 Fax No.: N/A

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.

Sept. 1 (eas)
SUBMITTED on August 30, 20 23.

~~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.)

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.)

ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By SGS Contracting Services, Inc.

(Corporation Name)

FL

(State of Incorporation)

By 

(Name of Person Authorized to Sign - Signature)

Seth Simmons

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

President

(Title)



(Corporate Seal)

Attest 

Business address: 25613 W US Hwy 27, High Springs, FL 32643

Phone No.: 386-361-5300

Fax No.: N/A

00300-6

BID (Cont'd.)

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.)

00300-7

BID (Cont'd.)

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>
Mixer	Xylem
Pumps	Moyno

Subcontractors:

Work Classification: Electrical

Name: Shine Company

Address: High Springs

Phone Number: 386-454-2034 Fax Number: N/A

BID (Cont'd.)

ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: SCADA/Integration
Name: CEC/Wood
Address: Bradenton, FL
Phone Number: 841-444-4167 Fax Number: N/A

Work Classification: _____
Name: _____
Address: _____
Phone Number: _____ Fax Number: _____

Work Classification: _____
Name: _____
Address: _____
Phone Number: _____ Fax Number: _____

Work Classification: _____
Name: _____
Address: _____
Phone Number: _____ Fax Number: _____

Work Classification: _____
Name: _____
Address: _____
Phone Number: _____ Fax Number: _____

00300-9

BID (Cont'd.)

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>10</u>	L.F.	<u>\$10</u>	<u>\$100</u>
2. Sheet piling/Shoring	<u>N/A</u>	S.F.	<u></u>	<u></u> (SAS)
				9/1/23
				8/30/23
				
Name (signature)				Date
<u>Seth Simmons</u>				
Name (typed or printed)				
<u>President</u>				
Title				

BID (Cont'd.)

ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.


Name (signature)
Date 9/1/23 (sas)
08-30-2023

Seth Simmons

Name (typed or printed)

President

Title

BID (Cont'd.)

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.

SGS Contracting Services, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Seth Simmons

NAME (PRINT OR TYPE)

President

TITLE

~~08-30-2023~~ 9/1/23 (sas)

DATE

BID (Cont'd.)

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.)

ORMOND BEACH, FLORIDA

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: SGS Contracting Services, Inc. - N/A (Local Preference does not apply)

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.)

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.

SGS Contracting Services, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Seth Simmons

NAME (PRINT OR TYPE)

President

TITLE

08-30-2023

DATE

8/1/23 (sgs)

END OF BID

00300-15



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

SIMMONS, SETH GARRETT

SGS CONTRACTING SERVICES INC
18420 HIGH SPRINGS MAIN STREET
HIGH SPRINGS FL 32643

LICENSE NUMBER: CGC1514772

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

SIMMONS, SETH GARRETT

SGS CONTRACTING SERVICES, INC.
18420 HIGH SPRINGS MAIN STREET
HIGH SPRINGS FL 32643

LICENSE NUMBER: CUC1225090

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

State of Florida

Department of State

I certify from the records of this office that SGS CONTRACTING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 2012, effective July 25, 2007.

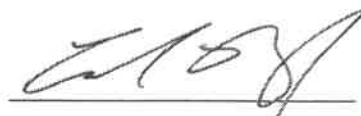
The document number of this corporation is P12000085304.

I further certify that said corporation has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2023*




Secretary of State

Tracking Number: 5764496453CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we SGS Contracting Services, Inc.

25613 W. US Hwy 27 High Springs, FL 32643

(hereinafter called *Principal*) and

Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800 Plymouth, MN 55441

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

New York

of with its principal offices in the County of

Hennepin

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 **WRF Upgrades (Bid No. 2023-28)** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 30th day August, 2023.



SGS Contracting Services, Inc.

25613 W. US Hwy 27

High Springs, FL 32643

(Principal)

By:

Seth G. Simmons, President

ATTEST:

Payton Olsen

Payton Olsen, Witness (SEAL)

Atlantic Specialty Insurance Company

(Surety)

By:

Jessie Sloan
Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent



Inquiries: (321) 800-6594

**END OF SECTION
00410 - 1**



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

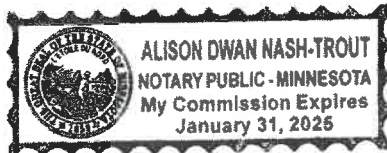
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of August, 2023.



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com



September 5, 2023

Mike Stephenson
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Email: mike.stephenson@ormondbeach.org

Hard Copy Mailed Only on Request

**RE: WRF Upgrades
Recommendation of Award**

Dear Mr. Stephenson,

The City received two (2) bids on the above referenced project on September 1st, 2023. SGS Contracting Services, Inc. of High Springs, Florida was the low bidder with a bid totaling \$1,068,700 (bid tabulation attached).

We have worked with SGS Contracting Services, Inc. on numerous projects of a similar nature in the past. Therefore, we recommend that the City award this project, in its entirety, to SGS Contracting Services, Inc. in the amount of \$1,068,700.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

Matt Guzinski

Matt Guzinski
Project Engineer

MDG:bf

CC. Kris Samples

Attachment: Bid Tabulation



Date and Time: Friday, September 1, 2023 2:00 PM

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.

Opened by: Mike Stephenson
Utilities Engineer



Date and Time: Friday, September 1, 2023 2:00 PM

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.

Page 69 of 723



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-171
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source - PEP Tanks		
Summary:	This is a sole source procurement request for Pretreatment Effluent Pumping (PEP) tanks and components provided by Alpha General Services, Inc. The City maintains over 1,600 existing fiberglass PEP tank systems. Geographical areas utilizing PEP tanks generally include: Breakaway Trails, Hunter's Ridge, Tymber Crossings, Indian Springs, and Saddlers Run. The PEP tank systems from Alpha General Services were in use when the City acquired the Breakaway Trails utility system. The PEP tanks and components need routine replacement as they reach the end of their intended service life. The average service life is 15-20 years, whereas the pumps generally average 5 years. Alpha General Services has continuously met the City's PEP systems needs and provided written confirmation indicating they are the only authorized vendor in the State of Florida for the fiberglass tank products utilized throughout the City's service area. Intent to utilize a sole source vendor was advertised via Demandstar on Sept. 1, 2023.		
Financial Impact:	Funding in the amount of \$180,000 for the purchase of PEP system tanks and components is included in the FY 2023-24 Budget, Fund 409 - Water and Wastewater Renewal and Replacement.		
Citizen Impact:	The replacement of PEP tanks as part of an established preventative maintenance program provides for safe and efficient operation of the wastewater collection system while reducing unexpected costs and repairs.		
Recommended Action	Staff recommends approval of sole source procurement of		

(Staff, Advisory Board and/or Other):	standardized PEP tanks and components provided by Alpha General Services, Inc.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-171 PEP equip - Alpha General (P23-0179G) 2. Sole Source Form - Alpha 3. Sole Source Letter - Alpha	
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	9/27/2023 10/4/2023 10/5/2023

RESOLUTION NO. 2023-171

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 pretreatment effluent pumping (PEP) tanks and components from Alpha General Services, LLC which have been used within the City 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 2023-2024, 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 for each purchase, the cumulative total of which shall not exceed \$180,000.00 for FY 2023-2024, 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 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 8/31/23

Vendor: Alpha General Services

Cost: \$180,000.00

Requested by: Doug Chisholm, WW Coll/Reuse Supervisor Department: Utilities

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.

Bob Preis, 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.



1578 ALPHA ROAD E, SEBRING, FL 33870

863-382-1544

August 31, 2023

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,

A handwritten signature in blue ink, appearing to read 'Brian Radonski'.

Brian Radonski
Alpha General Services, LLC



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-172
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source - Flygt Pumps		
Summary:	This is a sole source procurement request for Flygt Products pumping equipment sales and services, provided by Xylem Water Solutions, USA Inc. The City has developed standards for wastewater submersible pumping systems utilizing Flygt pump and controls equipment. Approximately 85 of the remote lift stations and several in-plant pump components contain equipment manufactured by Flygt. Over several decades, Flygt pumps have consistently proven to be reliable for use in the wastewater collection system. In order to maintain the level of service anticipated, Flygt pumps need to be routinely serviced or replaced when they reach the end of their intended service life. Xylem Water Solutions has continuously met the City's Flygt wastewater pumping needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for Flygt products. Intent to utilize a sole source vendor was advertised via Demandstar on Aug. 31, 2023.		
Financial Impact:	Funding, for the anticipated amount of \$600,000, for Flygt pump replacement purchases and repair costs are included in the FY 2023-24, Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement.		
Citizen Impact:	The replacement of Flygt pumps as part of an established preventative maintenance program provides for safe and efficient operation of the wastewater collection system while reducing unexpected costs and repairs.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of sole source procurement of pumps, motors, equipment, controls, and repair services provided by Xylem Water Solutions USA, Inc.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		
Attachments:	1. 23-172 Pump Equip-Xylem sole source (P23-0180G) 2. Sole Source Form - Xylem 3. City of Ormond Beach - Flygt municipal products		
Approval:	Kelly McGuire, Finance Director	9/27/2023	
	Claire Whitley, Assistant City Manager	10/5/2023	
	Joyce Shanahan, City Manager	10/5/2023	

RESOLUTION NO. 2023-172

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 80 lift stations that exist within the City which have been in place for many years, and

WHEREAS, Xylem Water Solutions USA, Inc. manufactures the only Flygt parts that are compatible with the City's existing lift stations, 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 Flygt pumping and controls equipment and repair services from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$600,000.00 for FY 2023-2024, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water & Wastewater Operating 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 Flygt pumping and controls equipment and repair services for the City's lift stations from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$600,000.00 for FY 2023-2024, and payment thereof from the Water and Wastewater Operating Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 8/31/23

Vendor: Xylem Water Solutions, Inc.

Cost: TBD

Requested by: Ron Burk, Equipment Maintenance Supervisor Department: Utilities

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 purpose of Flygt pumping and controls equipment and repair services for the City's wastewater collection system lift stations and certain treatment system components provided by Xylem Water Solutions USA, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Flygt has been the standard pumping equipment and control system for most all of the wastewater collection system pumping stations in operation throughout the City for many years. Flygt duplex and triplex sewage pumping stations are now currently installed in approximately eighty-five (85) locations throughout the City. Flygt pumping equipment is also in operation at the internal recycle pump room and in-plant dewatering wetwell at the City's water reclamation facility (WRF). Reliable operations standards require staff to maintain consistency with existing equipment and reduce the types of spare parts needed and have readily available capacity to perform pump replacement activities and procure critical factory repair services.

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):

Xylem Water Solutions USA, Inc is the only authorized vendor for equipment replacement and service repair and warranty organization in the State of Florida for Flygt pumps and equipment. Flygt pumps are considered to be the standard for Ormond Beach wastewater collection and treatment facility systems.

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.


Bob Preis, 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.



XYLEM INC. – FLYGT PRODUCTS
455 Harvest Time Dr. Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

August 29, 2023

City of Ormond Beach
Attn: Ron Burk

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised the Xylem, Inc. the only authorized vendor for Flygt municipal products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Very truly yours,

XYLEM, INC.

David Williams

*Flygt Products include submersible pumps, mixers, valves, M&C products, Syracuse safe hatch access covers and control panels.





City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-173
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source - Peerless Pumps from Tom Evans		
Summary:	This is a sole source procurement request for Peerless Pumps and services provided by Tom Evans Environmental, as purchases are expected to exceed the staff-authorized procurement threshold of \$25,000 from a single vendor for the current fiscal year. The City maintains several pumping stations throughout the City's service area. These stations generally include: the High Service and Aeration pumping stations at the Water Treatment Plant, the Breakaway Trails reclaimed pump station, and the Shadow Crossings reclaimed pump station, etc. In order to maintain the anticipated level of service from these pumping stations, staff needs to replace components that have reached the end of their intended service life. Tom Evans Environmental has continuously met the City's Peerless products needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Peerless products utilized throughout the City's service area. Intent to utilize a sole source vendor was advertised via Demandstar on Sept. 1, 2023.		
Financial Impact:	Funding for the purchase of Peerless Pump products is included in the FY 2023-24, Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated costs is \$300,000.		
Citizen Impact:	The replacement of pumps and pump parts as part of an established preventative maintenance program provides for safe and efficient operation of the water treatment process and reclaimed distribution system while reducing unexpected costs and repairs.		
Recommended Action	Staff recommends approval for the sole source procurement of		

(Staff, Advisory Board and/or Other):	standardized pumps and services from Tom Evans Environmental for Peerless Pumps and products.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-173 Peerless Pumps-Tom Evans sole source (P23-0178G) 2. Sole Source Form - Peerless 3. Peerless Sole Source Letter	
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/5/2023 Joyce Shanahan, City Manager 10/5/2023	

RESOLUTION NO. 2023-173

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PEERLESS PUMP PRODUCTS AND REPAIR SERVICES FROM TOM EVANS ENVIRONMENTAL ON AN AS-NEEDED BASIS FOR PUMPING STATIONS THROUGHOUT THE CITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are numerous vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps at several pumping stations throughout the City which are all outfitted with Peerless pump products, and

WHEREAS, Tom Evans Environmental supplies the only Peerless pump parts and repair service that are compatible with the City's existing pumping station equipment, and therefore, the 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 Peerless pump products and repair services from Tom Evans Environmental on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$300,000.00 for FY 2023-2024, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water & Wastewater Renewal and Replacement Fund (409) and Water and Wastewater Operating Fund (401) 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 Peerless pump products and repair services for the City's pumping stations from Tom Evans Environmental on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$300,000.00 for FY 2023-2024, and payment thereof from the Water and Wastewater Renewal and Replacement Fund and the Water and Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 09/01/23

Vendor: Tom Evans Environmental, Inc.

Cost: \$300,000.00

Requested by: Mike Stephenson, Utilities Engineer

Department: 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 Peerless Pump products and services for the City's vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps. These products and services are provided by Tom Evans Environmental, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Peerless Pumps have been the City's standard for most of the vertical and split case pumps in operation throughout the City for many years. Peerless pumps have been installed at several facilities in Ormond Beach, such as the Breakaway Trails Reclaimed Storage & Pump Facility, Shadow Crossing Reclaimed Storage & Pump Facility, and the WTP high service pump station.

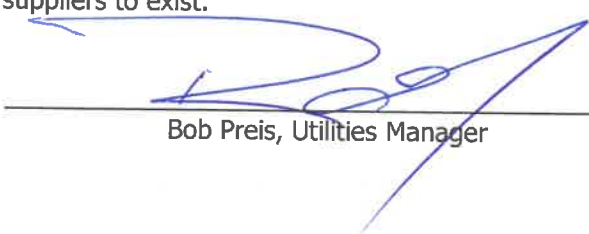
We receive excellent Customer Support from Tom Evans Environmental and overall standardization of equipment reduces storage needs, additional training requirements, and overall costs.

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):

Tom Evans Environmental is the sole and exclusive representative for the Peerless Pump product lines in peninsular Florida's municipal (Water Utility) market and is exclusive to the City's account.

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.



Bob Preis, 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](#).

July 14, 2023

**Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174**

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Stephenson,

Please accept this letter as formal notification to the City of Ormond Beach that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

**Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company**

Cc: Tom Evans Environmental





City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-174
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source - Neptune Meters - Ferguson		
Summary:	This is a sole source procurement request of Neptune Water Meters and components provided by Ferguson Water Works, as purchases are expected to exceed the staff-authorized procurement threshold of \$25,000 from this single vendor for the current fiscal year. The City maintains over 22,000 potable water meters throughout the City's service area. The City has standardized its water meter products to be those manufactured by Neptune Technology Group, Inc. Whenever an existing meter needs to be replaced, or new meter required, staff will install a new Neptune meter. Staff needs to regularly restock Neptune meters. Ferguson Water Works has continuously met the City's Neptune Water Meter needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Neptune Water Meter products. Intent to utilize a sole source vendor was advertised via Demandstar on Sept. 1, 2023.		
Financial Impact:	Funding for the purchase of Neptune Water Meters and components is included in the FY 2023-24, Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated costs is \$300,000.		
Citizen Impact:	The replacement of water meters as part of an established preventative maintenance program provides for safe and efficient operation of the water distribution system while reducing unexpected costs and repairs.		
Recommended Action	Staff recommends approval of sole source procurement of Neptune		

(Staff, Advisory Board and/or Other):	Water Meters and components provided by Ferguson Water Works.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 23-174 Water Meters-Ferguson (P23-0181G) 2. Sole Source Form - Ferguson 3. Ormond Beach - Sole Source Neptune 2023 Term
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/5/2023 Joyce Shanahan, City Manager 10/5/2023

RESOLUTION NO. 2023-174

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS AND PARTS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 22,000 Neptune water meters installed throughout the City, and

WHEREAS, Ferguson Enterprises, LLC supplies the only Neptune water meters and parts that are compatible with the City's existing meters, 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 Neptune water meters from Ferguson Enterprises, LLC on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$300,000.00 for FY 2023-2024, and

WHEREAS, the City Manager has certified that funds for the equipment have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and the Water & Wastewater Operating Fund (401) and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of Neptune water meters and parts from Ferguson Enterprises, LLC on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$300,000.00 for

FY2023-2024, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund and the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 8/31/23

Vendor: Ferguson Waterworks

Cost: \$300,000/year

Requested by: Ryan Roessler, Water Distribution Supervisor

Department: Utilities

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 purpose of providing Neptune meters and associated parts for the City's water distribution system residential, commercial and industrial meters and associated parts at each property served by the City's water utility.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Ferguson supplies the only Neptune water meters and associated parts that are compatible with the City's existing water meters, for the distribution system. Neptune meters and associated parts are now currently installed in over twenty thousand locations throughout the City's distribution system. The software for radio reading the meters is proprietary for Neptune meters and will not work with other brands. The City has used Neptune meters for over 15 years, making this the City standard for reliable operations and to maintain consistency with existing equipment and reduce the types of spare parts needed.

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):

Ferguson Waterworks is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

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.



Bob Preis, 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.

September 1, 2023

**Ryan Roessler,
City of Ormond Beach**

Dear Mr. Roessler,

Please note that Ferguson Water Works., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-175
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Breakaway Trails Lift Station Rehab - Danus Utilities		
Summary:	This is a request to approve an Underground Utility Construction Management Services Work Authorization with Danus Utilities, Inc. (Danus) for services related to rehabilitation of the Breakaway Trails Lift Station. In order to provide reliable and efficient operation and maintenance of the City's wastewater collection system, a commitment to investing in regular system improvements is necessary. The Breakaway Trails lift station is staff's current recommended lift station rehabilitation priority as this station is responsible for conveying a large amount of wastewater in the western region of the City's service area. On October 6, 2020, the City Commission authorized the execution of continuing contracts with four underground utility contractors, Danus being one of them. Danus has extensive experience with the City's lift stations, which allows them to provide well-suited, economical construction management services for this project.		
Financial Impact:	Sufficient funding of \$61,785.00 is included in the FY 2023-24 budget, Fund 409 Water and Wastewater Renewal and Replacement, Lift Station Rehabilitation.		
Citizen Impact:	Scheduling priority based repairs for utilities infrastructure provides for reliable sanitary sewer treatment systems for the City's utility customers.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for Breakaway Trails Lift Station Rehabilitation to Danus Utilities, Inc., not-to-exceed \$61,785.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-175 Breakaway Tr Lift Stn-Danus (P23-0183G) 2. Danus Work Authorization - Breakaway Trails LS Rehab	
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/6/2023 Joyce Shanahan, City Manager 10/6/2023	

RESOLUTION NO. 2023-175

A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES, INC. TO PROVIDE CONSTRUCTION SERVICES REGARDING THE BREAKAWAY TRAILS LIFT STATION REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Danus Utilities, Inc., an engineering firm under continuing contract with the City, to provide construction services regarding the Breakaway Trails lift station rehabilitation project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Danus Utilities, Inc. to provide construction services for the aforescribed project at a cost not to exceed \$61,785.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

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

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

SECTION ONE. The proposal submitted by Danus Utilities, Inc. to provide construction services regarding the Breakaway Trails lift station rehabilitation project at a cost not to exceed \$61,785.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Danus Utilities, Inc. to provide construction services for the Project at the said price, and to pay the cost therefor from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Underground Utility Construction Management Services on a Continuing Basis dated October 6, 2020 between the City of Ormond Beach, Florida, and Danus Utilities, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Breakaway Trails Lift Station Rehabilitation

Project Description: Construction services to provide all labor, equipment, and materials necessary to rehabilitate the valve vault in the Breakaway Trails lift station, as detailed in the attached proposal dated September 19, 2023.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Breakaway Trails Lift Station Valve Vault Rehab	Guaranteed Maximum Price	\$61,785.00
Total Fee Authorized:	Not to Exceed	<u>\$61,785.00</u>

Funding Source: Water & Wastewater R&R Fund (409)

Estimated Time for Completion: 7 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
DANUS UTILITIES, INC.

By: _____
Bill Partington
Mayor

By: _____
Daniel J. Pardus
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



Proposal #: 030523-1R

Date: 9/19/2023

Submitted to: Thom

Company: City of Ormond

Email: mignardi@ormondbeach.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

Job Description: Breakaway Trails Lift Station Rehab (City of Ormond)

We are pleased to quote labor and materials for the rehabilitation of said lift station to include:

- **Furnish & Install** By-pass pumping during rehab to include 24hr monitoring system.
- **Demo** existing 6" pipe, valves & fitting in existing valve vault.
- **Furnish & Install** Triplex above grade valve assembly and reconnect to the existing discharge pipe flange in the valve vault.
- **Furnish & Install** (1) 8" HDPE suction pipe thru top slab to include elbows & FLG adapter (camlock by others)
- **Furnish & Install** clean fill in old valve vault up to existing grade.
- **Furnish & Install** concrete pad under above grade valve assy.
- **Furnish & Install** (6) SS adjustable pipe supports under above grade valve assy.
- **Furnish & Install** (2) SS wet well pipe supports on suction piping.
- **Provide** dewatering as required to make connection to existing riser outside the wet well.
- **Hauling & Disposal** of construction debris.
- **Backfill fill & compact** excavated area when complete.
- **Restoration** of site to pre-construction conditions or better.
- **Provide Bond for project**

Quoted pricing expires October 31, 2023

TOTAL: \$61,785.00

NOTE: Per scope as written & discussed during site visit.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

Raymond Rogers

(386) 882-6200

raymond@danusutilities.com

Ormond Beach Breakaway Trails LS Rehab

Item	Description	Material Cost	Labor Cost	Total
1	By-pass pumps with 24" remote monitoring	\$5,500.00	\$2,000.00	\$7,500.00
2	Demo & Hauling of removed debris, PVF & VB top slab	\$0.00	\$2,500.00	\$2,500.00
3	F&I 6" triplex pipe, valves & fittings for above grade assembly	\$22,435.00	\$13,650.00	\$36,085.00
4	F&I 8" HDPE suction pipe in wet well top slab	\$2,750.00	\$2,500.00	\$5,250.00
5	F&I clean fill inside old valve box	\$600.00	\$1,500.00	\$2,100.00
6	F&I Concrete pad under valve assy & SS Pipe supports	\$3,350.00	\$2,500.00	\$5,850.00
7	Bond for project	\$2,500.00	\$0.00	\$2,500.00
			GRAND TOTAL	\$61,785.00



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-176
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	WTP Hatch Rehab - Danus Utilities		
Summary:	This is a request to approve an Underground Utility Construction Management Services Work Authorization with Danus Utilities, Inc. (Danus) for services related to the replacement/rehabilitation of a traffic rated hatch at the Water Treatment Plant (WTP). One of the hatches on a vault at the WTP is showing signs of corrosion and overall deterioration. The hatch is accessed by staff to check on raw water mains that enter the plant due to the location of the raw water meter which is located inside the vault. This vault, which is the pre-cast concrete enclosure protecting the raw water meter, is routinely traveled over by larger chemical trucks on a routine basis due to being in the middle of the WTP's main roadway. Based on available records, the vault appears to have been installed in 1989. This request is being brought forward with the goal of proactively replacing the worn out top slab of the vault before any incident occurs. On October 6, 2020, the City Commission authorized the execution of continuing contracts with 4 underground utility contractors, Danus being one of them. Danus has extensive experience with staff and the WTP components, which allows them to provide well-suited, economical, and timely construction management services for this project.		
Financial Impact:	Funding for this \$49,541 work authorization is included in the FY 2023-24 budget, Fund 409 Water and Wastewater Renewal and Replacement, General Facility and System Upgrades. No budget adjustment is anticipated.		
Citizen Impact:	Scheduling repairs for utilities infrastructure provides for reliable		

	service for the City's utility customers. No major traffic impacts from this project are anticipated.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for the Traffic Rated Hatch Replacement, to Danus Utilities, Inc., not-to-exceed \$49,541.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 23-176 WTP Hatch Rehab-Danus (P23-0186G) 2. Danus Work Authorization - WTP Traffic Rated Hatch Replacement
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

RESOLUTION NO. 2023-176

A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES, INC. TO PROVIDE CONSTRUCTION SERVICES REGARDING THE WATER TREATMENT PLANT HATCH REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Danus Utilities, Inc., an engineering firm under continuing contract with the City, to provide construction services regarding the water treatment plant hatch replacement project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Danus Utilities, Inc. to provide construction services for the aforescribed project at a cost not to exceed \$49,541.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

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

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

SECTION ONE. The proposal submitted by Danus Utilities, Inc. to provide construction services regarding the Water Treatment Plant hatch replacement project at a cost not to exceed \$49,541.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Danus Utilities, Inc. to provide construction services for the Project at the said price, and to pay the cost therefor from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Underground Utility Construction Management Services on a Continuing Basis dated October 6, 2020 between the City of Ormond Beach, Florida, and Danus Utilities, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Water Treatment Plant – Traffic Rated Hatch Replacement

Project Description: Construction services to provide all labor, equipment, and materials necessary to replace and rehabilitate the deteriorated top slab to the hatch on a vault located in the main asphalt roadway at the WTP, as detailed in the attached proposal dated September 19, 2023.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
WTP Hatch Replacement	Guaranteed Maximum Price	\$49,541.00
Total Fee Authorized:	Not to Exceed	<u>\$49,541.00</u>

Funding Source: Water & Wastewater R&R Fund (409)

Estimated Time for Completion: 7 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
DANUS UTILITIES, INC.

By: _____
Bill Partington
Mayor

By: _____
Daniel J. Pardus
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



Proposal #: 091123-2R

Date: 09/19/2023

Submitted to: Ron Burk

Company: City of Ormond

Email: ron.burk@ormondbeach.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

Job Description: Traffic Rated Hatch Replacement (Ormond WTP)

We are pleased to quote labor and materials to include:

- Provide a road plate over damaged hatch until new top & hatch are installed.
- Cut asphalt 2ft out from existing top slab on (3) sides.
- Remove asphalt and excavate around top slab on all (4) sides.
- Wedge existing top slab from valve vault to break loose the seal.
- Remove & dispose of the old top slab & hatch.
- Furnish & Install (1) Neenah Foundry Direct Traffic cast iron 50" x 50" hatch 6662-TS
- Furnish & Install (1) 131" x 88" traffic rated top slab 12" thick minimum.
- Furnish & Install road base in excavated area around the top slab.
- Furnish & Install 2" thick asphalt patch around top slab on (3) sides. (match existing road elevation)
- Provide bond for project.

Quoted pricing expires October 31, 2023

TOTAL: \$49,541.00

NOTE: Road plate to be installed once a PO has been issued. This plate will remain on site until the new top slab & hatch are installed.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

**Raymond Rogers
(386) 882-6200
raymond@danusutilities.com**

Ormond Beach WTP Traffic Rated Hatch Replacement

Item	Description	Material Cost	Labor Cost	Total
1	Cut & remove asphalt & existing top slab	\$0.00	\$6,500.00	\$6,500.00
2	Demo & Hauling of removed debris & top slab	\$0.00	\$2,500.00	\$2,500.00
3	Furnish Neenah Foundty Direct traffic cast iron hatch	\$17,941.00	\$0.00	\$17,941.00
4	F&I 131" x 88' x 12" thick top slab	\$9,000.00	\$7,500.00	\$16,500.00
5	F&I road base in excavated area around top slab	\$300.00	\$1,850.00	\$2,150.00
6	F&I asphalt patch up to 2" thick around new top slab	\$550.00	\$900.00	\$1,450.00
7	Bond for project	\$2,500.00	\$0.00	\$2,500.00
			GRAND TOTAL	\$49,541.00



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-177
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Work Authorization Zev Cohen, SR40 FM Design		
Summary:	This is a request for a work authorization to Zev Cohen & Associates, Inc for the design of a force main along State Road (SR) 40. This force main design would be added to Zev Cohen's State Road 40 water main design plans and specifications. Resolution 2019-219 authorized a design proposal from Zev Cohen & Associates for a water main design along SR 40 and Airport Rd. The design work for this water main has been completed. However, the project has not been released for bidding purposes. Additionally, since authorization approval, the City has received Master Plan Updates which recommend the addition of a force main along SR 40 to support the development of the West Ormond Utility region. Adding this force main design to Zev Cohen's initial water main design plans and specifications would likely reduce the overall construction timeframe and decrease the overall construction cost due to awarding related work to one contractor as opposed to two separate contractors.		
Financial Impact:	Funding of \$104,275 for this project is included in the FY 2023-2024 budget, Fund 409 Water and Wastewater Capital Improvement Fund.		
Citizen Impact:	The City has identified improvements that need to be made to the western region's utility infrastructure to ensure the same level of service is provided to its existing and future utility customers located within the City's adopted Utility Service Area.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the work authorization for engineering services to Zev Cohen & Associates, Inc., in the amount of \$104,275.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-177 Airport Rd SR40 ForceMain-Zev Cohen (P23-0184G) 2. Work Authorization	
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	10/6/2023 10/6/2023 10/6/2023

RESOLUTION NO. 2023-177

A RESOLUTION ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES REGARDING DESIGN OF THE AIRPORT ROAD/SR40 FORCE MAIN PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Zev Cohen & Associates, Inc., an engineering firm under continuing contract with the City, to provide professional engineering services regarding design of a 10” force main along Airport Road/SR40 (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Zev Cohen & Associates, Inc. to provide engineering design services for the aforescribed project at a cost not to exceed \$104,275.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

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

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

SECTION ONE. The proposal submitted by Zev Cohen & Associates, Inc. to provide engineering design services regarding design of a 10” force main along Airport Road/SR40 at a cost not to exceed \$104,275.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Zev Cohen & Associates, Inc. to provide engineering design services for the Project at the said price, and to pay the cost therefor from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Zev Cohen and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Force Main Addition to Airport Road/SR40 Water Main Loop - Design
h

Project Description: Professional engineering services for the design of a 10-inch force main from the roundabout at Airport Road/Hunters Ridge Blvd, extending west to SR40, connecting to the existing terminus at Monte Savino Blvd, approximately 20,654 linear feet. The work will include survey, design, permitting, and bidding services and will be incorporated into the previously prepared Airport Road/SR40 Water Main Loop design, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: \$1,750,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project Management & Kick-off	Fixed Fee	\$775.00
Design	Fixed Fee	\$28,700.00
Permitting	Fixed Fee	\$2,920.00
Bidding Services	Fixed Fee	\$4,080.00
Survey-Subconsultant	Actual Cost	67,300.00
Reimbursable Expenses	Actual Cost	\$500.00
Total Fee Authorized:	Not To Exceed	<u>\$104,275.00</u>

Funding Source: Water/Wastewater R&R Fund - West Ormond (499)

Estimated Time for Completion: 6 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
ZEV COHEN & ASSOCIATES, INC.

By: _____
Bill Partington
Mayor

By: _____
M. Dwight DuRant, P.E.
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

VIA EMAIL
(shawn.finley@ormondbeach.org)

September 18, 2023

Mr. Shawn Finley, P.E.
City Engineer
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

RE: Forcemain Addition to
 Airport Road/State Road 40
 Water Main Loop
 ZC 19100 FM

Dear Shawn:

Thank you for requesting a scope of civil engineering services for the above referenced project. We appreciate the opportunity and look forward to continue working with you and the CITY. More specifically, ZCA proposes to add a sanitary sewer forcemain to our current water main design along Airport Road and State Road (SR) 40.

Project Summary

The City of Ormond Beach (hereinafter referred to as CITY), desires engineering services to incorporate the design of a new 10-inch forcemain to the design plans previously prepared for the water main loop. This design will provide for a 10-inch force main pipe beginning at the roundabout on Airport Road and Hunters Ridge Blvd., extending westerly to SR-40, with stub-outs to the proposed pump station site on the northwestern side of that intersection, and then easterly along the southern side of SR 40, to the current terminus point on the north side of SR-40 at the intersection with Monte Savino Blvd. (approximately 20,654 LF).

The requested Scope of Services on this project includes the following tasks:

I. PROJECT MANAGEMENT AND PROJECT KICK-OFF MEETING

A. Status Reports, Coordination and Administration

ZCA (hereinafter referred to as CONSULTANT) will develop project documents and filing systems for the project that will include project set-up, project management and safety plan; hard and electronic file systems; and monthly status reports of the progress of this scope of work to accompany monthly invoices.

B. Project Kick-Off Meeting

CONSULTANT will conduct a project kick-off meeting with the Project Team and CITY staff to review scope of work, utility alignment and size, project schedule and

administrative issues. Following the meeting, CONSULTANT will prepare written minutes of the project meeting and distribute to the attendees.

C. Site Visit of Forcemain Route

CONSULTANT will conduct a site visit for the proposed forcemain to ascertain site conditions and right-of-way constraints in order to determine the most economical procedure for placement of the forcemain and stub-outs.

II. DESIGN PHASE

A. Utility Coordination

CONSULTANT shall execute a design ticket with Sunshine State One to determine the existing utility owners in the area of the proposed utility extensions and points of connection with the existing, and future, distribution systems. Design drawings will be submitted to utility owners identified on the design ticket of mark-up of existing facilities, which shall be transferred to the design drawings upon receipt.

B. Survey

See attached proposal from Sliger & Associates for additional survey required along the Airport Road ROW.

C. Environmental Services

Environmental impacts, such as relocation of endangered species, wetland mitigation, and/or other environmental considerations, are not anticipated and would be considered additional services to be negotiated with the CITY, if required.

D. Geotechnical Services

Geotechnical services are not anticipated and would be considered additional services to be negotiated with the CITY, if required.

E. 60% Design Phase

CONSULTANT will develop 60% design drawings. The design will include the plans for the new forcemain pipe, size of stub-outs on the forcemain to be determined by consultant based on specific conditions, including number of services to be provided, and length of main. The design will also include new valves stub-outs for pump station located on northwest side of Airport Road and stub-outs to the City owned properties as well as locations identified for future utility connections along SR-40. Field survey data and existing record drawings will be utilized to create base drawings needed for construction.

CONSULTANT will prepare 60% technical specifications and bidding documents utilizing the CITY Standard Front-End Documents.

CONSULTANT will provide a 60% opinion of probable cost.

Client Initials _____

CONSULTANT will conduct an internal Quality Assurance / Quality Control review of 60% design drawings and specifications by a senior level engineer prior to submittal to the CITY.

The 60% submittal package will be prepared and submitted to the CITY electronically through the CITY's ProjectDox System for review and comment. The submittal will include Drawings, Technical Specifications, and the Engineer's Opinion of Probable Construction Cost. A review meeting will be held at the end of the CITY's review.

F. Franchise Utility Conflict Coordination

Based on information received from existing utilities, consultant shall coordinate any required conflict requiring utility relocations directly with the Franchise Utility Company. CONSULTANT shall act on behalf of the CITY to coordinate relocations of existing franchise utilities required to permit the new infrastructure to be constructed without conflict from existing utilities.

G. 90% Design Phase (Not Proposed)

H. 100% Design Phase

Based on the CITY's 60% review comments and discussions at the 60% review meeting, CONSULTANT will advance the design drawings to 100% completion.

CONSULTANT will advance the 60% technical specifications to the 100% level for construction of the new components and facilities.

The CONSULTANT's 60% opinion of probably cost will be updated for the 100% submittal.

CONSULTANT will conduct an internal Quality Assurance/Quality Control review of the 100% design drawings and specifications by a senior level engineer prior to submittal to the CITY.

Final submittal package will be electronically signed and sealed and uploaded to the CITY's ProjectDox System.

III. PERMITTING

CONSULTANT shall prepare application and submittal to the following agencies for appropriate permits:

1. Florida Department of Transportation (FDOT) Utility Connection Permit Modification
2. Flagler County Right-Of-Way Use Permit Modification
3. Flagler County DEP Sewer Permit
4. Florida Department of Environmental Protection (FDEP) Sewer Permit (within Volusia County)

An application for utility accommodation and maintenance of traffic permits along with supporting information will also be prepared and submitted to all required, State, County or other legal entities, that are not the CITY, as are needed for the construction of the water main.

Client Initials_____

This Scope of Services includes CONSULTANT addressing and responding to Request for Information (RAI) responses from the permitting agency. Should extensive RAI's be received that are not a result of inadequate design issues or inadequate response to previous RAI's, the Consultant may request for additional compensation.

The consultant shall include for payment of the utility permit application fees and submit for reimbursement from the CITY. Consultant shall include an allowance for this under reimbursable expenses.

IV. TIME FOR COMPLETION

One hundred eighty (180) days from authorization proceed.

V. BIDDING SERVICES

CONSULTANT will provide assistance to the CITY through the contract bidding process. Services included are preparation of advertisement for bids, printing and distribution of plans and specifications to potential bidders, attending and conducting the pre-bid meeting, answering of questions during the bidding period, preparation of addenda, attendance at the bid opening, evaluation of bids and bidder's qualifications, preparation of the bid tabulation, and recommendation of award letter.

VI. CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration Services were not requested as part of this proposal and are not included in the Scope of Services.

VII. PROFESSIONAL SERVICES FEES

The professional services fee breakdown is attached as Exhibit "A".

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
President

MDD/ns
19100c03 FM
CC: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
John A. Dillard, Jr., P.E.
Viviana Vargas
File

Client Initials _____

June 2, 2023

Mr. John Dillard, P.E.

Zev Cohen & Associates, Inc. (C#2077)
300-C Interchange Boulevard
Ormond Beach, Florida 32174
Phone: 386-677-2482
Delivered via email

Re: Proposal of Surveying and Mapping Services # 23-104
Airport Road Force Main Ormond Beach, Florida

Dear Mr. Dillard:

Per your request Sliger & Associates (S&A) is pleased to submit our proposal for Surveying and Mapping Services for the above referenced project.

SCOPE OF WORK

- Prepare topographic survey of the south one half of Airport Road right of way plus an additional 10 feet south from SR 40 to Hunters Ridge Boulevard including the roundabout and the south one half of SR 40 from Shadow Creek Boulevard to Monte Savino Boulevard, including the full intersection at Monte Savino Boulevard.
- Right of way lines and all improvements, above ground evidence of utilities, storm drains and hardwood trees 6" and greater diameter at breast height and pines 10" and greater diameter at breast height will be included.
- Accessible utilities will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by utility owners when notified by Florida 811 and any as-builts or GIS maps available.
- Elevations will be obtained on 50 foot stations showing 1 foot contours.
- Horizontal and vertical control points will be set at minimum 2000 foot intervals.

The survey will be prepared in NAD 83 FL East horizontal datum and NAVD 1988 vertical datum.

Fee: **\$67,300.00**

FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates. An AutoCAD 2020 digital file will also be available.

Any additional work will be performed at our standard hourly rates or negotiated at such time.

- | | |
|--|----------|
| • Professional Land Surveyor | \$145/hr |
| • Project Manager | \$125/hr |
| • Field Survey Crew with Total Station | \$145/hr |
| • CAD Technician | \$100/hr |

TERMS OF CONTRACT

We understand that this work will be performed by the terms of Zev Cohen & Associates, Inc. standard contract.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Zapert', with a stylized, cursive script.

Joseph E. Zapert, P.L.S., President

cc: M. Dwight DuRant
File



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-178
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Agreement Amendment - Tyler EnerGov, Additional Users		
Summary:	This is a request to increase the agreement for the Tyler EnerGov contract for community development to an amount not to exceed \$70,916. The Tyler conversion began in February 2022 and Building, Planning, and Code Enforcement staff have been working with Tyler staff to construct the permitting and code enforcement systems. The anticipated "Go Live" date of the Tyler permitting system is Oct 30, 2023. During the implementation of the permitting system, it was identified that additional users needed to be added, including Building, Planning, Engineering, Community Service Officers, and Neighborhood Improvement. The original Tyler contract contained an allowance of 30 community development suite users and 10 inspection users (Building/Community Service Officers, and Neighborhood Improvement). 34 community development licenses and 30 inspection licenses need to be added. This increase also seeks to add 6 view only licenses.		
Financial Impact:	The agreement amendment (Tyler internal change order) is not to exceed \$70,916. This additional amount was anticipated and included in the Fiscal Year 2023-24 budget.		
Citizen Impact:	Although there is no direct citizen impact, the Tyler permitting system will provide for a fully electronic permitting system that improves functionality and the permitting process.		
Recommended Action (Staff, Advisory Board)	Staff recommends approval of the increase work authorization with Tyler Technologies Incorporated to add the needed additional		

and/or Other):	licenses.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-178 Tyler Change Order Addtl Users (P23-0192G) 2. 2023-399281-W7L4H7 Users Quote (4) 3. Change Order TY-EG-2023-919 09182023 4. Attachment to Change Order - Ormond Beach FL Amendment 042221 (2)
Approval:	Kelly McGuire, Finance Director 10/2/2023 Claire Whitley, Assistant City Manager 10/6/2023 Joyce Shanahan, City Manager 10/6/2023

RESOLUTION NO. 2023-178

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC, REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM, INCLUDING IMPLEMENTATION, HOSTING AND MAINTENANCE SERVICES; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Tyler Technologies, Inc. (“Tyler”) are parties to an agreement for an enterprise resource system document management program (“ERP”), including implementation, vendor hosting and maintenance services having an effective date of May 23, 2016 (the “Agreement”), and

WHEREAS, Tyler has completed implementation of the accounting, budgeting, utility billing, payroll, human resource management, and parks and recreation modules, and

WHEREAS, Resolution 2021-70, approved by the City Commission on April 6, 2021, authorized an amendment to the Agreement between the City and Tyler for the implementation of the Tyler enterprise resource system modules for building permitting, inspections, licensing, site plan review, and code enforcement, and

WHEREAS, Resolution 2023-107, authorized a change order to the Agreement to include the conversion of the ProjectDox system (including building plans, permitting documents, and site plans) into the Tyler EnerGov system, and

WHEREAS, the current Agreement contains an allowance of 30 community development licenses and 10 permitting and licensing mobile licenses (also known as iG workforce mobile licenses). Through the implementation process, a need has been identified to add an

additional 34 community development licenses, 30 permitting and licensing mobile licenses, and six view-only licenses, and

WHEREAS, the City's professional staff has recommended that the City Commission approve a Change Order to the Agreement to include the additional user licenses for the Tyler EnerGov system (the "Change Order"), a copy of said Change Order is attached hereto and incorporated herein by reference, and

WHEREAS, the cost to be paid by the City associated with the Change Order is an annual fee of \$70,916, a copy of the Quote is attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been appropriated to the credit of the Debt Service Fund (205), and is 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 City Commission hereby approves the Change Order between the City and Tyler Technologies, Inc. to include an additional 34 community development licenses, 30 permitting and licensing mobile licenses, and six view-only licenses, for the Tyler EnerGov system.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute the Change Order and Quote between the City and Tyler Technologies Inc. for

the additional licenses, and to pay the cost thereof as provided herein from the Debt Service Fund (205).

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Quoted By:
Quote Expiration:
Quote Name:

Garth Magness
10/31/23

Sales Quotation For:

City of Ormond Beach
22 S Beach St
Ormond Beach FL 32174-6386
Phone: +1 (386) 677-0311

Tyler SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		\$ 169	34	\$ 68,952
Enterprise Permitting & Licensing View Only Licenses (All Suites)		\$ 29	6	\$ 2,088
Enterprise Permitting & Licensing Extensions				
Enterprise Permitting & Licensing Mobile		\$ 49	30	\$ 17,640
Sub-Total:				\$ 88,680
<u>Less Discount</u>				<u>\$ 17,764</u>
TOTAL		1.00		\$ 70,916

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 70,916
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 70,916
Contract Total	\$ 70,916	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and

Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Ormond Beach (City of) - Internal Change Order: TY-EG-2023-919

Tyler Technologies

Title: Additional Licenses

Contract/PO: 2019-73600

Date: 9/27/2023

Client Project Manager:

Tyler Project Manager: Lenehan, Maureen

PROPOSED CHANGE

Change Description
Addition of User Licenses for the City of Ormond Beach. In an amendment between Tyler Technologies and the City of Ormond Beach (attached) dated April 22, 2021, the City purchased 30 Community Development licenses and 10 iG Workforce Mobile licenses. This change order is to add 34 Community Development licenses, 30 Permitting and Licensing Mobile (iG Workforce Mobile) licenses and 6 View Only licenses. Tyler staff will increase the license key and provide that license key to the City when this order and the attached quote for licenses are both signed. At that time, the City and Tyler staff can coordinate the entry of additional users into Enterprise Permitting and Licensing.

IMPACT OF CHANGE

Schedule	
Task	Overall Shift In Weeks
	0

Cost					
Tasks:	Task Category	Fixed Fee	Billable Hrs.	Non-Billable Hrs.	Rate
Community Development Suite	-	68952			\$
Enterprise Permitting & Licensing View Only Licenses (All Suites)	-	2088			\$
Enterprise Permitting & Licensing Mobile	-	17640			\$
Less Discount	-	-17764			\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$
	-				\$

Est. Billable Effort: 0

Est. Non-Billable Effort: 0

Est. Billable Value: \$0 Est. Non-Billable Value: \$0 Fixed Fee Value: \$70916

Change Total: \$70916



Acceptance

Note: No changes may be made to this project without the agreement of the Project Manager(s) and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Approval Date	Title	Approved By	Signature
	Project Manager	Lenehan, Maureen	
	PMO Manager	Olsen, Jamie	
	Implementation Manager	Patel, Tejas	
	Delivery Director	Ferriero, Ron	
	Senior Director	Henderson, Adam	
	Ormond Beach, FL Mayor	Partington, Bill	
	Ormond Beach, FL City Manager	Shanahan, Joyce	



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Ormond Beach with offices at 22 South Beach Street, Ormond Beach, FL 32174 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 23, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, Exhibit 2, "EnerGov Investment Summary", of the Agreement is hereby replaced with the new EnerGov Investment Summary attached hereto as Exhibit 1.
2. The Interface (Project Dox) Tyler product is hereby removed from the Agreement as of Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such product. Should Client wish to again use such product, Client shall first pay Tyler the then-current license fee(s), as well as fees for any required services, support, or 3rd party products.
3. As of the Amendment Effective Date, Exhibit 10, Sections H ("EnerGov Project Scope) and I ("EnerGov Implementation") are removed from the Agreement and replaced by the new EnerGov Statement of Work attached hereto as Exhibit 2.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES APPEAR ON THE NEXT PAGE



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

Tyler Technologies, Inc.

City of Ormond Beach, FL

By: [Signature]
Name: Robert Kennedy Janson
Title: Director of Contracts
Date: 4/22/21

By: [Signature]
Name: Bill Partington
Title: Mayor
Date: April 6, 2021

By: [Signature]
Name: Joyce A. Shanahan
Title: City Manager
Date: April 6, 2021





Exhibit 1

EnerGov Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Garth Magness
 Date: 6/23/2020
 Quote Expiration: 1/31/2021
 Quote Name: City of Ormond Beach-EnerGov-2020 Shared Services Quote
 Quote Number: 2020-112110
 Quote Description: EnerGov SaaS

Sales Quotation For

City of Ormond Beach
 22 S Beach St
 Ormond Beach, FL 32174-6386
 Phone +1 (386) 677-0311

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Community Development Suite (30 Users)	\$3,715.00	1	\$44,581.00
EnerGov Business Management Suite (Site License)	\$1,277.00	1	\$15,329.00
Tyler GIS (30 users)	\$639.00	1	\$7,667.00
iG Workforce Mobile Apps (10 Users)	\$426.00	1	\$5,106.00
EnerGov Citizen Self Service - Community Development & Business Mgmt. (Site License)	\$1,704.00	1	\$20,445.00
EnerGov Adv. Server Extensions Bundle (Site License)*	\$639.00	1	\$7,667.00
TOTAL:			\$100,795.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Project Management	470	\$185.00	\$86,950.00	\$0.00
EnerGov Implementation Consultant	1015	\$185.00	\$187,775.00	\$0.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Fundamentals Training	40	\$185.00	\$7,400.00	\$0.00
Reporting Services	120	\$250.00	\$30,000.00	\$0.00
Training & Go Live Support	120	\$185.00	\$22,200.00	\$0.00
Data Conversion Services	160	\$250.00	\$40,000.00	\$0.00
NTE Additional Hours	385	\$185.00	\$71,225.00	\$0.00
Travel Expenses (25 Trips) NTE	25	\$2,040.00	\$51,000.00	\$0.00
TOTAL:			\$496,550.00	\$0.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$100,795.00
Total Tyler Services	\$496,550.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$496,550.00	\$100,795.00
Year One Contract Total	\$597,345.00	
Contract Total	\$597,345.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

***EnerGov Adv. Server Extensions Bundle includes: Intelligent Automation Agent, Social IO Extension, EnerGov Open Data Service, EnerGov Decision Engine.**

Methodology Details:

- EnerGov Implementation: Tyler leads and owns the configuration of 30 business transactions, 5 geo-rules, and 5 automation events included in the application. Configuration elements beyond this will be owned by the client.
- Tyler Technologies' EnerGov implementation team will be primarily responsible for the following implementation tasks:
- EnerGov Case Type Setup (and all associated items required to configure)
- Training on how to use EnerGov
- Setup of EnerGov GIS Map
- Setup of EnerGov GIS Live Link
- Setup of CSS GIS Map (as applicable, based on contract)
- Setup of CSS ArcGIS Integration (as applicable, based on contract)
- Setup of CSS Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of iG Workforce licenses (as applicable, based on contract)
- EnerGov Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- EnerGov Case Type Setup (and all associated items required to configure)
- EnerGov System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- EnerGov Report Setup's dynamic custom fields
- EnerGov User/User Role Setup
- EnerGov Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- CSS Experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- The City's EnerGov implementation team will be responsible for the following implementation tasks:
- Work with EnerGov personnel to Assess & Define in-scope transactions, geo-rules, automation events, reports, and integrations
- Provide consumable GIS data to EnerGov
- Complete validation testing of all configured business transactions, geo-rules, and automation events within scope
- Complete validation testing of CSS experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- Complete User Acceptance Testing of all configured business transactions, geo-rules, and automation events within scope
- Complete User Acceptance Testing of CSS experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- Participate in all scheduled EnerGov training
- Assist EnerGov data conversion personnel as necessary



Exhibit 2
EnerGov Statement of Work

As of the Amendment Effective Date, the following EnerGov Statement of Work is added to the Agreement in accord with this Amendment.

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Statement of Work

Tyler Technologies

Prepared for:

City of Ormond Beach, FL

22 South Beach Street, Ormond Beach, FL 32174

Prepared by:

Chuck Newberry

2160 Satellite Blvd., Suite 300, Duluth, GA 30097

Tyler Technologies, Inc.

www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Ormond Beach the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Community Development
EnerGov	Business Management
EnerGov	IG Workforce Apps
EnerGov	Citizen Self Service – Community Development
EnerGov	Citizen Self Service – Business Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.

- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

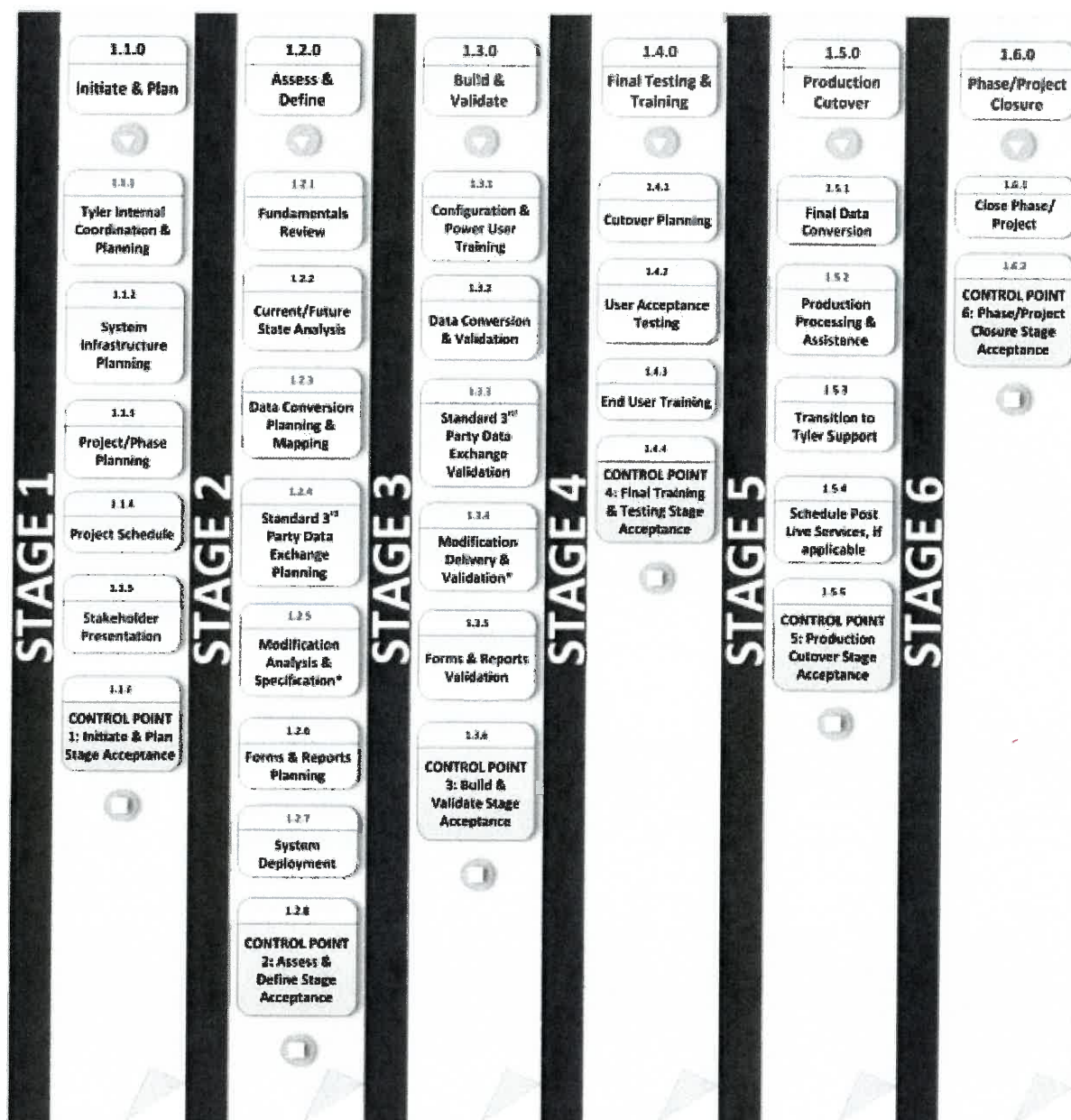
3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning	A	R								I	C	C				I				
Deliver implementation management plan	A	R									C	C	I							

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1		Stakeholder Presentation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities			A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals				I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Fundamentals Review																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R						C	C	I	C			C	
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.7 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I		C							C	I		I			I		

4.3.8 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2		Tyler Internal Coordination & Planning																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server		A		I					R				I						C		
Ensure platform operates as expected		A		I					R				I						C		

4.3.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs
 - Scope: Design solution for Modification
 - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.9.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Configuration & Power User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections			I	C	I							A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	I	C	I		R					I	C	I	C			I		C
			I	C			C					A	C		R			C		
			I	I			I					A	R		C			C		
		A	I	C	I		R					I	C		C				I	

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3		Forms & Reports Validation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training				A	R								I	C		C			I		
Test Standard Forms & Reports				I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Modifications on the City's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I		I					A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions		I									I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5		Production Processing & Assistance																			
		TYLER									CLIENT										
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing				C	C				C		I	I	A	R	R	R	R	R	R	I	I
Provide production assistance				A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5		Schedule Post-Production Services, if applicable																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services				C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS																				
	Tyler Executive Manager								Client Executive Sponsor											
	Tyler Implementation Manager								Client Steering Committee											
	Tyler Project Manager								Client Project Manager											
	Tyler Implementation Consultant								Client Functional Leads											
	Tyler Data Conversion Experts								Client Change Management Leads											
	Tyler Forms & Reports Experts								Client Power Users											
	Tyler Modification Programmers								Client Department Heads											
	Tyler Technical Support								Client End Users											
	Tyler Sales								Client Technical Leads											
									Client Project Toolset Coordinator											
									Client Upgrade Coordinator											
Review outstanding Project activities and develop action plan	A	R	C									C	C	I	C	I		C		
Review Project budget and status of contract Deliverables	A	R								I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler Subject Matter Expert

- Possesses both a broad and deep understanding of the functionality within Tyler software products for his/her functional area(s).
- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations.
- Provides conversion consulting and mapping assistance.
- Follows up on issues identified during sessions.
- Documents activities for on site services.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.
- Performs gap analysis and documents non-contracted Modifications requests.

5.1.8 Tyler Data Conversion Experts

- Validates client data files are in proper format.

- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

5.1.9 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope.
- Reviews requirements for Peripherals and Consumables, if applicable.
- Conducts review of City's form mockup sheets.
- Develops final form designs.
- Configures and installs Forms software and approved Forms.

5.1.10 Tyler Trainer

- Provides product related education.
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.

- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.

- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources

- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

- Estimated Timeline of 12 months

7.1.1 Business Scope (Transactions and Automation)

- Please refer to the Investment summary for hours and scope of the project

7.1.2 "Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

7.1.3 "Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

7.1.4 "Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• Alert	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• Block	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• Block with Override	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• Fee Date	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.

• Filed Mapping	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• Required Action	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• Required Step	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• Zone Mapping	• The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

7.1.5 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

7.1.6 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

7.1.7 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

8 EnerGov Conversion Summary

8.1 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

8.2 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes

- Payment and Fee History

8.3 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

8.4 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-179
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Additional Expenditure - IT Professional Services		
Summary:	This is a request to authorize an additional expenditure for providing Information Technology (IT) contracting services in the amount of \$15,000. This increase would allow continued support to the Planning and Zoning and Public Works Departments during the transition from Central Square (Navline) to the Tyler ERP system. Resolution 2019-123 authorized the execution of contracts with 3 professional firms (Advanced Systems Solutions, Inc, Empire Computing and Consulting Inc, and James Moore Co) for IT contracting services on an as-needed basis. These contracts have subsequently been renewed with authorized purchases not to exceed \$45,000 annually. The total new, not to exceed amount for Advanced Systems Solutions, Inc, Empire Computing and Consulting Inc, and James Moore Co would be \$60,000 for the fiscal year.		
Financial Impact:	Funding of \$45,000 is budgeted within the General Fund - Fund 001. The IT division has sufficient funds within the projected 2023-2024 operating budget to accommodate the \$15,000 increase.		
Citizen Impact:	These services provide the City with professional expertise to assist in various projects on an as-needed basis that meets the goals and objectives to best serve the citizens of Ormond Beach.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the additional expenditure to the existing agreement from \$45,000 to \$60,000 for Advanced Systems Solutions, Inc, Empire Computing and Consulting Inc, and James Moore Co.		

Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031	
Attachments:	1. 23-179 IT as needed increase funding (P23-0170G)	
Approval:	Kelly McGuire, Finance Director	10/2/2023
	Claire Whitley, Assistant City Manager	10/4/2023
	Joyce Shanahan, City Manager	10/5/2023

RESOLUTION NO. 2023-179

A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR INFORMATION TECHNOLOGY SERVICES ON AN AS-NEEDED BASIS FROM ADVANCED SYSTEMS SOLUTIONS, INC., EMPIRE COMPUTING & CONSULTING, INC. AND JAMES MOORE & CO., P.L.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is a party to agreements for information technology services on an as-needed basis with three firms: 1) Advanced Systems Solutions, Inc., 2) Empire Computing & Consulting, Inc., and 3) James Moore & Co., P.L., having a cumulative annual expenditure limit of \$45,000.00, and

WHEREAS, additional funding of \$15,000.00 for FY23-24 is necessary due to the extra work involved in the transition from Central Square/Naviline to the new Tyler ERP system, and

WHEREAS, the City Manager has certified that the money for the additional funding in the amount of \$15,000.00 has been appropriated to the credit of the General Fund (301) and has not been appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves additional funding of \$15,000.00 for FY23-24 for information technology services from: Advanced Systems Solutions, Inc., Empire Computing & Consulting, Inc., and James Moore & Co., P.L., on an as-needed basis,

the cumulative total of which shall not exceed \$60,000.00 for FY23-24, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-180
Strategic Goal:	Governance - Other		
Department:	Police Department - Neighborhood Improvement		
Subject:	Authorize Expenditure		
Summary:	Requesting additional funding for Arbor Permits, LLC to cover the balance of FY 2022-2023. Circumstances dictated the consulting services would be needed longer than anticipated in order to hire and train the new City Arborist. This has caused the monthly consulting fees to exceed the \$25,000 approved by the City Commission. Staff is requesting approval to add \$7,500 to the purchase order to cover the balance of the 2022-2023 fiscal year.		
Financial Impact:	Sufficient estimated funds of \$7,500 to cover the balance of Fiscal Year 2022-2023 are available from the General Fund (001).		
Citizen Impact:	The additional funds will allow for work with the City Arborist to continue consult and provide guidance during this training period.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of \$7,500 additional funding for Arbor Permits, LLC to cover the balance of the fiscal year.		
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500		
Attachments:	1. 23-180 Arbor Permits LLC (P23-0198G) 2. Purchase Order 20230152 - Change Order 3. Purchase Order 20230152 - Original 4. Arbor Permits Invoices from 10-22 thru 8-23		
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/6/2023 Joyce Shanahan, City Manager 10/6/2023		

RESOLUTION NO. 2023-180

A RESOLUTION RATIFYING, AFFIRMING AND
AUTHORIZING EXPENDITURES FOR ARBORIST SERVICES
FROM ARBOR PERMITS, LLC; AND SETTING FORTH AN
EFFECTIVE DATE.

WHEREAS, in April 2022, the City solicited quotes for services to work with the City Arborist to consult and provide guidance, in accordance with Section 2-300, *Code of Ordinances*, and accepted the quote of Arbor Permits, LLC, and issued a Purchase Order for \$25,000 for said services, and

WHEREAS, expenditures for the services have exceeded \$25,000 and additional funding in the amount of \$7,500 was added to the Purchase Order to cover services for the remainder of FY 2022-2023, bringing the total Purchase Order to \$32,500 (copies of the Purchase Orders and current invoices are attached hereto and incorporated herein by reference), and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances*, because the cumulative total for the procurement from one vendor exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that the money for the payment of the services is appropriated in the General Fund (001) for FY 2022-2023, now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the purchase of arborist services from Arbor Permits, LLC in the amount of \$32,500 and the expenditure from the General Fund.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$2,500.00 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods are to be shipped F.O.B. Destination. **The City will pay no freight or expense charges, except by previous agreement.** The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address on the purchase order.



Purchase Order

Fiscal Year 2023

Page: 1 of: 1

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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230152**

Delivery must be made within doors of
specified destination.

V
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JOHN BARKER BOUCK
ARBOR PERMITS LLC
[REDACTED]
Email: JBBOUCK1@GMAIL.COM

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Neighborhood Improvement
170 West Granada Blvd.
Police Station
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
386-801-1353			2300193			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
11/01/2022	2917				POLICE	
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	ENVIRONMENTAL AND ECOLOGICAL SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	Permitting Services, Environmental Commodity Code: 92670		25,000.0	EACH	\$1.00	\$25,000.00
	Permitting Services, Environmental					

F.S. 119.071(4)(d)2.i

VENDOR COPY

Total Ext. Price	\$25,000.00
PO Total	\$25,000.00

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

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COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address on the purchase order.

INVOICE

Arbor Permits, LLC

John Bouck
**DATE**

10/31/22

INVOICE NO

2022-10

INVOICE TO

Ormond Beach Police Dept
 Neighborhood Improvement Division
 City of Ormond Beach
 170 W. Granada Blvd
 Ormond Beach, FL 32174
 (386) 676-3352

Po # 20230152
☐ **PLEASE REMIT VIA DIRECT DEPOSIT**
☐ **THANK YOU**

DAYS WORKED	HOURS	RATE/HR	TOTAL
10/03, 10/04, 10/05	24	\$30	\$720
10/10, 10/12, 10/14	24	\$30	\$720
10/17, 10/18, 10/21	24	\$30	\$720
10/24, 10/25, 10/26	24	\$30	\$720
10/31	08	\$30	\$240

TOTAL \$3120


 Chris Mason 10/31/22
 /Date

INVOICE

Arbor Permits, LLC

John Bouck

DATE

11/30/22

INVOICE NO

2022-11

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

PO# 20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
11/02, 11/04	16	\$30	\$480
11/07, 11/08	16	\$30	\$480
11/14, 11/15, 11/16	24	\$30	\$720
11/21, 11/22	16	\$30	\$480
11/28, 11/29	16	\$30	\$480

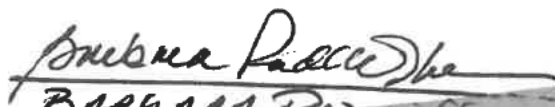
TOTAL \$2640



Chris Mason

12/1/22

/Date


BARBARA RADCLIFFE

12/1/22

INVOICE

Arbor Permits, LLC

John Bouck



DATE

12/31/22

INVOICE NO

2022-12

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O.# 20230152

PLEASE REMIT VIA DIRECT DEPOSIT

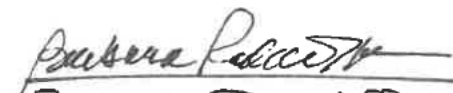
THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
12/06, 12/08, 12/09	24	\$30	\$720
12/12, 12/15, 12/16	24	\$30	\$720
12/19, 12/20, 12/23	24	\$30	\$720
12/30	08	\$30	\$240

TOTAL \$2400


Chris Mason

1/3/23
/Date

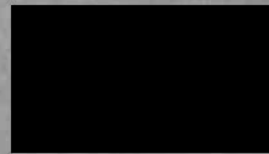

BARBARA RADCLIFFE

1/3/23

INVOICE

Arbor Permits, LLC

John Bouck



DATE

01/31/23

INVOICE NO

2023-01

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O. # 20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
01/03, 01/05	16	\$30	\$480
01/09	08	\$30	\$240
01/17, 01/20	16	\$30	\$480
01/23, 01/24, 01/27	24	\$30	\$720
01/30, 01/31	16	\$30	\$480

TOTAL \$2400


Chris Mason . 1/31/23
/Date

INVOICE

Arbor Permits, LLC

John Bouck

DATE

02/28/23

INVOICE NO

2023-02

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
02/02, 02/03	16	\$30	\$480
02/06, 02/07, 02/08, 02/09, 02/10	40	\$30	\$1200
02/13, 02/15	16	\$30	\$480
02/20, 02/21, 02/22, 02/23	32	\$30	\$960
02/27, 02/28	16	\$30	\$480

TOTAL \$3600


Chris Mason 2/28/23
/Date

INVOICE

Arbor Permits, LLC

John Bouck

DATE

03/31/23

INVOICE NO

2023-03

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O. 20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
03/01, 03/02	16	\$30	\$480
03/06, 03/10	16	\$30	\$480
03/13, 03/17	16	\$30	\$480
03/21, 03/22	16	\$30	\$480
03/27, 03/28, 03/31	24	\$30	\$720

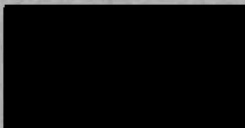
TOTAL \$2640


Chris Mason 3/31/23
/Date

INVOICE

Arbor Permits, LLC

John Bouck



DATE

04/30/23

INVOICE NO

2023-04

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O. # 20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
04/04, 04/06	16	\$30	\$480
04/10	08	\$30	\$240
04/17, 04/19, 04/21	24	\$30	\$720
04/24, 04/28	16	\$30	\$480

TOTAL \$1920


Chris Mason

5/1/23
Date

INVOICE

Arbor Permits, LLC

John Bouck

**DATE**

05/31/23

INVOICE NO

2023-05

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O.# 20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
05/01, 05/05	16	\$30	\$480
05/09, 05/12	16	\$30	\$480
05/15, 05/17, 05/19	24	\$30	\$720
05/22, 05/23, 05/26	24	\$30	\$720
05/30	08	\$30	\$240

TOTAL \$2640


Chris Mason

5/31/23
Date

INVOICE

Arbor Permits, LLC

John Bouck

**DATE**

06/30/23

INVOICE NO

2023-06

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O. #20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
06/02	08	\$30	\$240
06/06, 06/09	16	\$30	\$480
06/12, 06/13, 06/14	24	\$30	\$720
06/19, 06/20, 06/21	24	\$30	\$720
06/26, 06/27, 06/28	24	\$30	\$720

TOTAL \$2880


Chris Mason

6/29/23
/Date

INVOICE

Arbor Permits, LLC

John Bouck

DATE

07/31/23

INVOICE NO

2023-07

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O.#20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
07/05, 07/07	16	\$30	\$480
07/11, 07/14	16	\$30	\$480
07/17, 07/20	16	\$30	\$480
07/25	08	\$30	\$240
07/31	08	\$30	\$240

TOTAL \$1920


Chris Mason
7/31/23
/Date

INVOICE

Arbor Permits, LLC

John Bouck

DATE

08/31/23

INVOICE NO

2023-08

INVOICE TO

Ormond Beach Police Dept
Neighborhood Improvement Division
City of Ormond Beach
170 W. Granada Blvd
Ormond Beach, FL 32174
(386) 676-3352

P.O.#20230152

PLEASE REMIT VIA DIRECT DEPOSIT

THANK YOU

DAYS WORKED	HOURS	RATE/HR	TOTAL
08/03	08	\$30	\$240
08/07, 08/08	16	\$30	\$480
08/17, 08/18	16	\$30	\$480
08/21	08	\$30	\$240
08/30	08	\$30	\$240


Chris Mason
9/28/23
/Date

TOTAL \$ 1680



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-182
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Employee Health Insurance Coverage		
Summary:	This is a request to approve a contract with Florida Health Care Plans (FHCP) to provide employee group medical insurance effective January 1, 2024. Following significant health insurance premium increases in 2016, the City transitioned to a high deductible health care plan (HDHP). Under the direction of the City Commission and with guidance from the City's insurance broker, Brown and Brown Insurance, a strategic health care plan was developed to provide high quality and affordable health care for employees. For the past eight years, the HDHP, paired with a city-funded health savings account, has successfully reduced costs while preserving a high level of care. Annual premium rate increases have averaged less than 4% per year, well below industry standards. For the 2024 plan year, Brown and Brown successfully negotiated with FHCP to secure a renewal with no premium rate increase. In addition to the flat rate renewal, there are no benefit changes or reductions in the plan for 2024. With consideration given to the ever-increasing costs of health care, and the exceptional service provided by FHCP, renewing the current plan will most effectively meet the strategic healthcare goals of providing quality and affordable healthcare to employees. The City will continue to pay the full cost of the HDHP plan for employee-only coverage. Employees may enroll dependents at their own expense.		
Financial Impact:	Based on current enrollment, the City's annual cost is estimated to be \$2,724,428 and is within the FY 2023-2024 budget.		

Citizen Impact:	Providing quality and affordable healthcare for City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends contracting with FHCP, as provided for in the attached renewal documents, effective January 1, 2024.
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202
Attachments:	1. 23- 182 Health Ins Fla Health Care (P23-0195G) 2. Florida Healthcare Plans HDHP Plan Renewal 3. 128_CITY OF ORMOND BEACH RENEWAL PKG 2024 4. LG GRP TI4 5. LG GRP TF4
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/6/2023 Joyce Shanahan, City Manager 10/6/2023

RESOLUTION NO. 2023-182

A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the city, through its agent of record (Brown and Brown Insurance), solicited a proposal in accordance with section 112.08, *Florida Statutes* and section 2-300, *Code of Ordinances* for the provision of employee health/medical benefit services (Proposal), and

WHEREAS, the city's professional staff and its agent of record evaluated the proposals that were received as more particularly described in the City Manager Memorandum dated October 17, 2023 attached hereto (Evaluation), and has recommended the acceptance of a proposal from Florida Health Care Plans for the provision of employee health/medical benefit services as being in the best overall interest of the city (Recommendation), and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Florida Health Care Plans, Inc. for the provision of employee health/medical benefit services based on the HDHP/HSA/POS TI4/TF4 plans are hereby accepted for an effective period of January 1, 2024 through and including December 31, 2024 in accordance with the City Manager Evaluation and Recommendation attached hereto.

SECTION TWO. The mayor and the city manager are hereby authorized and directed to execute a contract between the city and Florida Health Care Plans, Inc., a copy of which is attached hereto and incorporated herein by reference, for the provision of employee health/medical benefit services and to pay the premiums therefore.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Medical & Prescription Drug Coverage

City of Ormond Beach
January 1, 2024 - December 31, 2024

		Current Renewal Revised		
Vendor		Florida HealthCare Plans		
Plan Name		T14/TF4		
Network		Florida HealthCare Plans		
Plan Type		POS - HSA		
Plan Details		Network		
		Single	Family	
Plan Deductible		\$1,600	\$3,200	
Embedded Deductible:		Yes		
Calendar or Policy Year:		Calendar		
Coinsurance:		20%		
Maximum Out-of-Pocket:		\$3,200	\$6,400 (\$3,200 ind.)	
(Includes Deductible, Copay, Rx)		Yes Yes Yes		
Physician Services				
Office Visit:		Deductible + Coinsurance		
Specialist:		Deductible + Coinsurance		
Chiropractic:		Deductible + Coinsurance		
Virtual Visits:		Ded (PCP) / Ded+ \$30 (Specialist)		
Hospital / Emergency Services				
Inpatient Hospital Per Admission:		Deductible + Coinsurance		
Emergency Room:		Deductible + Coinsurance		
Urgent Care:		Deductible + Coinsurance		
Outpatient Surgical Facility:		Deductible + Coinsurance		
Ambulatory Surgery Center:		Deductible + Coinsurance		
Diagnostic Services				
Lab & X-Ray Outpatient:		Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):		Deductible + Coinsurance		
Prescription Drug				
Deductible:		Calendar Year Deductible		
Prescription Tier:		\$3 \$10 \$30 \$55 15% 25%		
Walgreens:		\$15 \$15 \$35 \$60		
Mail Order Prescription (90 Day Supply):		\$6 \$27 \$87 \$162		
Non-Network Plan Details		Non-Network		
Plan Deductible		\$3,000	\$6,000 (\$3,000 ind.)	
Coinsurance:		40%		
Maximum Out-of-Pocket:		\$6,000	\$12,000 (\$6,000 ind.)	
Per Occurrence Deductible (Inpatient/Outpatient):		N/A		
Plan Rates Current Enrollment		Current	Renewal	Revised
Employee:	263	\$718.47	\$754.39	\$718.47
Employee + Spouse:	24	\$1,235.76	\$1,297.55	\$1,235.76
Employee + Child(ren):	14	\$1,235.76	\$1,297.55	\$1,235.76
Family:	27	\$1,436.93	\$1,508.78	\$1,436.93
Estimated Monthly Premiums:	328	\$274,714	\$288,449	\$274,714
Estimated Annual Premiums:		\$3,296,563	\$3,461,382	\$3,296,563
PEPY		\$10,050	\$10,553	\$10,050
Rate Change from Current (%):			5.0%	0.0%
Rate Change from Current (\$):			\$164,819	\$0

Notes:

Rates subject to final enrollment and underwriting

September 26, 2023

Dear Ms. Joyce Shanahan, City Manager,

It is Florida Health Care Plans' continued pleasure to provide health care coverage to **CITY OF ORMOND BEACH**, employees.

FHCP is proud to once again claim top honors in the News-Journal Reader's Choice Award as the "Best HMO Around". This honor reflects our commitment to offer the highest quality medical care and service to our members' at the most affordable price.

FHCP strives to provide the most competitive rates available. Please be advised that the renewal rates for this organization were determined based on the cost factors for the current employee census. If the actual census or employees who participate in FHCP changes significantly, this could have a material impact on rates, either positive or negative. If based on actual enrollment, rates reflect a greater than 10% variance; FHCP reserves the right to make necessary adjustments.

I have attached the following contract documents for your group for this renewal period.

- FHCP Large Group Insurance Contract
- Employer Application
- Group Contract Information Page that provides the plan rates
- Applicable Rider(s)
- Summary of Benefit and Coverage (SBC) Document(s)

Please confirm **CITY OF ORMOND BEACH'S** acceptance of FHCP coverage by:

- 1) **Reviewing and signing** the attached FHCP Large Group Insurance Contract.
- 2) **Completing and signing** the attached Employer Application.
- 3) **Reviewing and signing** the attached Group Contract Information page.

Please return these documents to me **as soon as possible**, along with your member enrollment spreadsheet or applications. You can scan and email the signed contract documents to jen.ferreira@bcbsfl.com.

If you have any questions, please feel free to contact me at 386-615-5076, or **David Miller**, your Account Management Specialist at **386-615-5074**.

Sincerely,

Jen Ferreira, Sales Resource Specialist

Attachments

FLORIDA HEALTH CARE PLAN, INC.
2450 Mason Avenue
Daytona Beach, FL 32114

Group Insurance Contract
(herein called the Contract)

Florida Health Care Plan, Inc., (hereinafter called FHCP), agrees to provide the health care services described under the provisions of the Group Plan as further described in the applicable Certificate of Coverage, Schedule of Benefits, and other applicable documents, to all Covered Employees of the Employer and their Covered Dependents. The provision of services is subject to all of the terms on this page and those that follow, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Group Plan.

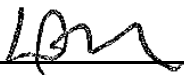
The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

This Group Plan is issued in consideration of the application of the Employer and payment of Premium in advance by the Employer at FHCP's corporate office in Daytona Beach, FL 32114.

This Group Plan is effective on the Group Effective Date shown on the Group Plan Information Page. The first Premium covers the period starting on the Group Effective Date.

The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

FLORIDA HEALTH CARE PLAN, INC.

By:  Date: 09/26/2023
CEO

GROUP / EMPLOYER

By: _____ Date: _____
Authorized Representative

CITY OF ORMOND BEACH Group #: 128 Effective Date: 01/01/2024
Company Name

1. Responsibilities of the Employer

The Employer acknowledges that is eligible for the health care coverage provided under this Group Plan by virtue of being an Employer, as defined in the Florida Statutes and applicable law, at the time this Group Plan is issued. The Employer shall offer to all eligible employees the opportunity to become a Covered Employee under this Group Plan. Such offer shall be made in such a fashion that employees are made aware, and understand, that this Group Plan contains a benefit structure that may require the use of a Primary Care Physician and/or Participating Providers.

The Employer shall pay FHCP the applicable Premium as further described herein. The Employer may require an employee to pay some portion of the Premium. However, the Employer must contribute the same percentage toward the cost of all health benefit plans established and maintained by the Employer.

2. Responsibilities of FHCP

In consideration of the payment of Premium by the Employer, FHCP shall provide coverage for Covered Employees and, if applicable, their Covered Dependents. In doing so, FHCP may enter into agreements with providers of health care, one or more other Group Policies or insurers and such other individuals and entities as may be necessary to enable FHCP to fulfill its obligations under this Group Plan.

FHCP agrees to provide coverage without discrimination because of race, color, national origin, age, disability, religion, or sex or any other basis prohibited by law.

3. Employee Eligibility

Subject to any Eligibility Exceptions noted on the Group Plan Information Page or other applicable documents, an individual becomes eligible for coverage on the date they complete any applicable waiting period established by the Employer, as shown on the Group Plan Information Page or other applicable documents. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

If an eligible person is currently covered under any other Plan issued by FHCP, or any other health benefit plan established and maintained by the Employer, they will not be considered eligible for coverage under this Group Plan.

4. Commencement of Coverage

On the Group Plan Effective Date as shown on the Group Plan Information Page, FHCP agrees to provide the coverage stipulated in this Group Plan, Certificates of Coverage, Schedule of Benefits, and other applicable documents to all Covered Employees and, if applicable, their Covered Dependents, if any. Such coverage begins on the Covered Person's effective date, which will be the first of the month after the receipt and approval of the application by FHCP, unless this Group Plan specifies a date other than the first of the month (See Special Enrollees, Late Enrollees, and Dependent Effective Date provisions of the Certificate of Coverage). FHCP accepts no liability for benefits related to expenses incurred prior to the Covered Person's effective date or after the Covered Person's termination date, which will be on the last day of the coverage month, except as described in the Extension of Benefits provision or as specified in the Terms of Renewal and Termination provisions.

5. Minimum Participation Requirements

Employer must maintain a minimum enrollment agreed upon by FHCP. If these participation requirements are not satisfied, FHCP reserves the right to terminate this Group Plan after giving the Employer forty-five (45) days written notice prior to the Group's anniversary date.

FHCP reserves the right to request evidence of employee and dependent coverage under other plans to verify eligibility and compliance with this Provision.

6. Termination of this Plan by the Employer

The Employer may terminate this Group Plan as of any Premium due date and should give FHCP at least forty-five (45) days prior written notice. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Group Plan.

7. Termination of this Plan by FHCP

FHCP may terminate this Group Plan as of any Premium due date if the Employer has not paid the entire required Premium by the end of the Grace Period as set forth herein. However, if the Employer has given FHCP prior written notice in advance of an earlier date of termination, this Group Plan will terminate as of that earlier date. The Employer is liable to FHCP for any unpaid Premium for the time the Group Plan was in force, or for any amounts otherwise due FHCP.

If the Group's coverage is terminated for any reason set forth in this Group Plan, FHCP will mail the Employer a written notification that this Group Plan has terminated. This notification will disclose the date of termination and the reason(s) for termination. It is the Employer's obligation to immediately notify each Covered Person of any such termination.

8. Terms of Renewal

This Group Plan is a guaranteed renewable Plan. This means the Plan renews each year on the Group Plan Anniversary Date shown on the Group Plan Information Page. FHCP guarantees the Employer the right to renew the Group Plan each year, at the Employer's option, with the exception of non-payment of Premium or loss of eligibility. FHCP will give the Group at least forty-five (45) days advance written notice of our intent to non-renew this Group Plan, if one of the following circumstances has occurred:

- A. The Employer fails to timely pay Premium or contributions in accordance with the terms of this Group Plan;
- B. The Employer fails to comply with material provisions of this Group Plan which relates to rules for contribution or participation;
- C. FHCP ceases offering this Plan to all policyholders;
- D. The Employer and enrollees no longer work or reside in the service area of FHCP or in the area in which FHCP is authorized to do business;
- E. The Employer has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Group Plan;
- F. FHCP is required to by applicable law.

9. Discontinuance of this Plan

FHCP may discontinue offering this particular Group Plan if:

- A. FHCP provides at least ninety (90) days notice to each policyholder and to participants

- and beneficiaries covered under the Plan prior to renewal; and
- B. FHCP offers each policyholder the option to purchase other coverage currently being offered by FHCP.

10. Discontinuance of all Coverage in the GroupMarket

FHCP may discontinue offering all coverage in Florida if:

- A. We provide notice to the Office of Insurance Regulation (hereinafter called Office) and each Employer and enrollee 180 days prior to renewal; and
- B. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

11. PREMIUM.

Employer shall pay FHCP Premium for services rendered in accordance with this Agreement.

- A. **Premium:** means any payments or amounts required by a health contract for coverage, by whatever name called. This includes but is not limited to any monthly subscription fee.
- B. **Premium Due Date**
After the Group Effective Date shown on the Group Plan Information Page, the Premium due date will be the first day of each month.
- C. **Payment of Premium**
The first Premium payment is due on the Effective Date shown on the Plan Information Page. Each following Premium payment is due monthly unless the Employer and FHCP agree on some other method and/or frequency of payment. Premium payments should be sent to FHCP's home office or the billing address provided by FHCP.

12. The Grace Period

This Plan has a 10-day grace period. A grace period means that if any required Premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that Premium due date. During the grace period, the Plan will stay in force. The grace period does not apply to the Premium due on the Effective Date, or if the Employer has given FHCP written notice that the Plan is to be terminated prior to the Premium due date. If the Premium is not paid by the end of the grace period, the Plan may terminate as of the date the payment was due. Any late payment penalties are subject to Department of Insurance approval.

13. Monthly Premium Statement

FHCP will prepare a monthly statement of the Premium due on or before the Premium due date. This monthly statement will also reflect any pro rata Premium charges and credits resulting from changes in the number of Covered Persons and changes in the amounts of coverage that took place in the previous month. If a Covered Person becomes ineligible for coverage under this Group Plan for any reason, the Employer shall, if possible, provide FHCP with prior written notice of such ineligibility. However, in any event, written notice of such ineligibility shall be provided by the Employer to FHCP no later than thirty (30) days after such ineligibility. In the event that notice of termination of a Covered Person, or a decrease in coverage, is received by FHCP more than one month after the termination or decrease, retroactive credit will be limited to premium paid after date of termination or decrease in coverage.

FHCP's billing cycle is as follows:

1. If members are added on or before the 15th of the month, they are billed for the

whole month. If members are added on or after the 16th of the month, they are not billed for that month.

2. If members are canceled on or before the 15th of the month, they will not be billed for that month. If members are canceled on or after the 16th of the month, they are billed for the whole month.

This is called the “wash cycle”. If you have any questions, please call the FHCP Enrollment Department at 386-676-7176 or 1-800-352-9824 ext. 7176 during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

[This provision is subject to FHCP billing policies, protocols, and procedures which may change from time to time.]

14. Simplified Accounting

Premium adjustments will be made on the monthly Premium statement date that is the same as or next follows the date:

- A. A person becomes covered;
- B. The amount of coverage on a Covered Person changes, but not due to a revision of the coverage plan; or
- C. A person ceases to be covered.

15. Changes in Premium

No change in Premium rates will be made for the first twelve (12) months that this Group Plan is in effect. A change in Premium rates will not be made more often than once in a twelve

(12) month period. FHCP will give the Employer written notice of any changes in Premium rates at least thirty (30) days prior to the Group’s renewal date.

16. Incorrect Premium Payment

Any Premium adjustment made due to the correction of an error in the Premium payment will be made without interest on the next Premium due date after the facts are made known to FHCP.

17. Entire Plan

The entire agreement is made up of this document, the Employer’s application for coverage, Certificate of Coverage, Schedule of Benefits, and any amendments, riders, or certificates attached hereto along with the applications for all Covered Employees and their covered dependents, or any other documents mutually agreeable by both FHCP and Employer to be incorporated herein. All statements made by the Employer or by a Covered Employee are considered to be representations, not warranties. This means that the statements are considered to have been made in good faith. No such statement will void this Plan, reduce the benefits it provides, or be used in defense to a claim for coverage unless it is contained in a written application and a copy is furnished to the person making such statement.

18. Time Limits for Certain Defenses

After two years from the effective date of this Plan, no misstatement made by the Employer, except a fraudulent misstatement made in the Employer’s application for this Plan, may be used to

void this Plan. After two years from a Covered Person's effective date, no misstatement made by the Covered Person, except a fraudulent misstatement on his or her application, may be used to deny a claim for any benefit which begins after the end of the two- year period from the Covered Person's effective date.

19. Employer as FHCP's Agent for Limited Purposes

The Employer is considered to be an agent of FHCP only for the following purposes:

- A. Collecting employee enrollment information;
- B. Collecting any required employee contribution; and
- C. Giving out Certificates of Coverage or other coverage information to the Covered Employees.

20. Administration

The Employer must provide FHCP with the information it needs to administer this Group Plan and to compute the Premium due. Failure of the Employer to provide this information will not void or continue a Covered Person's coverage. FHCP has the right to examine the Employer's records on any issues necessary for the proper administration of this Group Plan at any reasonable time while this Group Plan is in force.

21. Financial Responsibilities of the Employer

FHCP reserves the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Recovery efforts will relate to benefit payments made for services or supplies rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination by the Employer. The Employer shall cooperate with and support such recovery efforts.

In the event that the Employer does not comply with the notice requirements set forth in the Premium Statement section, the Employer shall be solely liable to FHCP to the extent of any payment made on behalf of such individual for services or supplies rendered subsequent to the date notice of a Covered Person's termination was due.

22. Certificates of Coverage

FHCP will issue Certificates of Coverage for each Covered Employee. The certificate will describe the benefits provided and the limitations of this Group Plan. Nothing in the certificate will change or void the terms of this Group Plan.

The Employer agrees that, if requested by FHCP, the Employer will distribute to Covered Persons, the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Covered Persons.

23. Changes to this Group Plan

FHCP may change this Group Plan from time to time as required by applicable state and federal laws and subject to Office approval. No change to this Group Plan will be effective unless made by an amendment or rider that has been signed by an officer of FHCP. No agent may change this Group Plan or waive any of its provisions.

If FHCP increase the cost share for any benefit or delete, amend or limit any of the benefits to

which a Covered Person is entitled to under this plan, We will give the Group forty-five (45) days written notice prior to renewal. The Group will not be notified if benefits are increased or if the Group requests any changes, deletions or limitations.

24. Misstatements

If information about a Covered Person is misstated, FHCP may adjust the Premium to correctly reflect the true information. If the misstatement affects the amount of the Covered Person's coverage, the true information may be used to determine the correct amount of coverage.

25. Worker's Compensation

This Plan does not affect or take the place of Workers' Compensation.

26. Assignment

Neither this Plan, nor the benefits provided under this Plan, may be assigned except as otherwise specifically described in this Plan.

27. Certificate of Coverage Provisions made part of this GroupPlan

The remainder of the Group Plan consists of the provisions shown in the Certificate of Coverage issued to Covered Employees under this Group Plan. These provisions are made a part of the Group Plan. Amendments, if any, changing the provisions of the Certificate of Coverage are also made a part of the Group Plan.

28. Service Area

The Service Area shall consist of the counties in which FHCP is authorized and licensed to do business.

29. Blue Cross Blue Shield Association

Subscriber, or Group Subscriber on behalf of itself and its participants hereby expressly acknowledges its understanding this policy/Agreement constitutes a contract solely between Subscriber and Florida Health Care Plans, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Florida Health Care Plans to use the Blue Cross and/or Blue Shield Service Mark[s] in Florida and that Florida Health Care Plans is not contracting as the agent of the Association. Subscriber, or Group Subscriber on behalf of itself and its participants further acknowledges and agrees that it has not entered into this policy/Agreement based upon representations by any person other than Florida Health Care Plans and that no person, entity, or organization other than Florida Health Care Plans shall be held accountable or liable to Subscriber, or Group Subscriber for any of Florida Health Care Plans obligations to Subscriber, or Group Subscriber created under this policy/Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Florida Health Care Plans other than those obligations created under other provisions of this agreement.

30. Retroactive Enrollment Activity

Requests for retroactive enrollment activity shall be submitted in writing to FHCP's Enrollment Department and shall include an explanation for the retroactive request. Such requests are only granted in FHCP's sole discretion. Parties acknowledge that granting of requests may be subject to certain reporting requirements under state or federal guidelines. FHCP reserves the right, in its sole discretion, to process reversal of any claims payments made during the retroactive termination period. Parties acknowledge that individual members may be billed for reversed claims.

EMPLOYER APPLICATION

PLEASE FORWARD COMPLETED APPLICATION TO:
FLORIDA HEALTH CARE PLANS, ATTN.: MARKETING DEPARTMENT, 1340 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117
IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 386-676-7110 or 1-800-232-0578.

I. GROUP INFORMATION: (PLEASE PRINT)

Application and all necessary requirements must be received by the 15th of the month prior to effective date.

LEGAL GROUP NAME CITY OF ORMOND BEACH

"DOING BUSINESS AS" (DBA), IF DIFFERENT GROUP NO(S) 128 / D12800

STREET ADDRESS 22 SOUTH BEACH STREET

CITY/STATE/ZIP ORMOND BEACH, FL 32174 PHONE # 386-676-3324

MAILING ADDRESS PO BOX 277

(IF DIFFERENT FROM ABOVE)

CITY/STATE/ZIP ORMOND BEACH, FL 32174 EMAIL Claire.Whitley@ormondbeach.org

GROUP CONTACT PERSON Claire Whitley TITLE EMPLOYEE RELATIONS ASST. FAX # 386-676-3329

FEDERAL TAX ID# 59-6000398 NATURE OF BUSINESS MUNICIPALITY SIC# 9199 EXCLUSIVE: ☒ Yes ☐ No

IF NO, OTHER CARRIER AND # OF EMPLOYEES ENROLLED

WORKER'S COMP CARRIER

CURRENT CARRIER FLORIDA HEALTH CARE PLANS EFFECTIVE DATE 01/01/2023 TERM DATE 12/31/2023

PRIOR CARRIER EFFECTIVE DATE TERM DATE

II(a). EMPLOYMENT DATA:

Number of employees choosing:

HMO Coverage

POS Coverage

Triple Option Coverage

Waive Coverage

Total number of eligible employees:

Number of employees:

Employed part-time

Serving new hire period

Residing out-of-area

Retired

Eligible for Cobra

II(b). ELIGIBILITY RULES:

A. Employee must work 35 or more hours per week to be eligible.

B. Retirees Covered: ☒ Yes ☐ No

C. Eligibility Waiting Period: 1ST of month following 30/0 days of eligible employment.

D. Have you employed 20 or more employees for 20 weeks or more during the last calendar year? ☒ Yes ☐ No

III. COVERAGE SELECTION FOR ALL ELIGIBLE EMPLOYEES:

EFFECTIVE DATE 01 / 01 / 2024 (mm/dd/yyyy)

EMPLOYER CONTRIBUTION TO FHCP: (MINIMUM 50% REQUIRED) SINGLE 100 % DEPENDENT 0 %

LARGE GROUP: (51+ employees)

50% Participation Required

SMALL GROUP: (1-50 employees)

70% Participation Required

PLAN CODE(S)

HMO

POS

Triple Option

HDHP HSA POS TI4 / TF4

APPLICABLE RIDERS

☐ Dental

☐ Vision

☒ Pharmacy

☒ Wellness (Gym)

☒ WFW 04/01/2013

☐ Other

SMALL GROUP COMPLETE

☐ One Life ☐ 2-50

☐ I reviewed state mandated plans available to small groups, I elect to choose other coverage for my business.

☐ Domestic Partnership Coverage

☒ COBRA Administration (Available to groups with 20+ employees)

IV. AGENT INFORMATION:

AGENT NAME (please print) LINDSEY MCCLAMMY E-mail Address: lmcclammy@bbdaytona.com

STATE OF FLORIDA LICENSE NO. P211837

EMPLOYER/AGENCY (if commissions are paid to entity) BROWN & BROWN

ADDRESS 300 NORTH BEACH STREET

CITY / STATE / ZIP DAYTONA BEACH, FL 32114

PHONE # 386-252-9601 FAX #

SIGNATURE DATE

V. EMPLOYER CERTIFICATION:

The Employer named above hereby applies for Employer Group Health Benefit Plan membership in FHCP on behalf of its eligible members and their eligible dependents who elect to enroll in FHCP. If accepted, this Employer Enrollment Form, Employee Enrollment Forms, the executed FHCP Employer Group Health Benefit Plan Contract, and Certificates of Coverage for the selected benefit plan, constitute the entire Contract between the Group and FHCP. The Employer agrees to pay any and all monthly subscription fees associated with the coverage chosen for their employees. The Employer is a group employer and eligible for coverage under the applicable section of the Florida Statutes and approved by the Department of Financial Services. I certify that I have read the statements on this form or that they have been read to me, and that all the information was provided by me and is true and complete to the best of my knowledge. I understand that any material misrepresentation or material omission contained herein may be used to reduce or deny a claim or service or void the contract; I understand that no agent can modify this application, waive the answers to any questions, or suggest or complete the answers thereto. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Company Name: CITY OF ORMOND BEACH

Authorized Person's Name: Joyce Shanahan Title: CITY MANAGER

Authorized Person's Signature: Date:

FOR FHCP USE ONLY:

MARKETING

Commissions: ☐ Yes ☐ No

Approved: Date:

ENROLLMENT

Group No: Check No:

Plan Codes: Approved By:

Rider Codes: Date:

Amount Received:

CONTRACT INFORMATION PAGE

Employer Name: CITY OF ORMOND BEACH Group Number(s): 128
Group Plan(s): HDHP-HSA and POS

Group Effective Date: 01/01/1997

Contract Anniversary Date: 01/01/2024 - 12/31/2024

Eligibility Exceptions: SEE BELOW

of Eligible Employees

Applicable Options:

- ☐ Vision Rider
☐ Dental Rider
☒ Pharmacy Rider \$3/10/30/55
☒ COBRA Coverage
☒ WFW effective 4/1/2013 Co-pay \$0
☐ Wellness Services Rider effective
☒ Preferred Fitness Gym Rider 10/1/2011
☐ Religious/Moral Contraception
Objection

Waiting Period: First of the month following 30 days of eligible employment. **Directors:** Eligible First of the month following date of hire. **Terminate:** Last day of billing cycle.

Rate Schedule

Group Plan	HDHP-HSA POS TI4	HDHP-HSA POS TF4	
Rx & Rx Code	\$3/10/30/55 DED RX (G7)	\$3/10/30/55 DED RX (G7)	
Single	\$718.47	N/A	
SP w/ any # Children	N/A	\$1,235.76	
Couple	N/A	\$1,235.76	
Family	N/A	\$1,436.93	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees o Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 

David Schandel
CEO
Florida Health Care Plan, Inc.

Jenevieve Ferreira

Witness

Date: 09/26/2023

BY: _____
Name : Joyce Shanahan
Title: City Manager
Group Name: City of Ormond Beach

Witness

Date: _____

POINT OF SERVICE RIDER

Florida Health Care Plans Group HMO Contract is hereby amended and supplemented by the terms and conditions of this Rider.

Nothing contained in this Rider will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, exclusions or limitations of the Contract to which this Rider is attached, other than as specifically stated herein.

Additionally, this Rider in no way extends benefits beyond what has been stated in the HMO Contract (Certificate of Coverage, Schedule of Benefits and Coverage and Summary of Benefits and Coverage) in terms of specific service limits or benefit maximums. This Rider does not create any duplication of coverage or coordination of benefits contained in the FHCP Plan or any other Riders you may elect.

Please read this Rider carefully and keep it with your FHCP Plan Contract.

HOW THE POINT OF SERVICE RIDER WORKS...

PLAN DESIGN

This rider is designed to complement FHCP's existing HMO benefit plans. FHCP members are still members of our HMO, and are encouraged to utilize their HMO network for lowest out of pocket costs, however they have the added benefit of choosing to have their medical care rendered, at the point of service, by an HMO provider or a non-participating provider. With this rider, the plan is open access in that the member may self-refer to any provider.

OUT-OF-POCKET EXPENSE

A major feature of the POS rider is that the amount of the member's out-of-pocket expense (cost sharing) is determined by the member's choice of provider at the point of service. Members choosing HMO providers will be responsible for the lowest cost sharing amounts. Members choosing out-of-network providers will pay higher cost sharing in the form of higher deductibles and co-insurance and will also be at risk for non-participating providers fees that are in excess of allowable charges, commonly referred to as Balance Billing. Fees that are in excess of allowable charges are not a covered benefit and therefore do not apply to your deductible or annual out-of-pocket expense limit. These amounts can add up to considerable costs to members.

This Rider gives you options as described below:

In-Network

You can self-refer to any provider listed in FHCP's HMO Participating Provider Network. When you go directly to one of these participating providers without a referral you will be responsible for cost sharing as noted in the Schedule of Benefits and Coverage (SOB) or Summary of Benefits and Coverage (SBC).

Out-of-Network

You can self-refer to any provider outside of FHCP's HMO provider listing without a referral. When you choose a physician, provider or hospital outside the network, you pay a portion of your medical expenses through a separate deductible and coinsurance. Certain benefit limitations apply. You will also be responsible for the portion of nonparticipating provider/hospital fees that are in excess of FHCP's allowable charges (balance billing). These charges can be significant. We recommend whenever possible that you check with out-of-network providers to determine fees in advance.

This Rider provides **separate** deductibles between HMO and Out-of-Network benefits. Before FHCP will begin paying for Covered Services, a Member must satisfy the applicable Calendar or Benefit Year Deductible, which is set forth in the SOB and SBC.

PRIOR AUTHORIZATION

While this is an open access plan, certain services must have prior authorization. Prior Authorization requests require medical necessity and must be made PRIOR to you receiving any services. Services rendered without prior authorization will not be covered. You or your requesting physician may contact Florida Health Care Plans Referral/Prior Authorization Department by calling (386) 238-3230 or 1-800-729-8349 for instructions.

Prior Authorization is required for services rendered by certain types of Specialists, certain tests, services, and for certain injections and infusion therapy drugs administered in the physician's office. For a list of drugs requiring prior authorization please refer to FHCP's website at www.fhcp.com

The following are examples of health services that require prior authorization and are subject to change:

- Inpatient Hospital Services
- Outpatient Surgical Procedure (Ambulatory Surgery Center/Hospital/Provider's Office)
- Residential/Rehabilitation Facility
- Skilled Nursing Facility
- Home Health Care
- Advanced Imaging (MRI, MRA, PET, CT and Nuclear Med)
- Genetic Testing
- Radiation Therapy
- Prosthetics and Medical Brace Device
- Cardiac Rehabilitation Therapy
- Chemotherapy
- Infusion Therapy
- Accidental Dental
- Dental Anesthesia
- Reconstructive Surgery
- Transplants, including Bone Marrow Transplants
- Treatment for Temporomandibular Joint Disorders
- Congenital Anomaly, including Cleft Lip/Palate
- Durable Medical Equipment
- Hyperbaric Oxygen Therapy
- Wound Vac
- Nutrition and Formulas

Should you be unable to keep a scheduled appointment with a Non-Participating Provider, you must cancel the appointment within twenty-four (24) hours of the scheduled time. If you fail to notify the provider within this time frame, sometimes referred to as a "no call - no show," 100% of the cost of the service will be your responsibility.

DEFINITIONS...

Please refer to your Certificate of Coverage for specific definitions and a full description of covered benefits, exclusions, and limitations.

CLAIMS PROCEDURES...

Under this Rider, network providers will generally file claims for you.

If you go to a provider who does not participate, you may be asked to pay for health care services first, and file claims yourself for reimbursement from FHCP. In order to file a claim, submit a copy of the bill and receipt to Florida Health Care Plans at P.O. Box 10348, Daytona Beach, FL 32120-0348.

Only those expenses related to covered benefits which are submitted as a claim to FHCP will be credited toward the Deductible or the Member's Annual Out-of-Pocket Expense Limit.

Reimbursement for Network Provider Services: FHCP will pay the Provider directly for all care received. The Member will not have to submit a claim for payment. Whenever HMO network services are utilized and FHCP's authorization procedure is followed HMO cost sharing will apply. This is a significant cost savings to you.

In the event the Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider while inside or outside the Service Area; or, if FHCP authorizes a referral of the Member to a Non-Participating Provider, and the Member is required to pay the Non-Participating Provider directly for such services, the Member will be reimbursed for the allowed cost of the services less any applicable HMO co-payments for each date of service.

In the event a Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider, call the FHCP Medical Claims Department at (386) 615-5010 to report the emergency as soon as medically possible. Before leaving the hospital or provider's office, obtain a copy of any dictation or sign a medical release form to give legal permission to release the records to the FHCP Medical Claims Department upon their request. Bring or send all claims, bills and medical records to the FHCP Medical Claims Department at 475 S Nova Rd, Ormond Beach, FL 32174, or mail the information to FHCP Medical Claims Department, P.O. Box 10348, Daytona Beach, Florida 32120-0348. For additional information, please refer to the Claims Review section of the Certificate of Coverage.

Medical Payment Guidelines for Non-Participating Provider Care: Whenever utilizing Non-Participating Providers for other than an Emergency Medical Condition, Out-of-Network benefits, deductibles and coinsurance and fees that exceed allowable charges will apply. FHCP's payment for services covered by this Rider will be determined according to the FHCP allowance guidelines (usual and customary rate – UCR) in effect at the time the service was rendered. These guidelines apply to Covered Services only and are not in addition to all of the other provisions, limitations and exclusions contained in the Contract and this Rider. Utilization of services rendered by non-participating providers and/or facilities may result in the member being responsible for significant balance billing in addition to their out-of-network deductible and coinsurance.

INFORMATION LINES

Please contact FHCP Central Referral Department at 386-238-3230 or 1-800-729-8349 for information on obtaining prior authorization. For benefit information and verification of coverage please contact FHCP Member Services Department at 386-615-4022 or 1-877-615-4022.

EXCLUSIONS AND LIMITATIONS...

All services covered under this Rider must be Medically Necessary as defined in your Certificate of Coverage (COC). The benefit exclusions and limitations specified in the COC, SOB and SBC are also applicable to the benefits specified in this Point of Service Rider. Additionally, the following services are not covered or are limited under this Rider:

1. Emergency Services and Care administered by any provider for an Emergency Medical Condition will be covered under the HMO Provider Network. In order for care to be covered, FHCP must be notified as described in the Emergency Services and Care section of the Certificate of Coverage. If notification is not provided as specified in the Certificate of Coverage, services for an Emergency Medical Condition may be payable under the Rider if the service or supply is a covered service as specified in the Certificate of Coverage and not specifically excluded herein.
2. Hearing examinations for hearing aids are available only under the HMO Provider Network and are not an out-of-network benefit.
3. Telehealth services are available only under the HMO Provider Network and are not an out-of-network benefit.
4. Vision examinations are available only under the HMO Provider Network, if vision rider is purchased, and are not an out-of-network benefit.
5. Dental services are available only under the HMO Provider Network, if dental rider is purchased, and are not an out-of-network benefit.
6. The maximum number of days/visits for a Skilled Nursing Facility, Residential or Rehabilitation Facility in any calendar year is a combined number of days/visits provided under BOTH your HMO (in-network) and this POS (out-of-network) benefits.

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Point of Service Rider for the Member and his or her Covered Dependents.



PREFERRED FITNESS CERTIFICATE

This Preferred Fitness Certificate is designed to complement your FHCP benefit plan and provide fitness center access and other services to further members' wellness which include:

Fitness Center (Gym) access for eligible members:

Covered members will have access to FHCP contracted fitness centers in our service areas. Please refer to the FHCP Certificate of Coverage for a listing of our service areas.

- FHCP members have access to all contracted fitness centers.
- FHCP members may visit as many contracted fitness centers as they would like and are not restricted on the number of facilities they may join or the number of times they may visit.
- FHCP members must provide their FHCP insurance card to check in and register at contracted facilities.
- FHCP members must abide by all rules and policies of the contracted fitness centers.
- Please check with the specific fitness center for the ages accepted at the fitness facility.
- A list of contracted fitness centers can be found on our website at fhcp.com, or you can contact FHCP's Member Services Department at the contact information below.

Member Portal including Welcome to Wellness:

Members are offered online health information through the Member Portal that includes a large variety of general health and wellness topics. Included are:

- Online Personal Health assessment
- Interactive tools
- Preventive care information
- Quizzes
- Online access to programs and information
- A comprehensive library of health-related topics in English and Spanish

If you have any questions or would like additional information, please contact the Florida Health Care Plans Member Services Department at:

386.615.4022 • 1.877.615.4022
www.fhcp.com



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**Florida
Health Care
Plans**

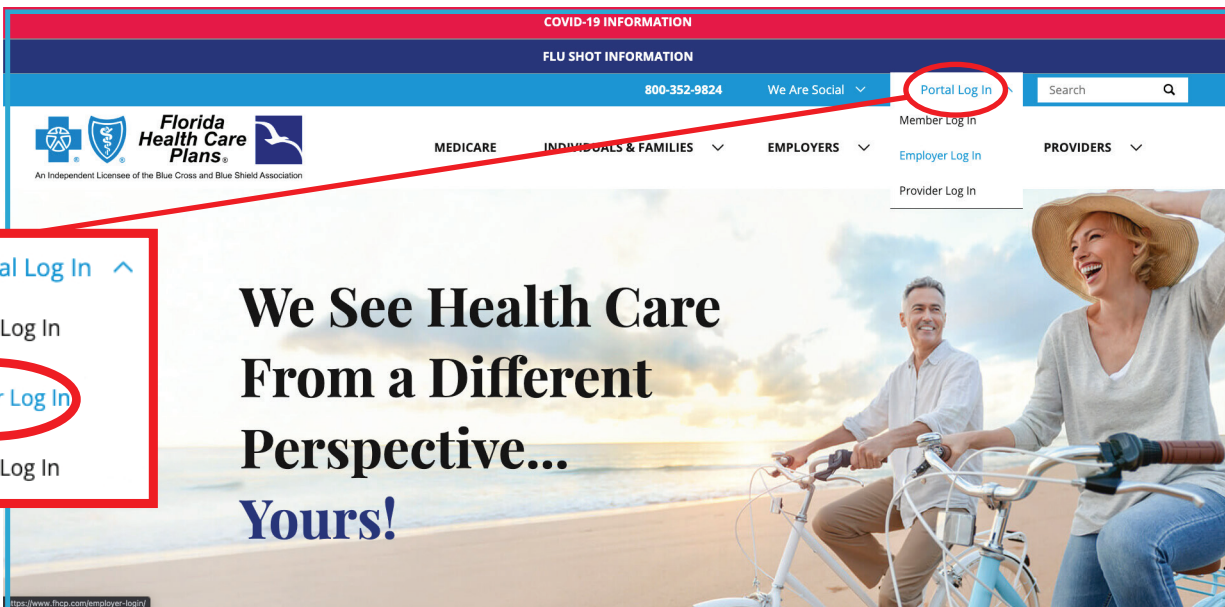


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FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

1

VISIT FHCP.COM AND CLICK THE "PORTAL LOG IN" BUTTON ON THE TOP, THEN CHOOSE "EMPLOYER LOG IN" FROM THE DROP DOWN MENU.



OR YOU CAN LOOK FOR THIS BUTTON UNDER **EMPLOYERS**:

Portal Log In

2

Employer Group Log In

* Indicates Required Field

Username* Password*

[FORGOT PASSWORD](#) | [FORGOT USERNAME](#)

[Trouble Logging In?](#) | [Help](#) | [Email Customer Service](#) | Call 1-877-814-9909

IMPORTANT NOTE: If you are a new employer, your portal account will be unavailable until 48 hours after enrollment completion with FHCP. If you require assistance with logging into your portal account, please contact technical support at 1-877-814-9909.

NEXT, YOU WILL COME TO THIS PAGE. BE SURE TO CLICK "**NEW GROUP REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL EMPLOYERS WILL NEED TO CREATE AN ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR GROUP TAX ID NUMBER TO REGISTER FOR YOUR ACCOUNT.
ONCE YOU FOLLOW THE STEPS, FHCP WILL CONFIRM YOUR REGISTRATION.
YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

- USE ONLY SUPPORTED BROWSERS
(UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION



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FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

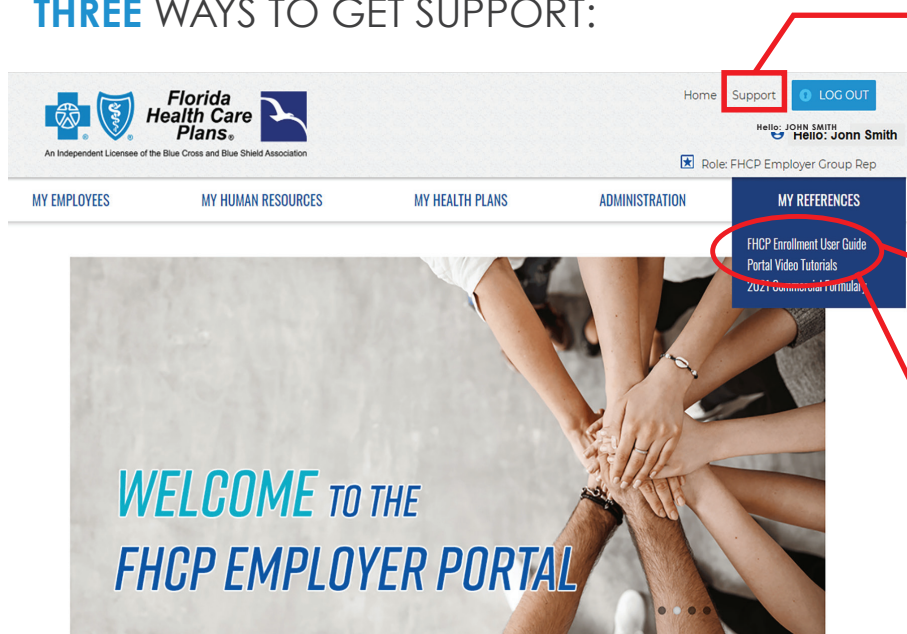
3

FEATURES AVAILABLE IN THE EMPLOYER PORTAL

- SELECT AN EMPLOYEE AND VIEW THEIR DEMOGRAPHICS
- VERIFY BENEFITS AND ELIGIBILITY COVERAGE AND DEDUCTIBLE AND OUT-OF-POCKET ACCUMULATORS FOR AN EMPLOYEE AND/OR DEPENDENTS
- REQUEST REPLACEMENT OR TEMPORARY ID CARDS FOR EMPLOYEE AND/OR DEPENDENTS
- VIEW/ACCESS BENEFIT DOCUMENTS FOR SELECTED EMPLOYEE
- SUBMIT ELECTRONIC "CHANGE ENROLLMENT" TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC "TERMINATE ENROLLMENT" TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC "INITIAL ENROLLMENT (ADD)" TRANSACTIONS TO FHCP
- REQUEST/VIEW/DOWNLOAD AN EMPLOYEE ROSTER REPORT

THREE WAYS TO GET SUPPORT:

4



1- CLICK **SUPPORT** TO FIND IMPORTANT FHCP PHONE NUMBERS

2- **ACCESS** THE ENROLLMENT USER GUIDE FOR INSTRUCTIONS ON EACH FUNCTION

3- **ACCESS** VIDEO TUTORIALS FOR INSTRUCTIONS ON EACH FUNCTION

PLEASE NOTE: After you have registered for the portal, you will be sent a confirmation email informing you of available resources and how to register for training. **FHCP Strongly recommends** that you attend training before submitting enrollment changes.

Large Group HDHP POS (HSA Compatible) Health Benefit Single Plan TI4



Schedule of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Medical Benefits Deductible (DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	\$1,600 per person	\$3,000 per person
Prescription Drug Benefits Deductible (DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	Integrated with Medical	Not Covered
Coinsurance (Coinsurance is the percentage the member pays for services)	20% of Allowed Amount	40% of Allowed Amount
Out-of-Pocket Maximum (OOPM ³) (PBP ²) (OOPM includes DED, Coinsurance, Copayments and Prescription Drugs)	\$3,200 per person	\$6,000 per person
Office Services		
Physician Office Services (per visit) Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Maternity (Office Cost Share for initial visit only. Delivery charges are separate) Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Allergy Injections (per visit) Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Medical Pharmacy: Medications administered by a health care provider in an office or outpatient setting. Includes chemotherapy, infusions, dialysis, therapeutic injections and other medications ordered and administered by a provider. Prior authorization is required. Preferred Medications Non-Preferred Medications	Deductible + 15% Deductible + 25%	Deductible + 40% Deductible + 40%
Important: The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the Office Services and/or Outpatient Facility Cost Share. Medical Pharmacy does not include immunizations, allergy injections or Services covered through the prescription drug program. Please refer to your Certificate of Coverage for a description of Medical Pharmacy.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, Blood Work and Immunizations	\$0	Deductible + 40%
Mammogram Screening	\$0	Deductible + 40%
Bone Density / Osteoporosis Screening	\$0	Deductible + 40%
Colonoscopy (Routine for age 45+)	\$0	Deductible + 40%
Emergency Medical Care		
Urgent Care Centers (per visit)	Deductible + 20%	In-Network Deductible + 20%
Hospital Emergency Room or Stand-Alone Emergency Facility Services (per visit)	Deductible + 20%	In-Network Deductible + 20%
Ambulance Services	Deductible + 20%	In-Network Deductible + 20%

¹ DED = Deductible

² PBP = Per Benefit Period

Note: Out-of-Network services may be subject to balance billing.

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**Large Group HDHP POS (HSA Compatible)
Health Benefit Single Plan TI4**

Schedule of Benefits for Covered Services		Amount Member Pays
		In-Network Out-of-Network
Outpatient Diagnostic and Therapeutic Services - services with an asterisk * require prior authorization. Charges are per visit/test.		
Independent Diagnostic Facility/Provider's Office Allergy Testing X-rays and Ultrasounds Diagnostic Services (except AIS) *Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20% Deductible + 20% Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40% Deductible + 40% Deductible + 40%
*Therapeutic Services - <i>Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, hyperbaric oxygen therapy and radiation oncology.</i>	Deductible + 25%	Deductible + 40%
Independent Clinical Lab (diagnostic testing of blood and specimens)	Deductible + 20%	Deductible + 40%
Outpatient Hospital Facility Services (per visit) Lab Services X-rays and Ultrasounds Diagnostic Services (except AIS) *Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20% Deductible + 20% Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40% Deductible + 40% Deductible + 40%
*Therapeutic Services - <i>Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, hyperbaric oxygen therapy and radiation oncology.</i>	Deductible + 25%	Deductible + 40%
Important: Diagnostic or therapeutic services rendered in physician offices, testing centers or other outpatient locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims. Therapeutic services will incur separate charges for the facility service, physician fee and medical pharmacy. FHCP's Provider Directories and online Provider Search application provides information regarding which provider offices are actually hospital outpatient departments. Members should contact FHCP's cost estimation center to determine if having the diagnostic test or service performed in a hospital or hospital owned facility will result in higher cost sharing.		
Delivery / Hospital / Surgical - *all services require prior authorization		
*Ambulatory Surgical Center Facility (ASC)	Deductible + 20%	Deductible + 40%
*Birthing Center	Deductible + 20%	Deductible + 40%
*Outpatient Hospital Facility Services (per visit)	Deductible + 20%	Deductible + 40%
*Inpatient Hospital Facility (per admit)	Deductible + 20%	Deductible + 40%
Mental Health / Substance Dependency - services with an asterisk * require prior authorization		
Outpatient Office Visit Primary Care Specialist Group Therapy	Deductible + 20% Deductible + 20% Deductible	Deductible + 40% Deductible + 40% Deductible + 40%
*Inpatient Hospital Facility (per admit)	Deductible + 20%	Deductible + 40%
*Partial Hospitalization	Deductible + 20%	Deductible + 40%
*Outpatient Facility Service (per day)	Deductible + 20%	Deductible + 40%
*Residential/Rehabilitation Facility (per day)	Deductible + 20%	Deductible + 40%
Other Provider Services		
Provider Services at ER	Deductible + 20%	In-Network Deductible + 20%
Provider Services at Hospital/Birthing Center Inpatient Outpatient	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Provider Services at an Ambulatory Surgical Center (ASC)	Deductible + 20%	Deductible + 40%
Provider Services at Locations other than Office, Hospital and ER Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%

**Large Group HDHP POS (HSA Compatible)
Health Benefit Single Plan TI4**



Schedule of Benefits for Covered Services

Amount Member Pays
In-Network Out-of-Network

Other Special Services - services with an asterisk * require prior authorization		
Combined Limit for Outpatient Occupational, Physical and Speech Therapy (per visit)	Deductible + 20%	Deductible + 40%
*Combined Limit for Outpatient Cardiac and Pulmonary Rehabilitation Therapy (per visit)	Deductible + 20%	Deductible + 40%
Chiropractic Care (per visit)	Deductible + 20%	Deductible + 40%
*Durable Medical Equipment Motorized Wheelchair All Other	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
*Prosthetics and Medical Brace Device	Deductible + 20%	Deductible + 40%
*Home Health Care (per visit)	Deductible + 20%	Deductible + 40%
*Skilled Nursing Facility (per day)	Deductible + 20%	Deductible + 40%
Hospice (per visit)	Deductible + 20%	Deductible + 40%
*Enteral Formulas	Deductible + 20%	Deductible + 40%
Telehealth Services General Medicine visit rendered by a designated Telehealth Services Provider Mental Health/Behavioral Health visit rendered by a designated Telehealth Services Provider	Deductible Deductible + 20%	Not Covered Not Covered
Diabetes Care Management		
Diabetes Outpatient Self-Management Education	\$0	Not Covered
Glucometer (2 per year)	\$0	Not Covered
50 Test Strips (per box)	\$10 Copay	Not Covered
Lancets (per box)	\$4 Copay	Not Covered

***Prior Authorization is Required:** There are certain medical services, supplies and medications for which **members are required to obtain Prior Authorization** before receiving. If you don't obtain prior authorization from FHCP, you will have to **pay the entire cost** of the service, supply or medication. Before receiving a service, supply or medication you should visit www.fhcp.com or call toll-free 1-877-615-4022 to see if prior authorization is required.

Benefit Maximums – Combined Limit In-Network and Out-of-Network	
Home Health Care	60 Visits PBP
OT, PT, ST Outpatient Rehabilitation Therapy	20 Visits PBP
Cardiac and Pulmonary Therapy	20 Visits PBP
Chiropractic Care	20 Visits PBP
Skilled Nursing/Rehabilitation Facility	20 Days PBP
Behavioral Health Residential Facility	20 Days PBP

**Large Group HDHP POS (HSA Compatible)
Health Benefit Single Plan TI4**

Schedule of Benefits for Covered Services

Amount Member Pays

Prescription Drug Program			
Pharmacy Network: A Preferred Retail pharmacy is an FHCP owned and operated pharmacy. A Non-Preferred Retail Pharmacy is a participating network pharmacy that is listed in FHCP's Pharmacy Directory and is not owned and operated by FHCP. Members must use a Preferred FHCP pharmacy or a Non-Preferred Retail pharmacy to have a prescription filled or the member will have to pay the full cost of the drug (except in certain situations such as emergencies). Mail Order is only available through FHCP Mail Order Pharmacy. Members should log into their member account at www.fhcp.com and click Find a Pharmacy to locate a Network Provider pharmacy.			
	Retail Network Pharmacies (1 month supply)		Mail Order (3 month supply)
	Preferred - FHCP	Non-Preferred	FHCP Only
Generic Drugs			
Preventive (e.g., oral contraceptives)	\$0	Not Covered	\$0
Preferred Generic	Deductible + \$3 Copay	Deductible + \$15 Copay	Deductible + \$6 Copay
Non-Preferred Generic	Deductible + \$10 Copay	Deductible + \$15 Copay	Deductible + \$27 Copay
Preferred Brand Drugs	Deductible + \$30 Copay	Deductible + \$35 Copay	Deductible + \$87 Copay
Non-Preferred Brand Drugs	Deductible + \$55 Copay	Deductible + \$60 Copay	Deductible + \$162 Copay
Specialty Drugs (Prior authorization is required)			
Preferred Specialty	Deductible + 15% Coinsurance	Not Covered	Not Covered
Non-Preferred Specialty	Deductible + 25% Coinsurance	Not Covered	Not Covered
If a Brand Name Prescription Drug is requested when there is a Generic Prescription Drug available, the member will be responsible for paying the Usual and Customary cash price for that prescription.			
FHCP Pharmacy benefit provides coverage for Generic contraceptive medications or supplies (e.g., oral contraceptives, emergency contraceptive, and diaphragms) at no cost when obtained from a pharmacy owned and operated by FHCP. FHCP's Pharmacy Benefit also covers certain preventive medications at no cost in accordance with the United States Preventative Task Force (USPSTF) Affordable Care Act A and B recommendations as long as all criteria are met and the medication is obtained from a FHCP owned and operated pharmacy.			

Schedule of Benefits for Covered Services

Amount Member Pays

Network Provider Out-of-Network Provider

Pediatric Vision		
Network Provider Services: The services listed below must be received from a Network Provider or the member will have to pay the full cost of the service (except in certain situations such as emergencies). Members should log onto www.fhcp.com and click Find a Provider/Facility to locate a Network Provider near them.		
Eyeglass Exam (1x per year)	Not Covered	Not Covered
Eyeglasses (includes frames & lenses - single vision, bifocal, trifocal or lenticular)	Not Covered	Not Covered
Contact Lenses Exam (1x per year) <i>(Instead of eyeglass exam)</i>	Not Covered	Not Covered
Contact Lenses (2 boxes, 1x per year) <i>(Instead of eyeglasses)</i>	Not Covered	Not Covered
Note: Anything over the allowance will not count toward your out-of-pocket maximum limitation.		
Pediatric Dental		
Preventive, Basic and Major Services	Not Covered	

Large Group HDHP POS (HSA Compatible) Health Benefit Single Plan TI4



Additional Benefits and Features

- To find out more about their benefits and/or treatment options, members are encouraged to call the Member Services Department at 1-877-615-4022. This can help them save time and money.
- For a list of network providers, please visit <https://www.fhcp.com/our-provider-network> or call 1 (877) 615-4022 to request a printed provider directory.
- Members have online access to view their health benefit plan information as well as self-service tools through the Member Portal at www.fhcp.com.

This is not an insurance contract or Benefit Booklet. This Benefit Schedule is only a partial description of the many benefits and services provided or authorized by Florida Health Care Plans. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Health Care Plans Certificate of Coverage; its terms prevail.

Large Group HDHP POS (HSA Compatible) Health Benefit Family Plan TF4



Schedule of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Medical Benefits Deductible (EM DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	\$3,200 per person \$3,200 per family ¹	\$3,200 per person \$6,400 per family ¹
Prescription Drug Benefits Deductible (EM DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	Integrated with Medical	Not Covered
Coinsurance (Coinsurance is the percentage the member pays for services)	20% of Allowed Amount	40% of Allowed Amount
Out-of-Pocket Maximum (EM OOPM ³) (PBP ²) (OOPM includes DED, Coinsurance, Copayments and Prescription Drugs)	\$3,200 per person \$6,400 per family ³	\$6,000 per person \$12,000 per family ³
Office Services		
Physician Office Services (per visit) Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Maternity (Office Cost Share for initial visit only. Delivery charges are separate) Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Allergy Injections (per visit) Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Medical Pharmacy: Medications administered by a health care provider in an office or outpatient setting. Includes chemotherapy, infusions, dialysis, therapeutic injections and other medications ordered and administered by a provider. Prior authorization is required. Preferred Medications Non-Preferred Medications	Deductible + 15% Deductible + 25%	Deductible + 40% Deductible + 40%
Important: The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the Office Services and/or Outpatient Facility Cost Share. Medical Pharmacy does not include immunizations, allergy injections or Services covered through the prescription drug program. Please refer to your Certificate of Coverage for a description of Medical Pharmacy.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, Blood Work and Immunizations	\$0	Deductible + 40%
Mammogram Screening	\$0	Deductible + 40%
Bone Density / Osteoporosis Screening	\$0	Deductible + 40%
Colonoscopy (Routine for age 45+)	\$0	Deductible + 40%
Emergency Medical Care		
Urgent Care Centers (per visit)	Deductible + 20%	In-Network Deductible + 20%
Hospital Emergency Room or Stand-Alone Emergency Facility Services (per visit)	Deductible + 20%	In-Network Deductible + 20%
Ambulance Services	Deductible + 20%	In-Network Deductible + 20%

¹ EM DED = Deductible is Embedded: A covered member's family deductible costs are capped at the individual deductible amount on the family plan.

² PBP = Per Benefit Period

³ EM OOPM = Out-of-Pocket Maximum is Embedded: A covered family member's out-of-pocket costs are capped at the individual out-of-pocket maximum amount on the family plan.

Note: Out-of-Network services may be subject to balance billing.

Florida Health Care Plans is an Independent Licensee of the Blue Cross and Blue Shield Association.

**Large Group HDHP POS (HSA Compatible)
Health Benefit Family Plan TF4**

Schedule of Benefits for Covered Services		Amount Member Pays
		In-Network Out-of-Network
Outpatient Diagnostic and Therapeutic Services - services with an asterisk * require prior authorization. Charges are per visit/test.		
Independent Diagnostic Facility/Provider's Office Allergy Testing X-rays and Ultrasounds Diagnostic Services (except AIS) *Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20% Deductible + 20% Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40% Deductible + 40% Deductible + 40%
*Therapeutic Services - Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, hyperbaric oxygen therapy and radiation oncology.	Deductible + 25%	Deductible + 40%
Independent Clinical Lab (diagnostic testing of blood and specimens)	Deductible + 20%	Deductible + 40%
Outpatient Hospital Facility Services (per visit) Lab Services X-rays and Ultrasounds Diagnostic Services (except AIS) *Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20% Deductible + 20% Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40% Deductible + 40% Deductible + 40%
*Therapeutic Services - Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, hyperbaric oxygen therapy and radiation oncology.	Deductible + 25%	Deductible + 40%
Important: Diagnostic or therapeutic services rendered in physician offices, testing centers or other outpatient locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims. Therapeutic services will incur separate charges for the facility service, physician fee and medical pharmacy. FHCP's Provider Directories and online Provider Search application provides information regarding which provider offices are actually hospital outpatient departments. Members should contact FHCP's cost estimation center to determine if having the diagnostic test or service performed in a hospital or hospital owned facility will result in higher cost sharing.		
Delivery / Hospital / Surgical - *all services require prior authorization		
*Ambulatory Surgical Center Facility (ASC)	Deductible + 20%	Deductible + 40%
*Birthing Center	Deductible + 20%	Deductible + 40%
*Outpatient Hospital Facility Services (per visit)	Deductible + 20%	Deductible + 40%
*Inpatient Hospital Facility (per admit)	Deductible + 20%	Deductible + 40%
Mental Health / Substance Dependency - services with an asterisk * require prior authorization		
Outpatient Office Visit Primary Care Specialist Group Therapy	Deductible + 20% Deductible + 20% Deductible	Deductible + 40% Deductible + 40% Deductible + 40%
*Inpatient Hospital Facility (per admit)	Deductible + 20%	Deductible + 40%
*Partial Hospitalization	Deductible + 20%	Deductible + 40%
*Outpatient Facility Service (per day)	Deductible + 20%	Deductible + 40%
*Residential/Rehabilitation Facility (per day)	Deductible + 20%	Deductible + 40%
Other Provider Services		
Provider Services at ER	Deductible + 20%	In-Network Deductible + 20%
Provider Services at Hospital/Birthing Center Inpatient Outpatient	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Provider Services at an Ambulatory Surgical Center (ASC)	Deductible + 20%	Deductible + 40%
Provider Services at Locations other than Office, Hospital and ER Primary Care Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%

**Large Group HDHP POS (HSA Compatible)
Health Benefit Family Plan TF4**



Schedule of Benefits for Covered Services

Amount Member Pays
In-Network Out-of-Network

Other Special Services - services with an asterisk * require prior authorization		
Combined Limit for Outpatient Occupational, Physical and Speech Therapy (per visit)	Deductible + 20%	Deductible + 40%
*Combined Limit for Outpatient Cardiac and Pulmonary Rehabilitation Therapy (per visit)	Deductible + 20%	Deductible + 40%
Chiropractic Care (per visit)	Deductible + 20%	Deductible + 40%
*Durable Medical Equipment Motorized Wheelchair All Other	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
*Prosthetics and Medical Brace Device	Deductible + 20%	Deductible + 40%
*Home Health Care (per visit)	Deductible + 20%	Deductible + 40%
*Skilled Nursing Facility (per day)	Deductible + 20%	Deductible + 40%
Hospice (per visit)	Deductible + 20%	Deductible + 40%
*Enteral Formulas	Deductible + 20%	Deductible + 40%
Telehealth Services General Medicine visit rendered by a designated Telehealth Services Provider Mental Health/Behavioral Health visit rendered by a designated Telehealth Services Provider	Deductible Deductible + 20%	Not Covered Not Covered
Diabetes Care Management		
Diabetes Outpatient Self-Management Education	\$0	Not Covered
Glucometer (2 per year)	\$0	Not Covered
50 Test Strips (per box)	\$10 Copay	Not Covered
Lancets (per box)	\$4 Copay	Not Covered

***Prior Authorization is Required:** There are certain medical services, supplies and medications for which **members are required to obtain Prior Authorization** before receiving. If you don't obtain prior authorization from FHCP, you will have to **pay the entire cost** of the service, supply or medication. Before receiving a service, supply or medication you should visit www.fhcp.com or call toll-free 1-877-615-4022 to see if prior authorization is required.

Benefit Maximums – Combined Limit In-Network and Out-of-Network	
Home Health Care	60 Visits PBP
OT, PT, ST Outpatient Rehabilitation Therapy	20 Visits PBP
Cardiac and Pulmonary Therapy	20 Visits PBP
Chiropractic Care	20 Visits PBP
Skilled Nursing/Rehabilitation Facility	20 Days PBP
Behavioral Health Residential Facility	20 Days PBP

**Large Group HDHP POS (HSA Compatible)
Health Benefit Family Plan TF4**

Schedule of Benefits for Covered Services

Amount Member Pays

Prescription Drug Program			
Pharmacy Network: A Preferred Retail pharmacy is an FHCP owned and operated pharmacy. A Non-Preferred Retail Pharmacy is a participating network pharmacy that is listed in FHCP's Pharmacy Directory and is not owned and operated by FHCP. Members must use a Preferred FHCP pharmacy or a Non-Preferred Retail pharmacy to have a prescription filled or the member will have to pay the full cost of the drug (except in certain situations such as emergencies). Mail Order is only available through FHCP Mail Order Pharmacy. Members should log into their member account at www.fhcp.com and click Find a Pharmacy to locate a Network Provider pharmacy.			
	Retail Network Pharmacies (1 month supply)		Mail Order (3 month supply)
	Preferred - FHCP	Non-Preferred	FHCP Only
Generic Drugs			
Preventive (e.g., oral contraceptives)	\$0	Not Covered	\$0
Preferred Generic	Deductible + \$3 Copay	Deductible + \$15 Copay	Deductible + \$6 Copay
Non-Preferred Generic	Deductible + \$10 Copay	Deductible + \$15 Copay	Deductible + \$27 Copay
Preferred Brand Drugs	Deductible + \$30 Copay	Deductible + \$35 Copay	Deductible + \$87 Copay
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If a Brand Name Prescription Drug is requested when there is a Generic Prescription Drug available, the member will be responsible for paying the Usual and Customary cash price for that prescription.			
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Schedule of Benefits for Covered Services

Amount Member Pays

Network Provider Out-of-Network Provider

Pediatric Vision		
Network Provider Services: The services listed below must be received from a Network Provider or the member will have to pay the full cost of the service (except in certain situations such as emergencies). Members should log onto www.fhcp.com and click Find a Provider/Facility to locate a Network Provider near them.		
Eyeglass Exam (1x per year)	Not Covered	Not Covered
Eyeglasses (includes frames & lenses - single vision, bifocal, trifocal or lenticular)	Not Covered	Not Covered
Contact Lenses Exam (1x per year) <i>(Instead of eyeglass exam)</i>	Not Covered	Not Covered
Contact Lenses (2 boxes, 1x per year) <i>(Instead of eyeglasses)</i>	Not Covered	Not Covered
Note: Anything over the allowance will not count toward your out-of-pocket maximum limitation.		
Pediatric Dental		
Preventive, Basic and Major Services	Not Covered	

Large Group HDHP POS (HSA Compatible) Health Benefit Family Plan TF4



Additional Benefits and Features

- To find out more about their benefits and/or treatment options, members are encouraged to call the Member Services Department at 1-877-615-4022. This can help them save time and money.
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This is not an insurance contract or Benefit Booklet. This Benefit Schedule is only a partial description of the many benefits and services provided or authorized by Florida Health Care Plans. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Health Care Plans Certificate of Coverage; its terms prevail.



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-183
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Health Savings Account Funding		
Summary:	This is a request to approve funding of employee Health Savings Accounts (HSA) for the 2024 plan year. After receiving significant premium increases for the 2015-2016 health insurance plan year renewal, the City transitioned from a traditional health maintenance organization (HMO) medical plan to a high deductible healthcare plan (HDHP) with Florida Healthcare (FHC). The HDHP, implemented in January 2016, includes a \$1,600 individual deductible, a \$1,350 increase from the previous \$250 HMO plan deductible. Based on the City Commission's recommendation and approval, the City established Health Savings Accounts (HSA) for eligible employees enrolled in the HDHP and funded those accounts annually with \$1,350 to assist employees in meeting the higher health insurance deductible. Beginning in 2018, the City Commission added a wellness component to the HSA funding program by offering an additional \$450 per eligible employee in HSA funding that can be earned through participation in a variety of optional wellness incentives. The City Commission has continued its support of the initial funding amount and optional wellness incentives each year, for a total of \$1,800 in available HSA funds per eligible employee. Providing HSA funding for employees enrolled in the HDHP ensures access to quality and affordable healthcare, and offers opportunities for health and wellness incentives that positively influence employee's health. To date, the City has experienced great success with its wellness incentives by providing tools for employees to proactively monitor and resolve health-related issues, minimize larger claims, and avoid negative health impacts.		

Financial Impact:	Based on projected participation rates, annual City cost is estimated to be \$500,000 and is within the FY 2023-24 budget.
Citizen Impact:	The City's goal of offering quality and affordable healthcare to its employees supports a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of HSA funding in the amount of \$1,350, with an additional \$450 in optional wellness incentives, for a total of up to \$1,800 per eligible employee.
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202
Attachments:	1. 23-183 Health Savings Acct (P23-0196G)
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

RESOLUTION NO. 2023-183

A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE
HEALTH SAVINGS ACCOUNTS FOR THE 2024 PLAN YEAR;
AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in January 2024, the City of Ormond Beach will renew its high deductible healthcare plan for eligible employees where the individual deductible is \$1,600.00, and

WHEREAS, in an effort to assist those employees in meeting the higher deductible, the City established Health Savings Accounts for eligible employees and desires to fund those accounts with \$1,350.00, and

WHEREAS, the City also desires to offer optional wellness incentives for employees who wish to earn an additional \$450.00, and

WHEREAS, the City Manager has certified that funding for the Health Savings Account in the amount of \$500,000.00 has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby authorizes funding Health Savings Accounts for eligible employees in the amount of \$1,350.00, the continuation of optional wellness incentives at \$450.00, all totaling \$500,000.00 which is within the FY2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.Q

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-184
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Employee Dental Insurance Coverage		
Summary:	This is a request to approve a contract with Standard Insurance Company (Standard) to provide dental insurance coverage effective January 1, 2024. The City currently provides dental coverage through Standard to employees on a noncontributory basis. Employees electing family coverage pay the increased cost to cover dependents. During the 2023 renewal negotiations, the current carrier, Standard, proposed a rate guarantee for two consecutive plan years, resulting in no increase to premium rates for the upcoming plan year. Standard has a long history of superior customer service, is competitively priced, and offers the additional benefit of continuity of coverage for employees and dependents.		
Financial Impact:	Based on current enrollment, the City's annual cost is estimated to be \$160,861 and is within the Fiscal Year 2023-2024 budget.		
Citizen Impact:	Providing a quality benefits package to City employees contributes to a fair and competitive work environment and in turn enables the City to recruit and retain staff for successful delivery of services to its residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to continue the contract for an additional year with Standard, at the current rates, to provide dental insurance effective January 1, 2024.		
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202		
Attachments:	1. 23-184 Employee Dental-Standard (P23-0201G)		

	2. Standard Dental Plan Renewal 3. Standard Dental Benefit Summaries
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

RESOLUTION NO. 2023-184

A RESOLUTION ACCEPTING A PROPOSAL FROM THE STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee dental insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by The Standard Insurance Company for the provision of employee dental insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of The Standard Insurance Company for the provision of employee dental insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and The Standard Insurance Company for the provision of employee dental insurance benefits services, and to pay the premiums therefore from the FY 2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Dental Coverage
City of Ormond Beach
January 1, 2024 - December 31, 2024

Vendor

Network:
Plan Name:

Plan Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):
Deductible (Family Maximum):
Deductible Waived for Preventive:
Calendar or Policy Year Maximum:
Orthodontic Lifetime Maximum:
Included Adult Ortho:

Dental Services

Routine Exam & Cleaning:
Fluoride Treatment:
X-Ray (Bitewings):
X-Ray (Full Mouth):
Sealants:
Fillings:
Oral Surgery (Simple):
Oral Surgery (Complex):
Root Canal Therapy:
Periodontal Scaling:
Periodontal Surgery:
Crowns:
Bridges:
Dentures:
Implants:

Non-Network Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):
Deductible (Family Maximum):
Deductible Waived for Preventive:
Calendar Year Maximum:
Percent of UCR:

Waiting Periods:
Late Entrant Penalties:

Allows Annual Open Enrollment:
Included Rollover:

Employer Contribution:
Participation Requirement:
Rate Guarantee:

Plan Rates | Current Enrollment

Employee:
Family:
Total:

Estimated Monthly Premiums:

Estimated Annual Premiums:
PEPY

Notes:

Current

The Standard

Ameritas
PPO

Network

Single Family

100% | 80% | 80% | 50%
\$50 \$150
Yes
\$1,500
\$1,000
No

Benefit Level Frequency

Preventative 2 per year
Preventative 2 per yr, 13 & under
Preventative 1 per year
Preventative 1 per 3 years
Preventative 16 & under
Basic
Basic
Basic
Basic
Major
Major 1 per 5 years
Major 1 per 5 years
Major 1 per 5 years
Major 1 per 5 years

Non-Network

100% | 80% | 80% | 50%
\$50 \$150
Yes
\$1,500
90th

None
12 Months

(except exams, cleanings, flouride)

Yes
Yes

100% of EE Rate*
83%
1 Yr Remaining (01/01/2023 - 12/31/2024)

Current

\$41.12
\$116.55

\$26,274

\$315,289
\$756

*Retirees are 100% Voluntary

Group Dental Insurance

Help protect your oral health with regular dental exams and procedures.

This summary of benefits and coverage shows how you and The Standard would share the cost for covered dental care services.

NOTE: This is only a summary; for detailed information on coverage, please consult your certificate of coverage.

Plan 1: Dental Plan Summary

Effective Date: 1/1/2023

Plan Benefit	
Type 1 (Preventive)	100%
Type 2 (Basic)	80%
Type 3 (Major)	80%
Waiting Period	None
Deductible	\$50/Calendar Year Type 2 & 3
	Waived Type 1
	\$150/family
Maximum (per person)	\$1,500 per calendar year
Allowance	90% usual and customary
Max Builder SM	Included
Annual Open Enrollment	None

Orthodontia Summary - Child Only Coverage

Allowance	Usual and customary
Plan Benefit	50%
Lifetime Maximum (per person)	\$1,000
Waiting Period	None

Sample Procedure Listing (Current Dental Terminology © American Dental Association.)

Type 1	Type 2	Type 3
- Routine Exam (2 per benefit period) - Bitewing X-rays (1 per benefit period) - Full Mouth/Panoramic X-rays (1 in 3 years) - Periapical X-rays - Cleaning (2 per benefit period) - Fluoride for Children 13 and under (2 per benefit period) - Sealants (age 16 and under)	- Space Maintainers - Fillings for Cavities - Restorative Composites - Crown Repair - Endodontics (nonsurgical) - Endodontics (surgical) - Periodontics (nonsurgical) - Denture Repair - Simple Extractions - Complex Extractions - Anesthesia	- Onlays - Crowns (1 in 5 years per tooth) - Periodontics (surgical) - Implants - Prosthodontics (fixed bridge; removable complete/partial dentures) (1 in 5 years)

Monthly Rates	
Employee Only (EE)	\$41.12
EE + Family	\$116.55

Max BuilderSM

This dental plan includes a valuable feature that allows plan participants to carry over part of their unused annual maximum. A participant must submit at least one claim during the benefit year while staying at or under the plan-specific threshold amount. Earns an extra reward, called the PPO Bonus, by seeing a Network Provider. Employees and their covered dependents may accumulate rewards up to the stated maximum carry-over amount, then use those rewards for any covered dental procedures subject to applicable coinsurance and plan provisions. If a plan participant doesn't submit a dental claim during a benefit year, all accumulated rewards will be lost; but he or she can begin earning rewards again the very next year.

Benefit Threshold	\$750	Dental benefits received for the year cannot exceed this amount
Annual Carryover Amount	\$250	Max Builder amount is added to the following year's maximum
Annual PPO Bonus	\$150	Additional bonus is earned if the participant sees a network provider
Maximum Carryover	\$1,000	Maximum possible accumulation for Max Builder and PPO Bonus combined

Dental Network Information

Employees and dependents have access to an extensive nationwide network of member dentists. The cost-saving benefits of visiting a network member provider are automatically available to all employees and dependents who are covered by any of The Standard's dental plans and who live in areas where the nationwide network is available. To find member dentists in your area, visit <http://www.standard.com/services> and click on "Find a Dentist."

Your provider network is Classic Network.

Pretreatment

While we don't require a pretreatment authorization form for any procedure, we recommend them for any dental work you consider expensive. As a smart consumer, it's best for you to know your share of the cost up front. Simply ask your dentist to submit the information for a pretreatment estimate to our customer relations department. We'll inform both you and your dentist of the exact amount your insurance will cover and the amount that you will be responsible for. That way, there won't be any surprises once the work has been completed.

Submitting a claim

Your policy requires all claims be received by The Standard within 90 days of the date of service. You may submit a claim, or your Dentist can file your claim on your behalf and you can assign payment to your Dentist. If the 90 day deadline is missed, you will be responsible for covering the cost of the service. *Requirements for claims submission vary by state, please consult your group certificate for details.

Prior Extraction Limitation

Your policy has a prior extraction limitation, also known as the "missing tooth clause". This means that if you had a tooth extracted prior to enrolling in your plan with The Standard, we may or may not pay for any benefits towards replacing that tooth. Please review your policy or contact Customer Service for details.

Late Entrant Provision

We strongly encourage you to sign up for coverage when you are initially eligible. If you choose not to sign up during this initial enrollment period, you will become a late entrant. Late entrants will be eligible for only exams, cleanings, and fluoride applications for the first 12 months they are covered.



Section 125

This plan is provided as part of the Policyholder's Section 125 Plan. Each employee has the option under the Section 125 Plan of participating or not participating in this plan. If an employee does not elect to participate when initially eligible, he/she may elect to participate at the Policyholder's next Annual Election Period.

Customer Service

Customer service is available to plan participants through our well-trained and helpful service representatives. Call or go online to locate the nearest network provider, view plan benefit information and more.

Call Center: 800.547.9515

- Service representative hours:
 - 5 a.m. to 10 p.m. Pacific Monday through Thursday
 - 5 a.m. to 4:30 p.m. Pacific Friday
- Interactive Voice Response available 24/7

View plan benefit information at:

www.standard.com/services.

About The Standard

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at **www.standard.com**.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

This form is a benefit highlight, not a certificate of insurance. This policy has exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or terminated. Please contact The Standard or your employer for additional information, including costs and complete details of coverage.



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.R

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-185
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Employee Vision Insurance Coverage		
Summary:	This is a request to approve a contract with Standard Insurance Company (Standard) to provide vision insurance coverage effective January 1, 2024. The City currently provides vision coverage to employees on a non-contributory basis. Employees electing family coverage pay the increased costs to cover dependents. Based on the competitive premium rate, enhanced benefits, and high quality of service the City experienced working with Standard, the City's vision coverage was moved to Standard Insurance for the 2019 plan year, with minimal to no premium increases each year thereafter. During the 2023 renewal negotiations, the current carrier, Standard, proposed a rate guarantee for two consecutive plan years, resulting in no increase to premium rates for the upcoming plan year. Standard has a long history of superior customer service, is competitively priced, and offers the additional benefit of continuity of coverage for employees and dependents.		
Financial Impact:	Based on current enrollment, the City's annual cost is estimated to be \$17,369 and is within the Fiscal Year 2023-2024 budget.		
Citizen Impact:	Providing a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.		
Recommended Action (Staff, Advisory Board)	Staff recommends approval to continue the contract for an additional year with Standard, at the current rates, to provide vision insurance		

and/or Other):	effective January 1, 2024.	
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202	
Attachments:	1. 23-185 Employee Vision-Standard Ins (P23-0202G) 2. Standard Vision Plan Renewal 3. Standard Vision Benefit Summaries	
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023	

RESOLUTION NO. 2023-185

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee vision insurance benefits (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee vision insurance benefits at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee vision insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and Standard Insurance Company for the provision of employee vision insurance benefits services, and to pay the premiums therefore from the FY 2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Vision Coverage
City of Ormond Beach
January 1, 2024 - December 31, 2024

Current		
Vendor	The Standard	
Network	VSP Choice + Affiliates	
Plan Name	Balanced Care Vision 1	
Copays	Network	
Exam:	\$10	
Materials:	\$25	
Contact Fitting & Follow-up:	up to \$60	
Frequencies		
Exams:	12 Months	
Lenses:	12 Months	
Frames:	24 Months	
Contacts:	12 Months	
Allowances		
Frames:	\$105	
Contact (Elective):	up to \$105	
Contact (Medically Necessary):	Covered in Full	
Non-Network Allowances	Non-Network	
Exam:	up to \$45	
Single Vision:	up to \$30	
Bifocal:	up to \$50	
Trifocal:	up to \$65	
Frames:	up to \$105	
Contact (Elective):	up to \$105	
Contact (Medically Necessary):	up to \$210	
Employer Contribution:	100% of EE Rate*	
Participation Requirement:	60%	
Rate Guarantee:	1 Yr Remaining (01/01/2023 - 12/31/2024)	
Plan Rates Current Enrollment	Current	
Employee:	281	\$4.44
Family:	115	\$13.20
Total:	396	
Estimated Monthly Premiums:	\$2,766	
Estimated Annual Premiums:	\$33,188	
PEPY	\$84	

Notes: *Retirees are 100% voluntary

Group Vision Insurance

Help protect your eye health with coverage for exams, glasses and contacts.

This summary of benefits and coverage shows how you and The Standard would share the cost for covered vision care services.
NOTE: This is only a summary; for detailed information on coverage, please consult your certificate of coverage.

Plan 1: Balanced Care Vision I Plan Summary

Effective Date: 1/1/2023

	VSP Choice Network + Affiliates	Out of Network
Deductibles		
	\$10 Exam	\$10 Exam
	\$25 Eye Glass Lenses or Frames*	\$25 Eye Glass Lenses or Frames
Annual Eye Exam	Covered in full	Up to \$45
Lenses (per pair)		
Single Vision	Covered in full	Up to \$30
Bifocal	Covered in full	Up to \$50
Trifocal	Covered in full	Up to \$65
Lenticular	Covered in full	Up to \$100
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams	Participant cost up to \$60	Not covered
Elective	Up to \$105	Up to \$105
Medically Necessary	Covered in full	Up to \$210
Frame Allowance	Up to \$105**	Up to \$105
Frequencies (months)		
Exam/Lens/Frame	12/12/24	12/12/24
	Based on date of service	Based on date of service

*Deductible applies to a complete pair of glasses or to frames, whichever is selected.

**The Costco and Walmart allowance will be the wholesale equivalent.

Lens Options (participant cost)*

	VSP Choice Network + Affiliates	Out of Network
	(Other than Costco)	
Progressive Lenses	Up to provider's contracted fee for Lined Bifocal Lenses. The patient is responsible for the difference between the base lens and the Progressive Lens charge.	Up to Lined Bifocal allowance.
Std. Polycarbonate	Covered in full for dependent children \$33 adults	Not covered
Solid Plastic Dye	\$15 (except Pink I & II)	Not covered
Plastic Gradient Dye	\$17	Not covered
Photochromatic Lenses (Glass & Plastic)	\$31-\$82	Not covered
Scratch Resistant Coating	\$17-\$33	Not covered
Anti-Reflective Coating	\$43-\$85	Not covered
Ultraviolet Coating	\$16	Not covered

*Lens Option participant costs vary by prescription, option chosen and retail locations.

Monthly Rates	
Employee Only (EE)	\$4.44
EE + Family	\$13.20

Additional Balanced Care Vision I Choice Network Features	
Contact Lenses Elective	Allowance can be applied to disposables, but the dollar amount must be used all at once (provider will order 3 or 6 month supply). Applies when contacts are chosen in lieu of glasses. For plans without a separate contact fitting & evaluation (which includes follow up contact lens exams), the cost of the fitting and evaluation is deducted from the allowance.
Additional Glasses	20% off additional complete pairs of prescription glasses and/or prescription sunglasses.*
Frame Discount	VSP offers 20% off any amount above the retail allowance.*
Laser VisionCare	VSP offers an average discount of 15% off or 5% off a promotional offer for LASIK Custom LASIK and PRK. The maximum out-of-pocket per eye for participants is \$1,800 for LASIK and \$2,300 for custom LASIK using Wavefront technology, and \$1,500 for PRK. In order to receive the benefit, a VSP provider must coordinate the procedure.
Low Vision	With prior authorization, 75% of approved amount (up to \$1,000 is covered every two years).

Based on applicable laws, reduced costs may vary by doctor location.

Section 125

This plan is provided as part of the Policyholder's Section 125 Plan. Each employee has the option under the Section 125 Plan of participating or not participating in this plan. If an employee does not elect to participate when initially eligible, he/she may elect to participate at the Policyholder's next Annual Election Period.

Vision Plan Participant Service

Balanced Care Vision I from The Standard features the money-saving eye care network of VSP. Customer service is available to plan participants through VSP's well-trained and helpful service representatives. Call or go online to locate the nearest VSP network provider, view plan benefit information and more.

VSP Call Center: 800.877.7195

- Service representative hours: 5 a.m. to 7 p.m. Pacific Monday through Friday, 6 a.m. to 2:30 p.m. Pacific Saturday
- Interactive Voice Response available 24/7

Locate a VSP provider at:

www.standard.com/services

About The Standard

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at www.standard.com.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

This form is a benefit highlight, not a certificate of insurance. This policy has exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or terminated. Please contact The Standard or your employer for additional information, including costs and complete details of coverage.



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.S

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-186
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Long Term Disability Insurance Coverage		
Summary:	This is a request to approve a contract with Standard Insurance Company (Standard) to provide long-term disability insurance coverage effective January 1, 2024. The City currently provides long-term disability coverage to employees on a noncontributory basis. Long term disability coverage provides critical wage replacement benefits in the event an employee is unable to work due to an extended non-work-related illness or injury. The current carrier, Standard, proposed a renewal of the current plan with no increase to premium rates. This year's premium is part of a rate guarantee for two years and will continue at a 0% premium increase in 2025. Standard provides superior customer service, is competitively priced, and offers the additional benefit of continuity of coverage for employees.		
Financial Impact:	Based on current enrollment, the annual cost to the City is estimated to be \$45,814 and is within the Fiscal Year 2023-2024 budget.		
Citizen Impact:	Providing a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a contract with Standard, with a two year premium rate guarantee, to provide disability insurance effective January 1, 2024.		
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202		

Attachments:	1. 23-186 Long Term Disability (P23-0203G) 2. Standard Long Term Disability Renewal 3. Standard LTD Benefit Summary- Class 1 4. Standard LTD Benefit Summary- Class 2 5. Standard LTD Benefit Summary- Class 3
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

RESOLUTION NO. 2023-186

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee long term disability insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee long term disability insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee long term disability insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney, between the

City and Standard Insurance Company for the provision of employee long term disability insurance benefits services, and to pay the premiums therefore from the FY 2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Long Term Disability Coverage

City of Ormond Beach

January 1, 2024 - December 31, 2024

Monthly Eligible Payroll	\$1,571,131		
	Current Renewal		
Vendor	The Standard		
Class	Class 1	Class 2	Class 3
Class Definition:	Elected Officials, Department Heads & Division Managers	Safety Members	All Other Members than Class 1 & 2
Plan Details			
Elimination Period:	180 Days	180 Days	180 Days
Percent of Salary	50%	50%	50%
Maximum Monthly Benefit:	\$5,000	\$5,000	\$5,000
Benefit Period:	SSNRA	SSNRA	SSNRA
Integration:	Primary & Family	Primary & Family	Primary & Family
Definition of Disability:	2 Years Own Occ	1 Year Own Occ	2 Years Own Occ
And / Or	And	And	And
Earnings Test:	80% 60%	80% 60%	80% 60%
Pre-Existing Conditions:	3 12	3 12	3 12
Mental & Nervous Limitations:	24 Months	24 Months	24 Months
Self-Reported Limitations:	24 Months	24 Months	24 Months
Return to Work Incentive:	Included	Included	Included
Rehabilitation Benefit:	Included	Included	Included
Worksite Modification:	Mandatory	Mandatory	Mandatory
Actively at Work Provision:	Included	Included	Included
EAP:	Included	Included	Included
Employer Contribution:	100%		
Participation Requirement:	100%		
Rate Guarantee:	2 Yrs (01/01/2024 - 12/31/2025)		
Plan Rates	Current	Renewal	
Rate / \$100 Covered Payroll	\$0.243	\$0.243	
Estimated Monthly Premiums:	\$3,818	\$3,818	
Estimated Annual Premiums:	\$45,814	\$45,814	
Rate Change from Current (%):	0%		
Rate Change from Current (\$):	\$0		

Notes:



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by City of Ormond Beach.

Eligibility

Definition of a Member	You are a member if you are a regular employee of City of Ormond Beach, actively working at least 35.9 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 1 - Elected Officials, Department Heads & Division Managers
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member.

Benefits

Monthly Benefit	50 percent of the first \$10,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 days

Definition of Disability

For the benefit waiting period and the first 24 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-753274-C1 (10/17)

6957444-783181



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by City of Ormond Beach.

Eligibility

Definition of a Member	You are a member if you are a regular employee of City of Ormond Beach, actively working at least 35.9 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - Safety Members
Eligibility Waiting Period	You are eligible on the first of the month that follows or coincides with 30 consecutive days as a member.

Benefits

Monthly Benefit	50 percent of the first \$10,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 days

Definition of Disability

For the benefit waiting period and the first 12 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-753274-C2 (9/22)

7161232-902531



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by City of Ormond Beach.

Eligibility

Definition of a Member	You are a member if you are a regular employee of City of Ormond Beach, actively working at least 35.9 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 3 - All other Members, other than Elected Officials, Department Heads, Division Managers and Safety Members
Eligibility Waiting Period	You are eligible on the first of the month that follows or coincides with 30 consecutive days as a member.

Benefits

Monthly Benefit	50 percent of the first \$10,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 days

Definition of Disability

For the benefit waiting period and the first 24 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-753274-C3 (10/17)

6957444-783188



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.T

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-187
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Employee Life Insurance Coverage		
Summary:	This is a request to approve a contract with Standard Insurance Company (Standard) to provide employee life and accidental death and dismemberment insurance effective January 1, 2024. The City currently provides life insurance benefits to eligible employees on a noncontributory basis; and retiree and dependent coverage may be purchased by the employee or retiree for an additional cost. The current carrier, Standard, proposed a renewal of the current plan with no increase to premium rates. This year's premium is part of a rate guarantee for two years and will continue at a 0% premium increase in 2025. Standard is competitively priced, has not increased premium rates since 2015, provides superior customer service, and offers the additional benefit of continuity of coverage for employees.		
Financial Impact:	Based on current enrollment, the City's annual cost is estimated to be \$43,301 and is within the Fiscal Year 2023-2024 budget.		
Citizen Impact:	Providing a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the contract with Standard, with a two year premium rate guarantee, to provide employee life and accidental death and dismemberment insurance effective January 1, 2024.		
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202		

Attachments:	1. 23-187 Employee Life Ins-The Standard (P23-0204G) 2. Standard Group Life AD&D Renewal 3. Standard Basic Life Benefit Summary- Class 1 4. Standard Basic Life Benefit Summary- Class 2 5. Standard Basic Life Benefit Summary- Class 3						
Approval:	<table border="0"> <tr> <td>Kelly McGuire, Finance Director</td> <td>10/5/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>10/9/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>10/10/2023</td> </tr> </table>	Kelly McGuire, Finance Director	10/5/2023	Claire Whitley, Assistant City Manager	10/9/2023	Joyce Shanahan, City Manager	10/10/2023
Kelly McGuire, Finance Director	10/5/2023						
Claire Whitley, Assistant City Manager	10/9/2023						
Joyce Shanahan, City Manager	10/10/2023						

RESOLUTION NO. 2023-187

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee life insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee life insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee life insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and Standard Insurance Company for the provision of employee life insurance benefits services, and to pay the premiums therefore from the FY 2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Group Life & AD&D Coverage

City of Ormond Beach

January 1, 2024 - December 31, 2024

Basic Life:	18,504,600
AD&D:	18,504,600
Retirees:	1,428,000

	Current Renewal		
Vendor	Standard		
Class Definition Plan Details:	Benefit	Maximum	Guarantee Issue
Class 1: City Commissioners & Mayor	\$15,000	\$15,000	\$15,000
Class 2: Department Heads & Division Manager	1x's Salary	\$100,000	\$100,000
Class 3: All Other Active Employees	1x's Salary	\$100,000	\$100,000
Class 4: Retirees	\$15,000	\$15,000	\$15,000
Plan Details (Dependent):			
Spouse Benefit:		\$5,000	
Child(ren) Benefit:		\$2,000	
Reduction Schedule:		30% at age 70 50% at age 75	
Waiver of Premium:		Included (Classes 1-3)	
Conversion:		Included	
Accelerated Death Benefit:		Included (Classes 1-3)	
Seatbelt/Safe Driver Benefit:		Included (Classes 1-3)	
Actively at Work Provision:		Included	
Employer Contribution:		100% (Classes 1-3)	
Participation Requirement:		100% (Classes 1-3)	
Rate Guarantee:		2 Yrs (01/01/2024 - 12/31/2025)	
Plan Rates	Current	Renewal	
Basic Life	\$0.165	\$0.165	
AD&D	\$0.030	\$0.030	
Dependent (Not included in premium)	\$2.04	\$2.04	
Estimated Monthly Premiums:	\$3,608	\$3,608	
Estimated Annual Premiums:	\$43,301	\$43,301	
Rate Change from Current (%):		0.0%	
Rate Change from Current (\$):		\$0	

Notes: *Retirees are 100% Voluntary and are eligible for life only



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's, or his or her dependent's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by City of Ormond Beach, except for the cost of your dependent's insurance, which is paid by you through payroll deduction. Enrollment materials needed to elect coverage will be provided.

Eligibility

Definition of a Member	You are a member if you are an active employee of City of Ormond Beach and regularly working at least 35.9 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 1 - Active City Commissioners and Mayor
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member. Your dependents will need to provide acceptable evidence of good health if you elect coverage after initially becoming eligible.

Benefits

Basic Life Coverage Amount	Your Basic Life coverage amount is \$15,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life and AD&D Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 70 percent at age 70 and to 50 percent at age 75.
Basic Dependents Life Coverage Amount	The Basic Dependents Life coverage amount for your eligible spouse is \$5,000. Your spouse is the person to whom you are legally married. The Basic Dependents Life coverage amount for each of your eligible children is \$2,000. Child means your child from live birth through age 29.

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D and Basic Dependents Life insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-753274-C1 (10/17)

6957444-783182



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's, or his or her dependent's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by City of Ormond Beach, except for the cost of your dependent's insurance, which is paid by you through payroll deduction. Enrollment materials needed to elect coverage will be provided.

Eligibility

Definition of a Member	You are a member if you are an active employee of City of Ormond Beach and regularly working at least 35.9 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - Active Department Heads & Division Managers
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member. Your dependents will need to provide acceptable evidence of good health if you elect coverage after initially becoming eligible.

Benefits

Basic Life Coverage Amount	1 times your annual earnings to a maximum of \$100,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life and AD&D Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 70 percent at age 70 and to 50 percent at age 75.
Basic Dependents Life Coverage Amount	The Basic Dependents Life coverage amount for your eligible spouse is \$5,000. Your spouse is the person to whom you are legally married. The Basic Dependents Life coverage amount for each of your eligible children is \$2,000. Child means your child from live birth through age 29.

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D and Basic Dependents Life insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-753274-C2 (10/17)

6957444-783185



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's, or his or her dependent's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by City of Ormond Beach, except for the cost of your dependent's insurance, which is paid by you through payroll deduction. Enrollment materials needed to elect coverage will be provided.

Eligibility

Definition of a Member	You are a member if you are an active employee of City of Ormond Beach and regularly working at least 35.9 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 3 - All Other Active Members, other than Active City Commissioners & Mayor and Active Department Heads & Division Managers
Eligibility Waiting Period	You are eligible on the first of the month that follows or coincides with 30 consecutive days as a member. Your dependents will need to provide acceptable evidence of good health if you elect coverage after initially becoming eligible.

Benefits

Basic Life Coverage Amount	1 times your annual earnings to a maximum of \$100,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life and AD&D Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 70 percent at age 70 and to 50 percent at age 75.

Basic Dependents Life Coverage Amount	The Basic Dependents Life coverage amount for your eligible spouse is \$5,000. Your spouse is the person to whom you are legally married. The Basic Dependents Life coverage amount for each of your eligible children is \$2,000. Child means your child from live birth through age 29.
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Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D and Basic Dependents Life insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-753274-C3 (10/17)
6957444-783186



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.U

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-188
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Voluntary Life Insurance Coverage		
Summary:	This is a request to approve a contract with Standard Insurance Company (Standard) to provide voluntary life insurance coverage effective January 1, 2024. Voluntary life insurance coverage is offered to City employees as a supplemental option to the basic life insurance provided for and paid by the City. This coverage is offered on a voluntary basis only and, if elected, is purchased at the employee's cost. The current carrier, Standard, proposed a renewal of the current plan with no increase to premium rates. This year's premium is part of a rate guarantee for two years and will continue at a 0% premium increase in 2025. Standard is competitively priced, has not increased premium rates since 2015, provides superior customer service, and offers the additional benefit of continuity of coverage for employees.		
Financial Impact:	There is no budget impact to the City as the premiums will be fully paid by the employees through payroll deduction.		
Citizen Impact:	Offering convenient and affordable supplemental insurance coverage supports the City's goal of providing a quality benefits package to its employees, which contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a contract with Standard, with a two year premium rate guarantee, to provide voluntary life insurance effective January 1, 2024.		
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202		

Attachments:	1. 23-188 Voluntary Life-The Standard (P23-0205G) 2. Standard Voluntary Life AD&D Renewal 3. Standard Additional Life Benefit Summary
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

RESOLUTION NO. 2023-188

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee voluntary life insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee voluntary life insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee voluntary life insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and Standard Insurance Company for the provision of employee voluntary life insurance benefits services, and to pay the premiums therefore from the FY 2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Ormond Beach

January 1, 2024 - December 31, 2024

	Current Renewal
Vendor	The Standard
Plan Details (Employee)	
Benefit (Increments of):	\$10,000
Not to Exceed:	\$300,000
Maximum Benefit:	\$300,000
Guarantee Issue:	\$150,000
Plan Details (Dependent)	
Spouse Benefit (Increments of):	\$5,000
Maximum Benefit:	\$50,000
Guarantee Issue:	\$30,000
Not to Exceed:	100% of employee amount
Child(ren) Benefit:	Birth - 29 Years \$5k, \$10k
Full-Time Student:	29 Years
Reduction Schedule:	30% at age 70 50% at age 75
Waiver of Premium:	Included
Portability:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Not Included
Actively at Work Provision:	Included
Employer Contribution:	0%
Participation Requirement:	32%
Rate Guarantee:	2 Yrs (01/01/2024 - 12/31/2025)

Plan Rates per \$1,000	Current Renewal	
	Employee	Spouse
Under 20	\$0.100	\$0.100
Age 20 - 24	\$0.100	\$0.100
Age 25 - 29	\$0.100	\$0.100
Age 30 - 34	\$0.110	\$0.110
Age 35 - 39	\$0.130	\$0.130
Age 40 - 44	\$0.190	\$0.190
Age 45 - 49	\$0.290	\$0.290
Age 50 - 54	\$0.420	\$0.420
Age 55 - 59	\$0.620	\$0.620
Age 60 - 64	\$1.130	\$1.130
Age 65 - 69	\$1.940	\$1.940
Age 70 - 74	\$2.150	\$2.150
Age 75 - 79	\$4.100	\$4.100
Age 80 - 84	\$4.100	\$4.100
Age 85 - 89	\$4.100	\$4.100
Age 90+	\$4.100	\$4.100
AD&D	N/A	N/A
Child	\$0.200	
AD&D	N/A	

Notes: *Retirees are not eligible

Premium Calculation

Step 1: Benefit ____ / 1000 = ____ # Units

Step 2: # Units ____ x ____ Age-banded Rate = \$ ____ Premium Per Month

Example: 44 year old, \$200,000 Benefit

\$200,000 / 1000= 200 Units

200 x Age 44 rate = \$38.00



Group Additional Life Insurance

Help protect your loved ones from financial hardship.

This coverage is designed to help provide financial support and stability to your family should you pass away. You can also cover your eligible spouse and child(ren). Life insurance is an easy, responsible way to help protect your family from financial hardship during a difficult time — and into the future.



This plan offers:

- Competitive group rates
- The convenience of payroll deduction
- Benefits if you become terminally ill or die

② About This Coverage

If you take no action you'll be covered under Basic Life insurance provided you meet the eligibility requirements. Consider whether that would be enough to help your family meet daily expenses, maintain their standard of living, pay off debt and fund your children's education. If not, you may want to apply for additional coverage now.

How Much Can I Apply For? The coverage amount for your spouse cannot exceed 100 percent of your Additional Life coverage. The coverage amount for your child(ren) cannot exceed 100 percent of your Additional Life coverage.	For You:	\$10,000 – \$300,000 in increments of \$10,000
	For Your Spouse:	\$5,000 – \$50,000 in increments of \$5,000
	For Your Child(ren):	\$5,000 – \$10,000 in increments of \$5,000
What is the Guarantee Issue Maximum? Depending on your eligibility, this is the maximum amount of coverage you may apply for during initial enrollment without answering health questions.	For You:	Up to \$150,000
	For Your Spouse:	Up to \$30,000

See the Important Details section for more information, including requirements, exclusions, age reductions and definitions.

≡ Additional Feature

Accelerated Benefit

If you become terminally ill, you may be eligible to receive up to 75 percent of your combined Basic and Additional Life benefit to a maximum of \$500,000.

How Much Life Insurance Do You Need?

How much Life insurance do you need?

After a death in the family, there are many unexpected expenses. Your benefits could help your family pay for:

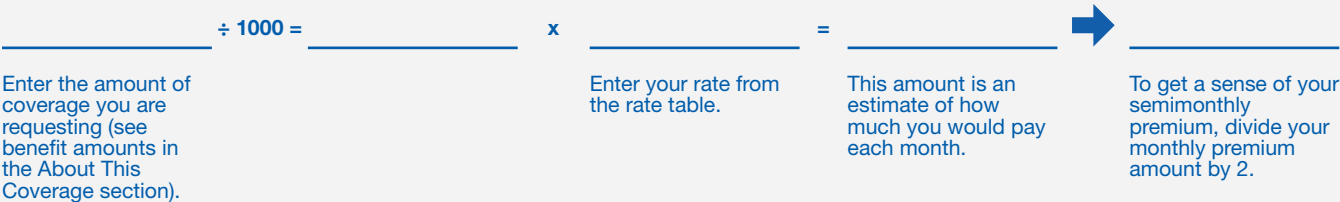
- Outstanding debt
- Burial expenses
- Medical bills
- Your children's education
- Daily expenses

To estimate your insurance needs, you'll need to consider your unique circumstances. Use our online calculator at www.standard.com/life/needs.

\$How Much Your Coverage Costs

Your Basic Life insurance is paid for by City of Ormond Beach. If you choose to purchase Additional Life coverage, you'll have access to competitive group rates, which may be more affordable than those available through individual insurance. You'll also have the convenience of having your premium deducted directly from your paycheck. How much your premium costs depends on a number of factors, such as your age and the benefit amount.

Use this formula to calculate your premium payment:



If you buy coverage for your spouse, your monthly rate is shown in the table below. Use the same formula to calculate the premium that you used for yourself, but use your age and your spouse's rate.

If you buy Dependents Life coverage for your child(ren), your monthly rate is \$0.20 per \$1,000, no matter how many children you're covering.

Age (as of last January 1)	Your Rate (Per \$1,000 of Total Coverage)	Your Spouse's Rate (Per \$1,000 of Total Coverage)
<30	\$0.10	\$0.10
30–34	\$0.11	\$0.11
35–39	\$0.13	\$0.13
40–44	\$0.19	\$0.19
45–49	\$0.29	\$0.29
50–54	\$0.42	\$0.42
55–59	\$0.62	\$0.62
60–64	\$1.13	\$1.13
65–69	\$1.94	\$1.94
70–74	\$2.15	\$2.15
75+	\$4.10	\$4.10

Employee Life Semi-Monthly Premiums

Coverage Amount	Employee's Age as of last January 1										
	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74*	75+*
\$10,000	0.50	0.55	0.65	0.95	1.45	2.10	3.10	5.65	9.70	7.53	10.25
\$20,000	1.00	1.10	1.30	1.90	2.90	4.20	6.20	11.30	19.40	15.05	20.50
\$30,000	1.50	1.65	1.95	2.85	4.35	6.30	9.30	16.95	29.10	22.58	30.75
\$40,000	2.00	2.20	2.60	3.80	5.80	8.40	12.40	22.60	38.80	30.10	41.00
\$50,000	2.50	2.75	3.25	4.75	7.25	10.50	15.50	28.25	48.50	37.63	51.25
\$60,000	3.00	3.30	3.90	5.70	8.70	12.60	18.60	33.90	58.20	45.15	61.50
\$70,000	3.50	3.85	4.55	6.65	10.15	14.70	21.70	39.55	67.90	52.68	71.75
\$80,000	4.00	4.40	5.20	7.60	11.60	16.80	24.80	45.20	77.60	60.20	82.00
\$90,000	4.50	4.95	5.85	8.55	13.05	18.90	27.90	50.85	87.30	67.73	92.25
\$100,000	5.00	5.50	6.50	9.50	14.50	21.00	31.00	56.50	97.00	75.25	102.50
\$110,000	5.50	6.05	7.15	10.45	15.95	23.10	34.10	62.15	106.70	82.78	112.75
\$120,000	6.00	6.60	7.80	11.40	17.40	25.20	37.20	67.80	116.40	90.30	123.00
\$130,000	6.50	7.15	8.45	12.35	18.85	27.30	40.30	73.45	126.10	97.83	133.25
\$140,000	7.00	7.70	9.10	13.30	20.30	29.40	43.40	79.10	135.80	105.35	143.50
\$150,000	7.50	8.25	9.75	14.25	21.75	31.50	46.50	84.75	145.50	112.88	153.75
\$160,000	8.00	8.80	10.40	15.20	23.20	33.60	49.60	90.40	155.20	120.40	164.00
\$170,000	8.50	9.35	11.05	16.15	24.65	35.70	52.70	96.05	164.90	127.93	174.25
\$180,000	9.00	9.90	11.70	17.10	26.10	37.80	55.80	101.70	174.60	135.45	184.50
\$190,000	9.50	10.45	12.35	18.05	27.55	39.90	58.90	107.35	184.30	142.98	194.75
\$200,000	10.00	11.00	13.00	19.00	29.00	42.00	62.00	113.00	194.00	150.50	205.00
\$210,000	10.50	11.55	13.65	19.95	30.45	44.10	65.10	118.65	203.70	158.03	215.25
\$220,000	11.00	12.10	14.30	20.90	31.90	46.20	68.20	124.30	213.40	165.55	225.50
\$230,000	11.50	12.65	14.95	21.85	33.35	48.30	71.30	129.95	223.10	173.08	235.75
\$240,000	12.00	13.20	15.60	22.80	34.80	50.40	74.40	135.60	232.80	180.60	246.00
\$250,000	12.50	13.75	16.25	23.75	36.25	52.50	77.50	141.25	242.50	188.13	256.25
\$260,000	13.00	14.30	16.90	24.70	37.70	54.60	80.60	146.90	252.20	195.65	266.50
\$270,000	13.50	14.85	17.55	25.65	39.15	56.70	83.70	152.55	261.90	203.18	276.75
\$280,000	14.00	15.40	18.20	26.60	40.60	58.80	86.80	158.20	271.60	210.70	287.00
\$290,000	14.50	15.95	18.85	27.55	42.05	60.90	89.90	163.85	281.30	218.23	297.25
\$300,000	15.00	16.50	19.50	28.50	43.50	63.00	93.00	169.50	291.00	225.75	307.50

* Coverage amounts for ages 70 and over reduce due to age reduction (see Life Insurance Age Reductions section).

Spouse Life Semi-Monthly Premiums

Coverage Amount	Employee's Age as of last January 1										
	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74*	75+*
\$5,000	0.25	0.28	0.33	0.48	0.73	1.05	1.55	2.83	4.85	3.76	5.13
\$10,000	0.50	0.55	0.65	0.95	1.45	2.10	3.10	5.65	9.70	7.53	10.25
\$15,000	0.75	0.83	0.98	1.43	2.18	3.15	4.65	8.48	14.55	11.29	15.38
\$20,000	1.00	1.10	1.30	1.90	2.90	4.20	6.20	11.30	19.40	15.05	20.50
\$25,000	1.25	1.38	1.63	2.38	3.63	5.25	7.75	14.13	24.25	18.81	25.63
\$30,000	1.50	1.65	1.95	2.85	4.35	6.30	9.30	16.95	29.10	22.58	30.75
\$35,000	1.75	1.93	2.28	3.33	5.08	7.35	10.85	19.78	33.95	26.34	35.88
\$40,000	2.00	2.20	2.60	3.80	5.80	8.40	12.40	22.60	38.80	30.10	41.00
\$45,000	2.25	2.48	2.93	4.28	6.53	9.45	13.95	25.43	43.65	33.86	46.13
\$50,000	2.50	2.75	3.25	4.75	7.25	10.50	15.50	28.25	48.50	37.63	51.25

* Coverage amounts for ages 70 and over reduce due to age reduction (see Life Insurance Age Reductions section).

Child Life Semi-Monthly Premiums

Coverage Amount	Premium
\$5,000	0.50
\$10,000	1.00

Important Details

Here's where you'll find the nitty-gritty details about the plan.

Eligibility Requirements

To be eligible for coverage, you must be:

- An active employee of City of Ormond Beach
- Regularly working at least 35.9 hours per week
- Insured for Basic Life insurance through The Standard to qualify for Additional Life insurance

Temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors are not eligible.

If you buy Additional Life insurance for yourself, you may also buy additional coverage for your eligible children and/or spouse. This is called Dependents Life insurance. You can choose to cover your spouse, meaning a person to whom you are legally married. Child means your child from live birth through age 29. Your child cannot be insured by more than one employee. Your spouse or child(ren) must not be full-time member(s) of the armed forces. You cannot be insured as both an individual and a dependent.

Medical Underwriting Approval

Required for:

- Coverage amounts higher than the guarantee issue maximum amount
- All late applications (applying 31 days after becoming eligible)
- Requests for coverage increases
- Reinstatements
- Eligible but not insured under the prior life insurance plan

Visit www.standard.com/mhs to submit a medical history statement online.

Coverage Effective Date

To become insured, you must

- Meet the eligibility requirements listed in the previous sections,
- Serve an eligibility waiting period*,
- Receive medical underwriting approval (if applicable),
- Apply for coverage and agree to pay premium, and
- Be actively at work (able to perform all normal duties of your job) on the day before the insurance is scheduled to be effective.

If you are not actively at work on the day before the

scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee. Contact your human resources representative or plan administrator for further information about the applicable coverage effective date for your coverage.

*The eligibility waiting period varies; contact your human resources representative for details.

Life Insurance Age Reductions

Under this plan, your coverage amount reduces 70 percent at age 70 and to 50 percent at age 75. Your spouse's coverage amount reduces by your age as follows: 70 percent at age 70 and to 50 percent at age 75. If you are age 70 or over, ask your human resources representative or plan administrator for the amount of coverage available.

Waiver of Premium

Your premiums may be waived if you:

- Become totally disabled while insured under this plan,
- Are under age 60, and
- Complete a waiting period of 180 days.

If these conditions are met, your Life insurance coverage may continue without cost until age 65, provided you give us satisfactory proof that you remain totally disabled.

Portability

If your insurance ends because your employment terminates, you may be eligible to buy portable group insurance coverage from The Standard.

Conversion

If your insurance reduces or ends, you may be eligible to convert your existing Life insurance to an individual life insurance policy without submitting proof of good health.

Exclusions

Subject to state variations, you and your dependents are not covered for death resulting from suicide or other intentionally self-inflicted injury, while sane or insane. The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

When Your Insurance Ends

Your insurance ends automatically when any of the following occur:

- The date the last period ends for which a premium was paid
- The date your employment terminates
- The date you cease to meet the eligibility requirements (insurance may continue for limited periods under certain circumstances)
- The date the group policy, or your employer's coverage under the group policy, terminates
- For each elective insurance coverage, the date that coverage terminates under the group policy

In addition to the above requirements, your Dependents Life coverage ends automatically on the date your dependent ceases to meet the eligibility requirements for a dependent.

For more details on when your insurance ends, contact your human resources representative or plan administrator.

Group Insurance Certificate

If coverage becomes effective and you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage, including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. The information present in this summary does not modify the group policy, certificate or the insurance coverage in any way.

About Standard Insurance Company

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at www.standard.com.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

GP190-LIFE/S399, GP399-LIFE/TRUST, GP899-LIFE, GP190-LIFE/A997/S399, GP411-LIFE

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 12506-D-AL-FL-753274 (10/17)
6957444-783183



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.V

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-189
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2024 Voluntary Short Term Disability Insurance Coverage		
Summary:	This is a request to approve a contract with Standard Insurance Company (Standard) to provide voluntary short-term disability insurance coverage effective January 1, 2024. The City began offering a voluntary short-term disability policy with the 2018 plan year, on a voluntary basis, purchased at the employee's cost. Short term disability coverage provides critical wage replacement benefits in the event an employee is unable to work due to a non-work-related illness or injury prior to being eligible for long term disability benefits. The current carrier, Standard, proposed a renewal of the current plan with no increase to premium rates. This year's premium is part of a rate guarantee for two years and will continue at a 0% premium increase in 2025. Standard is competitively priced and has not increased premium rates since implementing coverage in 2018, provides superior customer service, and offers the additional benefit of continuity of coverage for employees.		
Financial Impact:	There is no budget impact to the City as the premiums will be fully paid by the employees through payroll deduction.		
Citizen Impact:	Offering convenient and affordable supplemental insurance coverage supports the City's goal of providing a quality benefits package to its employees, which contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.		
Recommended Action (Staff, Advisory Board)	Staff recommends approval of a contract with Standard, with a two year rate guarantee, to provide voluntary short-term disability		

and/or Other):	insurance effective January 1, 2024.	
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202	
Attachments:	1. 23- 189 Vol ShortTerm Disability (P23-0206G).docx 2. Standard Short Term Disability Renewal 3. Standard STD Benefit Summary	
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023	

RESOLUTION NO. 2023-189

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee voluntary short-term disability insurance benefits (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee voluntary short-term disability insurance benefits at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2023-2024 budget and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee voluntary short term disability insurance benefits is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney, between the City and Standard Insurance Company for the provision of employee voluntary short-

term disability insurance benefits, and to pay the premiums therefore from the FY 2023-2024 budget.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Short Term Disability Coverage
City of Ormond Beach
January 1, 2024 - December 31, 2024

	Current Renewal
Vendor	Standard
Plan Details	
Elimination Period (Accident):	7 Days
Elimination Period (Sickness):	7 Days
Percent of Salary	60%
Maximum Weekly Benefit (per week):	\$1,500
Duration of Benefits (weeks):	180 Days
Pre-Existing Conditions:	None
Actively at Work Provision:	Included
Employer Contribution:	0%
Participation Requirement:	Greater of 25% or 10 Enrolled
Rate Guarantee:	2 Yrs (01/01/2024 - 12/31/2025)
Rate / \$10 Benefit	Current Renewal

Under 20	\$0.624
Age 20 - 24	\$0.624
Age 25 - 29	\$0.624
Age 30 - 34	\$0.695
Age 35 - 39	\$0.548
Age 40 - 44	\$0.513
Age 45 - 49	\$0.617
Age 50 - 54	\$0.715
Age 55 - 59	\$0.981
Age 60 - 64	\$1.202
Age 65 - 69	\$1.202
Age 70 - 74	\$1.202
Age 75 - 79	\$1.202
Age 80 - 84	\$1.202
Age 85 - 89	\$1.202
Age 90+	\$1.202

*excluding Elimination Period
Notes:

Calculation:
Step 1: Annual Salary _____ / 52 = _____ Weekly Salary
Step 2: Weekly Salary _____ x _____ % Percentage of Benefit = _____ Weekly Benefit*
Step 3: Weekly Benefit _____ / 10 = _____ # Units
Step 4: # Units _____ x _____ Rate = \$ _____ Premium Per Month
*Subject to maximum weekly benefit.

Example: 44 year old, \$50,000 annual salary
Step 1: \$50,000.00 / 52 = \$961.54 Weekly Salary
Step 2: \$961.54 x .60 = \$576.92 Weekly Benefit
Step 3: \$576.92 / 10 (Units) = 57.69 Units
Step 4: 57.69 x Age 44 = \$29.59



Group Short Term Disability Insurance

Protect your income and those who depend on it.

This coverage replaces a portion of your income when you can't work because of a qualifying disability. Even if you're healthy now, it's important to protect yourself and the people who count on your income. This insurance can help you pay the bills when you're unable to work.



This plan offers:

- Competitive group rates
- The convenience of payroll deduction
- Benefits for a qualifying disability that is not work-related

🔍 About This Coverage

See the Important Details section for more information, including requirements, exclusions and definitions.

What Your Benefit Provides

This is the benefit you'd receive if you were to suffer a qualifying disability. Eligible earnings are your weekly insured predisability earnings, as defined by the group policy. Your benefit amount will be reduced by deductible income; see the Important Details section for a list of deductible income sources.

60% of your eligible earnings, up to a maximum benefit of **\$1,500** per week. Plan minimum **\$15** per week.

Benefit Waiting Period

If you suffer a qualifying disability, your benefit waiting period is the length of time you must be continuously disabled before you can begin receiving your weekly benefit.

7 days for accidental injury
7 days for physical disease, pregnancy or mental disorder

How Long Your Benefits Last

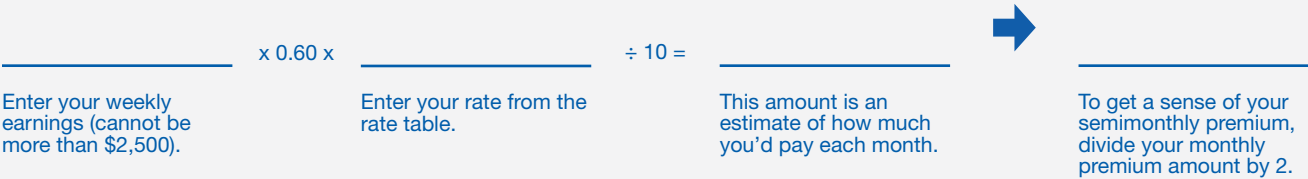
This is the maximum length of time you could be eligible to receive a weekly disability benefit.

180 days

\$How Much Your Coverage Costs

Because this insurance is offered through City of Ormond Beach, you'll have access to competitive group rates that may be more affordable than those available through individual insurance. You'll also have the convenience of having your premium deducted directly from your paycheck. How much your premium costs depends on a number of factors, such as your age and benefit amount.

Use this formula to calculate your premium payment:



Your Age (as of January 1)	Rate per \$10 of weekly benefit
<30	\$0.624
30–34	\$0.695
35–39	\$0.548
40–44	\$0.513
45–49	\$0.617
50–54	\$0.715
55–59	\$0.981
60+	\$1.202

Not being able to work also means not being able to earn a paycheck.

As you consider Short Term Disability insurance, think about the expenses you would need to cover if you were to become disabled:

- Mortgage or rent
- Utilities
- Groceries
- Medical bills
- Car insurance
- Childcare costs

To estimate your insurance needs, you'll need to consider your unique circumstances.

Use our online calculator at www.standard.com/disability/needs.

Important Details

Here's where you'll find the nitty-gritty details about the plan.

Eligibility Requirements

To be eligible for coverage, you must be:

- An active employee of City of Ormond Beach
- Regularly working at least 35.9 hours per week
- A member of Class 1 - City Commissioners and Mayor
OR Class 2 - Department Heads and Division Managers
OR Class 3 - All other Members
- A citizen or resident of the United States or Canada

Temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors are not eligible.

Employee Coverage Effective Date

To become insured, you must:

- Meet the eligibility requirements listed above
- Serve an eligibility waiting period*
- Apply for coverage and agree to pay premiums
- Receive medical underwriting approval (if applicable)
- Be actively at work (able to perform all normal duties of your job) on the day before the scheduled effective date of insurance

If you are not actively at work on the day before the scheduled effective date of insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee.

All late applications (applying 31 days after becoming eligible), requests for coverage increases and reinstatements are subject to medical underwriting approval. Employees eligible but not insured under the prior short term disability insurance plan are also subject to medical underwriting approval. Please contact your human resources representative or plan administrator for more information regarding the requirements that must be satisfied for your insurance to become effective.

*Class 1 & 2 - Defined as first of the month that follows the date you become a member

*Class 3 - Defined as first of the month that follows or coincides with 30 consecutive days as a member

Definition of Disability

You will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, or
- You are unable to earn more than 80 percent of your predisability earnings when you work for your employer.

Exclusions

Subject to state variations, you are not covered for a disability caused or contributed to by any of the following:

- An intentionally self-inflicted injury, while sane or insane
- War or any act of war (declared or undeclared, and any substantial armed conflict between organized forces of a military nature)
- An activity arising out of or in the course of any employment for wage or profit

Limitations

Short Term Disability benefits are not payable for any period when you are:

- Not under the ongoing care of a physician in the appropriate specialty, as determined by The Standard
- Eligible to receive benefits for your disability under a workers' compensation law or similar law

When Your Benefits End

Your Short Term Disability benefits end automatically on the date any of the following occur:

- You are no longer disabled
- Your maximum benefit period ends
- Long term disability benefits become payable to you under a Long Term Disability plan issued by The Standard
- You pass away
- The date you begin working for an employer other than your employer, or become self-employed

Deductible Income

Your benefits will be reduced if you have deductible income, which is income you receive or are eligible to receive while receiving Short Term Disability benefits. Deductible income includes:

- Sick pay or other forms of salary continuation paid to you by your employer
- Amounts under unemployment compensation law
- Amounts under any state disability income benefit law or similar law
- Earnings from work activity while you are disabled
- Earnings or compensation included in your predisability earnings which you receive or are eligible to receive while Short Term Disability benefits are payable

- Any amount you receive by compromise, settlement or other method as a result of a claim for any of the above

When Your Insurance Ends

Your insurance ends automatically when any of the following occur:

- The date the last period ends for which a premium was paid
- The date your employment terminates
- The date the group policy (or your employer's coverage under the group policy) terminates
- The date you cease to meet the eligibility requirements (insurance may continue for limited periods under certain circumstances)
- The date City of Ormond Beach ends participation in the group policy

Group Insurance Certificate

If coverage becomes effective and you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage, including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. The information present in this summary does not modify the group policy, certificate or the insurance coverage in any way.

About Standard Insurance Company

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at **www.standard.com**.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

GP399-STD/TRUST, Series 90 (FL/MD/VT)

[Standard Insurance Company](#)
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

[SI 12504-D-FL-753274 \(11/21\)](#)

6953757-783189



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.W

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-190
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	IUPA AFL-CIO LOCAL #6075, Contract		
Summary:	This is a request for City Commission approval of a collective bargaining agreement between the City of Ormond Beach and the Ormond Beach International Union of Police Associations, AFL-CIO LOCAL #6075, (IUPA). On May 3, 2022, IUPA filed a petition with the State of Florida Public Employees Relations Commission (PERC) to become the certified bargaining agent for the City of Ormond Beach Police Officers, Corporals, and Sergeants, then represented by the Fraternal Order of Police (FOP). On August 30 and 31, 2022, PERC held an election to determine whether IUPA would replace FOP as the bargaining representative. PERC verified the election results in favor of IUPA and certified IUPA as the exclusive bargaining representative on September 16, 2022. In October 2022, negotiations for a new contract began, and after several bargaining sessions between City staff and union representatives, a proposed collective bargaining agreement was presented to covered employees. On October 6, 2023, employees included in the IUPA bargaining unit voted in favor of ratifying the proposed contract. The proposed collective bargaining agreement includes provisions similar to those provided for in the previous FOP agreement. However, several changes were agreed to by the parties, including procedural updates to enhance operational efficiency and improve communications. Importantly, the parties agreed to implement the 2022 Pay and Classification Study conducted by Cody and Associates, with additional adjustments to address recent changes in the labor market and ensure competitiveness among peer cities in Volusia County. The collective bargaining agreement in full is attached and a brief summary of the economic articles is as follows:		

Article 8 - Promotions:

- Employees promoted from a lower classification to a higher classification will receive an increase to the minimum pay rate of the new position's salary range, or a 10% increase from the employee's current rate of pay, rather than a 7.5% increase.

Article 20 - Holiday:

- Veterans Day is added as a City recognized holiday.

Article 22 - Hours of Work and Overtime:

- Amends the normal work period from 84 hours in a 14-day period to 80 hours in a 14-day period. Hours worked in excess of the normal 80 hour work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate.

Article 28: Wages

- FY 2022-23: Employees shall receive the greater of \$1.73 an hour increase, a 3% increase, or brought to the minimum of tier position pay range. This increase is calculated retroactively to 10/1/22.
- Upon ratification of the agreement, employees shall receive an increase of \$1 to their base hourly rate.
- FY 2023-24: Employees in the Police Officer pay grade shall receive an increase which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification and Compensation Study, or a 3% increase, whichever is higher. Employees in the role of Corporal shall receive a years of service calculation within the Police Officer pay grade for every year employed as a sworn officer and provided a 10% promotional increase in lieu of the calculation provided in the 2022 Classification and Compensation Study. Employees in the role of Sergeant shall receive a years of service calculation within the Police Officer pay grade for every year employed as a sworn officer and provided a 20% promotional increase in lieu of the increase provided in the 2022 Classification and Compensation Study.
- FY 2024-25: Employees shall receive a 2.5% increase.

Article 34: Pension

- Beginning FY 2023-24, and until modified by agreement by the parties, premium tax distribution over and above the amount of \$287,000 become reserve and will be distributed as it becomes available in the manner indicated in the agreement.
- Provides for a reopener of Article 34, Pension, by either party

	at any time after October 1, 2024, and as described in Article 36. Article 36: Terms of Agreement Stipulates that the Police Pension board actuary will be commissioned to perform a study to determine the long-term pension costs using wages in effect during the second year of the contract period (October 2023 - September 2024). Provides that either party may request a reopener of Article 34, Pension, no sooner than October 1, 2024 and after the completion of the actuarial study. Should the City Commission ratify the agreement, it will become effective on the date it is last executed by the respective parties and will remain in effect until September 30, 2025, or until a new agreement is reached.						
Financial Impact:	The FY 2022-2023 wage increase, applied retroactively to October 1, 2022, is approximately \$250,850, and was provided for in the previous year's budget. The FY 2023-2024 wage increase of time in grade and years of service calculations, totaling approximately \$273,298 is provided for in the current budget as well as approximately \$135,000 for the \$1 increase for all employees upon ratification of the agreement. The projected wage increases for FY 2024-2025 of \$97,694, will be included in the corresponding budget.						
Citizen Impact:	Negotiating fair and competitive terms of employment for represented employees through multi-year collective bargaining agreements supports the continued recruitment and retention of high quality Police Officers, and consistent delivery of critical services that foster a safe environment for all Ormond Beach residents, visitors, and businesses.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the collective bargaining agreement with IUPA expiring on September 30, 2025.						
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202						
Attachments:	23-190 IUPA collective bargaining (P23-0200G) - IUPA Contract 2022-2025						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>10/6/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>10/6/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>10/10/2023</td> </tr> </table>	Kelly McGuire, Finance Director	10/6/2023	Claire Whitley, Assistant City Manager	10/6/2023	Joyce Shanahan, City Manager	10/10/2023
Kelly McGuire, Finance Director	10/6/2023						
Claire Whitley, Assistant City Manager	10/6/2023						
Joyce Shanahan, City Manager	10/10/2023						

RESOLUTION NO. 2023-190

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO LOCAL #6075 ("IUPA"); SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Collective Bargaining Agreement between the City and the International Union of Police Associations, AFL-CIO Local #6075, a copy of the Agreement being attached hereto and incorporated herein by reference. The Agreement shall be effective retroactively to October 1, 2022.

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

APPROVED AND AUTHENTICATED, this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



**CITY OF ORMOND BEACH
POLICE OFFICERS'
COLLECTIVE BARGAINING AGREEMENT**

October 1, 2022 through September 30, 2025*

**Agreement effective date is upon ratification by both parties, unless indicated otherwise, in which case the effective date for that specific provision applies.*

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AGREEMENT

This Agreement is entered into by the CITY OF ORMOND BEACH, FLORIDA, hereinafter referred to as the "City", and INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO LOCAL #6075, hereinafter referred to as "IUPA".

ARTICLE 1
RECOGNITION

1.1 The City hereby recognizes IUPA as the exclusive bargaining representative, as provided in the State of Florida Public Employees Relations Commission certification #2037, for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for all sworn police officers in the Ormond Beach Police Department, including Police Officers, Corporals, and Sergeants, but excluding all ranks above Sergeant, non-sworn officers, and clerical employees.

1.2 Any amendments to the unit certified by PERC will be entitled to the terms, conditions and benefits of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Ormond Beach Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2 The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay-off employees; fire, demote and suspend for just cause; transfer employees from assignment to assignment; re-hire employees; determine the starting and quitting times and the number of hours and shifts to be worked; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the department or any part thereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulation; and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Ormond Beach Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

2.5 If, in the discretion of the Mayor and/or the City Manager, it is determined that civil emergency conditions exist, including riots, civil disorders, weather conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and IUPA agree not to interfere with the right of any eligible employee to become a member of IUPA, withdraw from membership in IUPA, refrain from becoming a member of IUPA, or engage in activity on behalf of IUPA.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, or handicap. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she." The exclusive remedy for any alleged violations of this section shall be federal and/or state courts and agencies and not Article 17, the Grievance and Arbitration procedure under this Contract.

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 17 available under this Agreement, without representation of IUPA. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of IUPA, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In any matter involving a formal grievance, IUPA shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or IUPA and there will be no lockouts by the City for the duration of this Agreement. IUPA supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes a strike, work stoppage, picketing, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IUPA dues twice monthly for 24 deductions per year and remit such deduction to the International Union of Police Association, 5632 Bee Ridge Road, Suite 200, Sarasota, FL 34233, along with a list of names on a monthly basis.

IUPA will notify the City in writing thirty (30) days prior to any change in the regular IUPA dues structure.

5.2 Any employee may, at any time, on a form provided by IUPA (approved by the City), revoke his IUPA dues deduction authorization and submit such revocation form to the City with a copy to IUPA. The City shall discontinue dues deductions only on the first payday of each calendar month, after thirty (30) days written notice to IUPA.

5.3 IUPA agrees to pay the City three cents (\$0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file; provided, however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or the employee's immediate supervisor. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies up to fifty (50) pages at no cost to the employee and thereafter consistent with the City's normal policy and payment for such copies under the Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's

home address, telephone number, photograph, and other statutorily exempt material without the officer's consent.

6.4 IUPA agrees not to directly or indirectly furnish the news media or the public with confidential/exempt personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.

6.5 Department efficiency and substantiated incident reports will become a permanent part of an employee's personnel file. Substantiated incident reports are subject to Article 17, the Grievance and Arbitration Procedure.

ARTICLE 7

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 In the event the Police Chief determines that there is a need to temporarily fill a regularly-budgeted position with an employee from a lower classification, the Police Chief shall immediately advise the Human Resources Director of such intention.

In the event there exists no current eligibility list for a budgeted position, the Police Chief may select any employee from a lower classification to temporarily fill such budgeted position. If the employee selected for a temporary position is not selected to the regular position, this employee shall be returned to his previous classification and pay rate.

7.2 If an employee is temporarily assigned to a budgeted position of a higher rank for a total period of five (5) days during any thirty (30) day period, he shall receive the higher pay rate from the first day of the assignment. This paragraph does not apply when a Corporal is temporarily assigned as a Sergeant; there will be no higher pay upon such temporary assignment.

ARTICLE 8
PROMOTIONS

8.1 Whenever a budgeted promotional vacancy exists in the Corporal or Sergeant Classification, the City will attempt to fill such vacancy within one hundred twenty (120) days. Internal candidates must be on the promotional eligibility list. External candidates may be considered for positions above the rank of Sergeant.

8.2 The City shall announce promotional examinations at least thirty (30) days in advance of said examinations. The City will list the general areas which the examinations will cover and the sources from which the examinations are drawn, and the location of the sources. The City will contract with a qualified outside vendor to create, administer, and score the testing process. The Chief, or the Chief's designee, shall approve questions prior to the examination process.

8.3 The City agrees that upon execution of this Agreement, the promotional probationary period shall be nine (9) months in duration and cannot be extended except when the probationary employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours. During promotional probationary status, an employee will be returned to his prior position, which shall not be subject to the grievance procedure in Article 17.

8.4 Promotions will be made from an annually established eligibility list, the ranking of which will be determined through the administration of a written and/or practical exam and may include a structured oral interview process. Officers will have the option to keep their score for one twelve-month period for purposes of determining their ranking on the eligibility list. The City agrees to notify the bargaining unit of any changes to the test that would affect the rollover score prior to implementation of the test. The officer is required to notify the Human Resources Department in writing of such after the new testing process has been announced but prior to the end date to sign up for the new testing process. The Police Chief reserves the right to use a modified assessment center as well at his discretion. To be eligible to participate in the promotional process for Sergeant, the employee must have five (5) continuous years of service as a certified law enforcement officer with the City immediately prior to starting the promotional process (three years for Corporal). Employees may become eligible for participation in the promotional process for the rank of Sergeant after three (3) years of employment if they possess a Bachelor's Degree from an accredited college or University, or after four (4) years of employment if they possess an Associate's Degree from an accredited college or university. Similarly, employees may become eligible to participate in the promotional process for the rank of Corporal after two (2) years of employment if they possess either a Bachelor's Degree or an Associate's Degree from an accredited college or university. All promotional requirements are to be determined by the Police Chief and will be posted to provide sufficient time for department personnel to prepare. To be eligible for

the oral interview or modified assessment center process, applicants must score 70% or higher on the written and/or practical exam(s).

Following the administration of the promotional process, a rank ordered list shall be established by the Human Resources Department which shall be separated into "Qualified," and "Unqualified" categories. The categories shall be established by using the combined numerical score earned during all phases of the promotional process. Candidates in the "Qualified" category will be defined as candidates scoring 70% or above total combined score. Candidates in the "Unqualified" category will be defined as candidates scoring below 70% total combined score. All numerical ties shall be resolved in favor of seniority.

The candidates with the five (5) highest scores will be provided in order of the final numerical score to the Police Chief. This list will include the candidate's name and actual score.

For each vacancy that is to be filled, the Chief of Police shall recommend to the City Manager one (1) of the top five (5) candidates for the position from the "Qualified" category. If there is more than one vacancy, after the first vacancy has been filled, the next highest candidate on the eligibility list will be added so that for each vacancy, there are always five eligible candidates, unless there are less than five names on the eligibility list. In the event a candidate with a higher score is passed over for a candidate with a lesser score on the eligibility list more than one (1) time, the Chief of Police, or Chief's designee, agrees to meet with the employee(s) to discuss the reasons for being passed over a second time.

8.5 An employee demoted in rank (i.e., sergeant-corporal, corporal-officer), will not be eligible for promotion for one (1) year from the date of demotion; however, the employee may participate in a promotional examination for the purpose of establishing an eligibility list that is given during the officer's one (1) year "waiting" period.

8.6 Upon promotion from a lower classification to a higher classification, the employee promoted will receive an increase to the minimum pay rate of the new position's salary range or a 10% increase from the employee's current pay rate, whichever is higher. Employees promoted from Officer to Sergeant will receive a 20% pay increase. This section also applies to pay for temporary assignments to a higher classification consistent with Section 7.2. Modifications to the promotional rates become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any promotions retroactively.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 IUPA shall be represented by its State Staff Representative or designated Department Representatives. It shall be the responsibility of IUPA to notify the City Manager, in writing, of any change in the designation of IUPA Representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the State Staff Representative or Department Representatives of IUPA or, if not available, provided upon request.

9.3 Three (3) members of IUPA's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, all contract negotiations and the City Commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement and its successor.

9.4 An employee representative of IUPA, designated by the State Staff Representative, shall be permitted reasonable access to all Departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper approval. The exercise of such access rights by the Employee

Representative shall not interfere with his duties or the duties of other employees.

9.5 Three (3) employee representatives of IUPA who are engaged in the reopening of this contract or in the successor contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits.

ARTICLE 10
EMPLOYEE-MANAGEMENT COMMITTEE

10.1 There shall be an Employee-Management Committee consisting of the following IUPA and Management representatives:

- A. Three (3) Department representatives along with the State Staff Representative of IUPA, and
- B. The Police Chief, the Human Resources Director, and the City Manager (or their respective designees).

10.2 The Employee-Management Committee shall, upon request of either party, meet as mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. IUPA representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. IUPA representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 The Committee shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11

SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Ormond Beach Police Department as a Police Officer. Seniority shall be computed from the last date of hire or, where applicable, from the last date of promotion to a higher rank, as recorded in the personnel records. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City of Ormond Beach.

In the event two (2) or more employees start their employment as Police Officers on the same day, the employee with prior *continuous* employment with the Ormond Beach Police Department (i.e.: in a non-sworn position) shall be deemed to have greater seniority. In the event two (2) or more employees start their employment as Police Officers on the same day and one has been a *prior* employee with the Ormond Beach Police Department (with or without continuous service), the prior employee shall be deemed to have greater seniority. In this example, if one employee's prior Ormond Beach Police Department experience was in a sworn position, that employee with experience as a sworn officer shall be deemed to have greater seniority. If two (2) or more employees start their employment as Police Officers on the same day are still equal in seniority after the above provisions are applied, then the ranking provided by the selection panel during the hiring process shall be used to break the tie. In the event two (2) or more employees in the same

rank above that of Police Officer were promoted on the same day, then the final score as used in Article 8, Promotions, to establish the eligibility list will be used to break any tie on seniority.

Except as otherwise provided herein, seniority *in rank* shall have preference. Seniority shall be utilized for the following purposes:

A. Seniority preference shall be granted to simultaneous personal leave requests; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any personal leave period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all personal leave during any given period in the event of disaster or emergency.

B. In the event of a vacancy in any division or unit (non-promotional vacancy) within the Department, seniority will be considered along with the skills, abilities and the requirements of the job.

C. Annually, starting on September 1st, employees will bid for slots in their rank within their assigned division for the upcoming year's schedule in order of their seniority in rank. This includes all divisions that have more than one employee of the same rank. A schedule with all available shifts including days off and starting/ending times for days worked will be used. The area for employee names will be left blank for bidding employees to write their names. Once the senior employee of that rank in the division or unit bids, then the next employee in order of seniority for that rank shall bid, and so on

until all employees of that rank in that division have bid. The bidding process must be completed by September 30th, and posted by the first week in October. The upcoming year's schedule will start on the first full pay cycle in January following the annual bidding process. Nothing contained herein shall be interpreted as restricting the Department's right to disregard bidding preference outlined above for legitimate operational reasons. Examples of such reasons include, but are not limited to: 1) ensuring specialized skills are available; 2) availability of Field Training Officers; and 3) balance in experience, skills, and ability on a shift.

D. To the extent possible the City shall announce lateral transfer opportunities for the upcoming year's schedule prior to the start of the bid process so that those affected can bid as described above based on the new division assignment. Seniority in a division or unit shall be based on the most recent date the employee was assigned to the current division or unit, excluding Patrol. Seniority for Patrol will be determined by the employees in their classification as described in Section 11.1.

E. In the event of a personnel reduction, employees shall be laid-off in the inverse order of their seniority in their rank; provided, however, that if two or more employees have seniority standing within six (6) months of each other, the Police Chief, with the approval of the City Manager, shall determine the order of lay-off based on education and performance evaluation. An employee laid-off from a higher rank shall be given an opportunity to revert to the next lower rank, provided that he is fully qualified

to perform the work in that lower rank and has greater departmental seniority than the employee with the least departmental seniority in the lower rank. Upon reverting to a lower rank for all purposes other than layoff, an employee's seniority shall be determined by the date of his permanent appointment to that rank. All temporary, provisional, limited term and probationary employees shall be laid-off from a rank before any permanent employee is laid-off or reduced in rank.

11.2 Employees shall be recalled from lay-off or reinstated to his/her prior position where the reduction in rank resulted from a layoff, in accordance with their departmental seniority. No new employees shall be hired in any rank until all employees on lay-off status in that rank have had an opportunity to return to work; provided, however, such employees meet all of the requirements established by the State of Florida Criminal Justice Standards and Training Commission in effect at the time of recall. No laid-off employee shall retain recall rights beyond eighteen (18) months from the date of lay-off. In order to retain recall rights, it is the responsibility of the employee to keep the City advised of the current location and telephone number where he may be reached for recall; notices of recall will be sent to the address shown in City personnel files, with a copy to the union. Employees recalled shall respond within fourteen (14) calendar days of the recall notification and, return to work on the day directed following the fourteen (14) day response period. During the fourteen (14) day response period, the employee must pass any physical exam, including drug test, required of newly hired police officers to be eligible to return to duty (paid status).

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Department shall serve a probationary period of one (1) year from date of hire as a sworn officer, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable regulations contained in the City's Human Resources Policy. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employee's seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended for up to ninety (90) days, at the discretion of the Police Chief in the event the employee receives a rating lower than "Meets Standards" during such probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

13.2 In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that the City will comply with the Law Enforcement Bill of Rights Florida Statute 112 Part VI (112.531-112.534) to the extent it is applicable to the investigation. An Acknowledgement and receipt of understanding of the Law Enforcement Bill of Rights is attached hereto as Appendix A. In addition to the protections provided under Appendix A, any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security will also include the following protections:

A. No employee shall be ordered to submit to any mechanical device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to voluntarily submit to such device.

B. In the interest of internal security and fairness to the employee under investigation and in recognition of the fact that Florida Statute 112.533 prohibits any person who is a participant in such an investigation from disclosing any information regarding said investigation while the investigation is on-going, the City, insofar as is legally permissible, agrees to make no public conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or any organization or person representing said employee makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

C. In cases in which the City chooses to relieve an employee from duty pending an administrative investigation or determination, the following conditions will apply:

1. The employee will remain on full salary and benefits and shall not lose any benefits during the period of the administrative investigation.

2. In the event disciplinary action results from the administrative investigation, that period of time during which the employee was relieved from duty will be included in the disciplinary action. In the event that an employee has been paid, the employee's Personal Leave Time or compensatory time shall be charged as a set-off.

3. If the investigation is a criminal investigation, the officer may be placed on administrative leave without pay. If exonerated, the officer will be made whole for any loss of pay. Insurance benefits will continue until the officer returns to work or is terminated. No other benefits will accrue or be paid during such leave.

D. A charge of "conduct unbecoming an officer" or other similar charge shall include specifications supporting the charge.

13.3 After an internal investigation is concluded, if the investigation results in a finding of not sustained, unfounded, exonerated, or policy failure, the investigative report will be maintained by the City solely for the purpose of defending any anticipated litigation that may arise out of the complaint that caused the internal affairs investigation. These files may be considered in conjunction with stress management procedures employed by the City and the Chief may discuss the incidents with the City Manager in accordance with departmental S.O.P.s. These files will be maintained by Professional Standards and retained in accordance with public records statutes. However, they cannot be used in any future disciplinary actions or future evaluations.

ARTICLE 14
BULLETIN BOARDS

14.1 The City shall provide four (4) square feet of space on which to hang the IUPA bulletin board in a location accessible to all bargaining unit employees. The City shall permit IUPA to post notices of IUPA's business and matters relating to the administration of this Agreement. The City agrees that IUPA may use the City's e-mail system for IUPA-related information in the same manner as the bulletin board. Only IUPA Department Representative is authorized to post messages under this section.

14.2 Copies of all material, notices or announcements shall be submitted to the Police Chief or his designee.

14.3 No materials, notices or announcements shall be posted which contain anything of a political or controversial nature and which adversely reflects upon the City of Ormond Beach, its independent agencies, its employees or any labor organization among its employees.

ARTICLE 15

VOTING

15.1 During a primary, general, or special election an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. In the event the polls are open one (1) hour before or one (1) hour after the employee's regular scheduled work period, it shall be deemed as sufficient time for voting. Additional time, if necessary, may be permitted with supervisor approval.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, demoted, or reprimanded the City agrees that he shall be provided with written notification of the reasons for the discharge, suspension, demotion, or reprimand and the employee will be given an opportunity to explain his actions to the Police Chief or his designee prior to the action becoming effective. The employee will be hand delivered the Police Chief's decision prior to its effective date or it will be sent by certified mail, UPS, or Fed-Ex with signature required to the address in the City's Human Resources Department records. In the event the employee does not acknowledge receipt within 10 calendar days, the City may send without signature requirement. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon conclusion of the investigation the affected employee may obtain at no cost to the employee a copy of the entire investigative file in connection with the current investigation, upon which disciplinary action can or will be taken against the employee.

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify

the employee of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 Suspensions will not become effective until the employee has exhausted all appeals, excluding arbitration, of said suspension or until the time periods for such appeals have expired.

16.5 Employees will not be reprimanded, suspended, discharged, or demoted without just cause.

ARTICLE 17
GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving discipline and the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee will have his choice of which procedure to follow. The selection of the Human Resources Board route will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step; provided that, if the written answer at Step IV is not timely received, IUPA, if it desires to arbitrate under Step V, Arbitration, must request arbitration within fifteen (15) days of the date that the City Manager's response was due under Step IV. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be conclusively deemed as having been abandoned. The time limits specified in this Article may be extended by mutual agreement of the parties.

17.3 Grievances shall be presented in the following manner:

STEP I. The employee shall first discuss his grievance with his Lieutenant within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on personal leave time, or other compensated leave, the ten (10)_day period shall commence immediately upon the employee's return from such compensated leave. The first step (between the employee and his Lieutenant) shall be on an informal and oral basis, and shall not involve IUPA or any other representative of the employee, unless requested by the employee. The Lieutenant shall render a decision within five (5) days after presentation of the grievance. If not approved, the grievance may be appealed to Step II within five (5) days of disapproval.

STEP II. Any grievance which cannot be satisfactorily settled with the Lieutenant shall be reduced to writing by the employee or his representative and shall be filed with his Captain. Such grievance shall be presented to the Captain within five (5) days of the date of completion of Step I. The Captain shall, within five (5) days after receipt of the grievance, render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon. If the Captain is the employee's immediate supervisor, then Step I may be omitted and the employee may initiate the grievance at Step II.

STEP III. Any grievance which cannot be satisfactorily settled with the Captain shall next be submitted to the Police Chief, or his designee, either through the employee and his/her representative, or by the employee alone at the employee's option. The grievance as specified in writing in Step II shall be discussed by and between the employee and the employee's representative and the Police Chief or his designee, within five (5) days after the completion of Step II,. Within five (5) days after this discussion, the Police Chief or his designee shall render his decision in writing, with a copy to IUPA. All grievances related to discipline shall begin at Step III and must be filed within ten (10) days after notification of the discipline. Grievances involving reprimands shall be attended by the City Human Resources Director or designee and shall not go beyond Step III.

STEP IV. Any grievance not satisfactorily settled at Step III above will be submitted to the City Manager or designee within five (5) days from the date the Police Chief has rendered his decision. The grievance shall be submitted in writing and a copy of the original written grievance must be attached. The City Manager may meet with the employee and his or her representative, with the employee's consent, and render his decision within ten (10) days of receipt of the grievance. At any meeting with the City Manager, the employee may elect to either present their grievance personally, or designate an employee representative to present the grievance on his/her behalf. A copy of the decision will be sent to IUPA. The time limits specified in this Article may be extended by mutual agreement of the parties.

STEP V - ARBITRATION. Except as otherwise provided by applicable law, only IUPA may advance a grievance to arbitration. The City shall not be required to process any request for arbitration, or arbitrate any matter, not authorized by IUPA in writing. In the event a grievance processed through the grievance procedure has not been resolved in Step IV above, IUPA may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager renders a written decision on the grievance or, if no written response is received, within fifteen (15) days of the date that a written response was due under Step IV. A copy of the letter requesting arbitration must be provided to the other party. The arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Services to furnish a sub-regional panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral and impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and IUPA, or the employee requesting the arbitration, shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator shall thereafter confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be

submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step II (or Step III if applicable above) of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part hereof, or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent herein provided. To the extent such rules are not inconsistent with this Article; the arbitration hearing shall be conducted in accordance with the rules of procedures promulgated by the Federal Mediation and Conciliation Service.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees and related expenses, if any, shall be borne by the non-prevailing party as determined by the arbitrator. The City shall provide a room for the hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript, in which case the costs shall be shared equally.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between IUPA and the City, such grievance shall be presented by IUPA's representative, in writing, directly to the Police Chief as in Step III, within fourteen (14) days of the occurrence of the event(s). Where it is applicable to a number of employees, each such employee for whom relief is sought shall be identified in the grievance, provided that no retribution will be taken against those so identified.

17.8 Unless specifically referred to as a calendar day all references to "days" in this Article are defined as days in which City Hall is open for normal business. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.

17.9 Consistent with the provisions of Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. The arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, cause, or require the City to bear any expense, debt, cost or liability which would

result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties, provided that this section shall not apply to the award of any back pay. Any award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18

TRAINING

18.1 The City and the Police Department agree to make a good faith effort to promote classroom type and/or on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

18.2 Where the Department requires an employee to attend weapons training, or qualify with his firearm, the Department will make every reasonable effort to facilitate the employee attending such firearms training during his normal working hours. Should the employee be required to attend the firing range during his off-duty hours, the actual time spent by the employee in acquiring such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

18.3 If the Department requires any employee to attend supervisory training and/or training in specialized police techniques, the Department will make every reasonable effort to facilitate the employee's attending such training during his normal working hours. In the event the Department is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during

his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Police Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than six (6) months, may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence may automatically constitute the resignation of that employee. Holidays, sick leave, annual leave and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary and grade as at the time commencement of leave of absence. An employee on leave of absence for more than 30 days may be required to take and pass the physical examination at City expense, including drug test, then being given to all newly hired police officers before returning to duty (paid status) from the leave of absence.

19.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the Police Chief and the City Manager. Any request for such educational leave must be approved in advance by the Police Chief. The decision of whether or not to grant such educational leave and the determination as to whether such leave will be compensated shall ultimately be in the sole discretion of the City Manager.

An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the City Manager.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be allowed paid leave consistent with Florida Statute §115.07 and City policy. Prior to returning to duty (paid status), the employee must notify the City of any injuries sustained during such leave and may be required to take and pass the physical examination at City expense then given to all newly hired police officers.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf is able to contact

the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

ARTICLE 20
HOLIDAY LEAVE

20.1 The City will recognize the following holidays for employees, modifications to the holiday schedule become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any holidays retroactively:

New Year's Day

Dr. Martin Luther King, Jr.'s Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Veterans Day

One (1) Floating Holiday - as designated by a majority vote of all City employees.

20.2 If an employee works on one of the above recognized holidays, with the exception of the Independence Day holiday, the employee shall receive payment at his regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of twelve (12) hours, at the regular straight time rate.

If an employee works on the Independence Day holiday, the employee shall receive payment at his or her regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of eighteen (18) hours, at the regular straight time rate.

If the holiday falls on an employee's scheduled work day, but the employee chooses to take approved leave (with or without pay) for that day, the employee shall receive holiday pay at the regular straight time rate equal to the number of hours he was scheduled to work (i.e. 8, 10 or 12 hours; for example, if an eight (8) hour shift person works twelve (12) hours on a holiday, that employee would receive twelve (12) hours of holiday pay.)

If the holiday falls on one of the employee's off-duty days, the employee will be paid eight (8) hours pay at the regular straight time rate as holiday pay.

20.3 Employees may choose to apply their holiday benefit to their Compensatory Time Bank; the hours will be applied at the regular straight time rate.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave time after completing six (6) months of employment. Employees shall start to earn Personal Leave time as of their date of appointment as a Police Officer.

21.2 An employee may request payment of scheduled Personal Leave time of forty (40) hours or more in advance of the approved scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave.

21.3 Personal Leave time shall accrue at the following rates for each full calendar month of service:

1st year through 4th year of employment with the City	Twelve (12) hours per month
5th year through 9th year of employment with the City	Fourteen (14) hours per month
10th year through 14th year of employment with the City	Sixteen (16) hours per month
15th year through 19th year of employment with the City	Eighteen (18) hours per month
20 years and over of employment with the City	Twenty (20) hours per month

21.4 Personal Leave must be requested and approved at least 72 hours in advance of scheduled use. Such scheduled Personal Leave time shall be

considered as "time worked" for purposes of computing overtime under Article 22.

21.5 In the event of an emergency, such as personal or family illness, no advance approval of the use of Personal Leave time will be required. In order to maintain service, all bargaining unit members agree that Unscheduled Personal Leave time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave time. Employees shall notify management of an absence prior to the start of any scheduled work period. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes that the use of unscheduled Personal Leave time is being abused, the City will so advise IUPA and the employee of the perceived abuse. If the abuse continues, the City reserves the right to refuse to permit the abusing employee to charge subsequent unscheduled emergency leave to Personal Leave time and any subsequent unscheduled leave will be taken without pay. If there is a dispute of whether there was abuse, that issue shall be subject to Article 17. Unscheduled Personal Leave time is leave that is not approved in advance in accordance with Section 21.4. Unscheduled Personal Leave time is not considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22. Requests for unscheduled personal leave which are not related to an illness or other emergency may be denied by the employee's Supervisor.

21.6 Personal Leave banks cannot exceed 520 hours as of an employee's anniversary date of service. Hours in excess of 520 at an employee's anniversary date, and every anniversary date thereafter, will be automatically forfeited. Exceptions to this automatic forfeiture include employees who are in their final year of employment as stated in 21.8 and unique circumstances approved in advance by the Chief and the Human Resources Director.

21.7 Bargaining Unit members may elect to be paid up to forty (40) hours of accrued Personal Leave on an annual basis. In order to be eligible for such payment, employees must have a minimum of 240 hours in their Personal Leave bank and request to receive such payment at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll immediately preceding the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank as of the date payment is made.

21.8 Upon terminating from the City, any bargaining unit employee with time remaining in their Personal Leave bank will receive full payment for the hours then remaining at termination up to 760 hours. In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime as an officer of the Ormond Beach Police Department. Modifications to calculations for hours of work and overtime become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any hours of work retroactively.

A. The City may elect to designate officers to a 14-day work period pursuant to 7k of the Fair Labor Standards Act. At such time, eighty (80) hours during a two (2) week period shall constitute a normal work period for all officers covered by this agreement. Nothing herein shall guarantee an employee payment for the applicable normal work period as described above unless the employee actually works the assigned work period. Officers will have their starting time adjusted by one hour on the first day of Daylight Savings Time to allow for a normal work schedule on this day. Officers who are required to work an additional hour as a result of Daylight Savings Time will be compensated for the additional hour. For purposes of computing hours worked, scheduled Personal Leave Time under Article 21.4 and Compensatory Time Off will be considered hours worked. Unscheduled Personal Leave Time under Article 21.5 and all other time not worked, whether paid or unpaid, will not be considered as hours worked.

B. Hours worked in excess of designated work period (i.e., eighty (80) hours every two weeks) shall be compensated at the rate of time and one-half (1½) of the employee's regular straight time rate or the employee

will be given compensatory time at a rate of time and one-half the numbers of hours worked at the employee's option. Compensatory time may accrue up to 240 hours during a fiscal year. All hours remaining in the compensatory time bank over 120 hours on September 30th of the fiscal year will be paid out in October.

C. If an employee covered by this Agreement is called out to work or ordered to appear in court at a time outside his normal working hours, he shall receive a minimum of three (3) hours' pay at the rate of time and one-half (1½) his regular straight time rate. If called out again during the three-hour period an employee shall not receive any other compensation. An employee that does not work their assigned normal work period as described in 22.1(a) will be compensated for the call-out at his regular straight time rate. If, an employee covered by this Agreement is called out to work additional hours contiguous with his scheduled work hours, only the hours worked outside the scheduled hours will be compensated at time and one-half. Any meeting outside of an employee's normal work schedule that is scheduled at least seventy-two (72) hours in advance will not be considered as a call out and the employee will be compensated at time and one-half for the amount of time actually worked. All overtime and/or call-outs must be approved by the on-duty supervisor. A sergeant's overtime and/or call-out must be approved in advance by a lieutenant or higher authority.

D. The aforementioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit, and/or County Courts on pending criminal, civil or traffic cases in which the employee is involved as a witness (in his official police capacity),

arresting officer, and/or investigating officer. Any witness fees or any other related fees received in connection with the appearance before any court or for the purpose of giving a deposition shall be turned over to the City. All hours under this section in excess of the three (3) hour minimum will be considered hours worked and be paid at the regular straight time rate or the overtime rate for the time in excess of the designated normal work period.

E. No supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which the member covered by this Agreement has performed work which entitled him to payment of time and one-half. Nothing herein shall restrict the City or the Department from devising work schedules to reduce the amount of overtime, court time or call-out hours worked by an employee covered by this Agreement. The City will not alter normal work schedules or give un-requested time off solely to prevent employees from being paid overtime.

F. Except as otherwise provided in this paragraph, employees covered by this Agreement shall be given seventy-two (72) hours' written notice of any change in their regular hours of work. Further, except for emergency situations, the Department will avoid scheduling an employee to work on continuous shifts. The City will provide employees with two (2) calendar weeks' notice of a permanent shift change and seventy-two (72) hours notice when an employee will be required to work on a holiday when the employee would otherwise be off duty on the holiday. Failure to report for assigned overtime duty may result in disciplinary actions as set for in City of Ormond Beach Human Resources Policy 7.02C.

G. If an employee who is regularly scheduled to work on a holiday is allowed or directed to take a holiday set forth in Article 20, Section 20.1 off and has otherwise worked all his/her regularly scheduled hours of work during the pay period is then directed to work a pre-scheduled special event during the time the employee would otherwise be scheduled off-duty, the employee will be paid time and one-half for all hours worked at the special event without regard to the fact that time off on holidays is not ordinarily counted as time worked for overtime purposes. A "special event" is a pre-scheduled event such as the July 4th fireworks. If the employee works on the scheduled holiday, the employee will be paid time and one-half for the special event if the employee has worked their assigned normal work schedule during the work period.

H. The City and IUPA agree that extra off-duty employment may be authorized by the Police Chief or his designee. All compensation for authorized off-duty employment where the contract is between the third party and the City, will be paid to the City which will, in turn, compensate the off-duty employee performing the services. Workers Compensation under this section will be the responsibility of the third party employer but will be governed by Florida Statute 440.091. Off-duty hours under this section do not count as hours worked or compensated for the purposes of computing overtime. When a request is made for off-duty employment for four or more persons, it is understood that one of the employees will be a corporal or a sergeant, who will be compensated at the rate of time and one-half his/her regular rate of pay. All off-duty employment contracted by the City for the benefit of the employees will be at a three-hour minimum.

I. The aforementioned minimum call-out compensation and other provisions of Paragraph C of this Article shall also apply when the employee is required, at the discretion of the Department, to report to an assembly point (i.e., staging area) during his off-duty hours to await a call to duty.

ARTICLE 23

UNIFORM, CLEANING, CLOTHING, AND EQUIPMENT

23.1 The City will provide, at no cost to the employees, all uniforms required by the Police Department, including but not limited to a handgun, flashlight and batteries, and leather goods to include but not limited to belt, holster, handcuff case, cartridge case, magazines and personal body armor no less than the standard of the currently issued equipment. These vests will be professionally sized by the vendor to each officer and will be replaced as per the manufacturers' specifications. (Example: If the manufacturer states the vest should be replaced every five (5) years, the City would replace them within five years.)

23.2 Any employee who shall receive any breakage or damage to his uniform issued equipment or personal equipment in the line of duty shall have it replaced at no cost to the employee. The use of such personally owned equipment, if in addition to that supplied under Section 23.1, must be approved by the Chief or designee in advance. Requests for replacement of personal equipment under this section must be submitted within seventy-two (72) hours of the damage.

23.3 Sworn police officers who are required to wear non-issue clothing in the course of their job shall receive a clothing allotment of one hundred dollars (\$100) per month. Uniformed employees shall receive a uniform

allowance of thirty dollars (\$30.00) per month for the purpose of the upkeep of uniforms. Payments shall be made on the regularly scheduled pay periods.

23.4 At the start of each shift, the driver will inspect his assigned police vehicle before it goes on the street. If the driver finds any fault in the vehicle which might be construed as a safety hazard, the driver shall inform his or her immediate supervisor. The vehicle will not be returned to duty until the safety hazards are eliminated.

23.5 The City will arrange to have each vehicle thoroughly inspected by a qualified mechanic on a schedule to be determined by the Fleet Operations Department.

23.6 The driver shall check his marked patrol vehicle before it goes on the street. It must have the following equipment in working order: emergency light, siren, loudspeaker, two-way mobile radio, electronic flashlight, first aid kit, fire extinguisher, reflectorized traffic vests and a prisoner cage guard in all vehicles which shall be used to transport prisoners.

23.7 The City will provide employees an annual footwear allowance of \$125.00 payable on the first paycheck in October. No further reimbursement for footwear will be provided. Such footwear must be worn on the job. Officers assigned to motorcycles will continue to be provided appropriate footwear for that assignment in addition to the above footwear allowance.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code.

24.2 A regular employee covered hereunder who is temporarily disabled in the line of duty shall receive paid disability leave, as described in Section B, consisting of full pay and benefits for the period of the temporary disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness based solely on the final determination of compensability made by the State Department of Labor and Employment Security Division of Workers' Compensation and/or the courts, pursuant to the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapters 112 and 440, Florida Statutes, and Chapter 69L, Florida Administrative Code.

B. The authorized treating physician must place the employee on a "no work" status or restrict the release of the employee to return to work for a portion of the regular number of work hours. This status engages the paid disability leave and shall not exceed 720 working hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the 720 working hour period, the employee may petition the City requesting that he be carried in pay status

beyond the 720 working hour period. Upon receipt of such a petition, the City shall convene a panel comprised of the Police Chief, authorized treating physician, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to a proper disposition of the employee's request. A written opinion from the designated physician will be deemed as compliance if said physician is unable or unwilling to meet with the panel. If the designated physician is not willing to provide a written opinion, the Police Chief and Human Resources Director shall make the recommendation to the City Manager. If the City Manager decides not to permit the employee to continue in pay status beyond the 720 working hour period, the employee shall, after utilizing his accrued Personal Leave Time and the employee's sick leave bank, revert to normal workers' compensation benefits. If an employee is temporarily unable to perform modified regular police duties, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in some other City department function as approved by the treating physician.

24.3 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 69L, Florida Administrative Code.

ARTICLE 25

AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the rate established by Florida Statutes. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and place of assignment, whichever is shorter.

25.2 Mileage shall be paid for travel to and from off-duty court appearances if the location is outside of a seven (7) mile radius from the main Police Station.

The seven (7) mile radius will be excluded from computation of total mileage per employee.

Mileage shall not be paid for commuting to and from the regular duty station nor shall mileage be paid for travel to and from off-duty shooting appearances, or education.

25.3 Authorization for use of private vehicles shall be determined by the Police Chief or his designee.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits.

26.2 The City agrees to indemnify all employees against judgments levied against them as a result of their actions while acting in the scope of their employment.

ARTICLE 27
INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be entitled to the same benefit on the same basis provided to other City employees. IUPA agrees during the duration of this agreement there may be changes to the provided insurance plan but a base program will be provided at City expense. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to IUPA of the plans and plan design being considered by the City. IUPA shall be provided the opportunity to give timely input for the City's consideration. Dependent's cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first day of the month following thirty (30) days from the date of employment.

ARTICLE 28

WAGES

28.1 Upon ratification of this Agreement by both parties, employees shall receive wage adjustments as follows. These adjustments are not retroactive to any date preceding ratification of the agreement, unless stated below, and will be calculated sequentially in the order they are listed below.

A. Employees shall receive the greater of a \$1.73 an hour increase, a 3% increase, or brought to the minimum of their position pay range, as recommended in the 2022 Classification and Compensation Study, for the fiscal year beginning October 1, 2022, and ending September 30, 2023. These adjustments are retroactive to October 1, 2022.

B. Effective upon ratification of the agreement, employees shall receive an increase of \$1.00 to their base hourly rate. This increase is effective on the first full payroll period following ratification, and is not retroactive.

C. Employees in the Police Officer pay grade shall receive an increase which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification

and Compensation Study, or a 3% increase, for the fiscal year beginning October 1, 2023, and ending September 30, 2024. Employees in the role of Corporal shall receive a years of service calculation within the Police Officer pay grade for every year employed as a sworn officer and provided a 10% promotional increase in lieu of the calculation provided in the 2022 Classification and Compensation Study. Employees in the role of Sergeant shall receive a years of service calculation within the Police Officer pay grade for every year employed as a sworn officer and provided a 20% promotional increase in lieu of the increase provided in the 2022 Classification and Compensation Study. Time in grade and years of service calculations are based on continuous years of service as a sworn officer with the City of Ormond Beach. These adjustments are retroactive to October 1, 2023.

D. Employees shall receive a 2.5% increase for the fiscal year beginning October 1, 2024, and ending September 30, 2025. This adjustment is effective October 1, 2024, and is not retroactive.

E. All wage increases are subject to performance criteria defined in 28.2.

28.2 An annual performance rating of lower than "Meets Standards" (or equivalent) will disqualify an employee from receiving any of the above described increases. However, an employee so rated will be re-evaluated at

the end of three (3) months and if rated "Meets Standards" (or equivalent) or above at that time, will receive the increase as provided in the above paragraphs effective on the date of the "Meets Standards" or above performance rating during the appropriate fiscal year. A rating of "Unsatisfactory" (or equivalent) at any time may result in discharge. If the initial annual performance rating is less than "Meets Standards" (or equivalent) and is dated on or after July 1 of the contract year, the time to grieve the unsatisfactory rating begins to run on the date that the employee receives the rating. If the initial unsatisfactory rating is dated prior to July 1 of the contract year, the initial conditional or unsatisfactory rating is not grievable. If the re-evaluation, which takes place three months after the initial rating below "Meets Standards" or equivalent, remains unsatisfactory, the initial unsatisfactory or conditional evaluation as well as the unsatisfactory re-evaluation may be grieved. The time to file both grievances begins on the date the employee receives the unsatisfactory rating on the re-evaluation.

28.3 Employees assigned to the midnight shift will receive an additional 5% differential payment for all hours worked. Employees assigned to the day shift will not receive any shift differential. Employees assigned to the Criminal Investigation Unit and Motorcycle Unit will receive an additional 5% special assignment payment for all hours worked. Upon the Special Response Team (SRT) becoming fully operational, officers assigned to the Special Response Team (SRT) will receive an additional 2.5% assignment pay. The Chief shall assign, at the discretion of the Chief, up to ten (10) full time Field Training Officers. The officers assigned as Field Training Officers shall receive an

additional 2.5% special assignment pay. Additional officers, as assigned by Chief as needed, temporarily acting as Field Training Officers will receive an additional 5% special assignment pay while acting in that role.

28.4 Qualified officers who are selected and regularly assigned by the Chief to perform the following additional duties shall receive twenty cents (\$0.20) certification pay per hour added to their base hourly rate, for a maximum of two (2) certification pays. Officers currently receiving special assignment pay (Motors, SRT, CIU, FTO) are limited to receive a maximum of one (1) certification pay. Based on operational needs, the Chief may waive the one certification pay limit for specialty unit officers. Selection for and/or removal from these assignments shall be at the sole discretion of the Chief and is not grievable.

Breath Test Operator (up to 6 officers)

Agency Inspector (up to 1 officer)

Background Investigator (up to 3 officers)

Traffic Homicide Investigator (up to 4 officers)

Firearms Instructor (up to 2 officers)

CVSA Operator (up to 2 officers)

Crisis Negotiator (up to 4 officers)

Agency Instructor (Instructor Techniques) (up to 5 officers)

Student Resource Officer (SRO) (up to 1 officer)

D.A.R.E Instructor (up to 1 officer)

Crime Prevention Officer (up to 1 officer)

ARTICLE 29
DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid, it shall be re-negotiated within sixty (60) days.

ARTICLE 31

ENTIRETY OF THE AGREEMENT

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen nor re-negotiate this Agreement nor any part of this Agreement, except as provided for herein.

ARTICLE 32

EDUCATION

32.1 All members of the bargaining unit will be entitled to the educational benefits according to the City's Education/Training Reimbursement policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 The City agrees that when a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days off. For a death that requires out of state travel, two (2) additional days will be allowed.

A. The City agrees that the "immediate family" shall be defined as: father, mother, spouse, child, step-child, legally-placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren of the employee. If the employee was raised by someone other than one of the persons listed, he may request the leave as though he had been reared by one of the persons listed.

B. The City agrees that bereavement leave will not be charged against Personal Leave Time.

C. For additional bereavement leave, unscheduled Personal Leave Time, Scheduled Personal Leave Time, or Compensatory Time may be granted.

ARTICLE 34

PENSION

34.1 Pension benefits will be paid pursuant to the City of Ormond Beach Code of Ordinances Chapter 16 Article IV.

34.2 The City agrees that the number of years of employment for determining the employee's salary history for calculating normal and disability retirement pension benefits is five (5) years.

34.3 The employee contribution will be 9%.

34.4 An annual maximum of 300 hours of overtime compensation for service earned on or after October 1, 2012 shall be included in employee's retirement calculation.

34.5 The maximum Personal Leave buyout for pension purposes will be equal to the available Personal Leave Hours in an employee's bank on August 21, 2013.

34.6 Employees hired on or before August 21, 2012 will receive a defined benefit plan with a multiplier of 3.3. Employees who entered the plan's DROP program on or before August 21, 2012 will be eligible to receive interest on the DROP accounts at a rate of 6.5% per annum compounded monthly or the actual net rate of return realized by the system. Bargaining

unit members employed by the department on or before the ratification date who have not entered into the DROP as of August 21, 2012 will be eligible to enter the program with an interest rate of 2%.

34.7 Employees hired after August 21, 2012 will receive a defined benefit plan with a 2.75 multiplier. Employees hired after August 21, 2012 will not be eligible to participate in the plan's DROP program. Employees hired after August 21, 2012 will have a 10% lump-sum optional form of retirement benefit. All other lawful provisions of the defined benefit plan for employees hired after August 21, 2012 will be the same as those provided to employees hired on or before August 21, 2012.

34.8 Employees hired before June 1, 2014 will be eligible for normal retirement upon the attainment of age 60 or the attainment of age 55 and completion of 10 years of credited service or the completion of 20 years of credited service. Employees hired on or after June 1, 2014 will be eligible for normal retirement upon the attainment of age 55 and completion of 10 years of credited service or age 52 and completion of 25 years of credited service or age 60.

34.9 Beginning fiscal year October 1, 2023, and until modified by agreement by the parties, Premium tax distribution over and above the amount of \$287,000 become Reserve and will be distributed as it becomes available in the following manner:

A. One-half will be used to reduce unfunded liabilities of the Police Officers' Pension Fund and one-half will be used to create a share plan for existing Police Officers' Pension Fund plan members. The methodology for allocation of funds amongst members as part of the share plan will be based upon a majority vote by the Police Officers' Pension Fund members.

34.10 This article may be reopened by either party at any time after October 1, 2024 as described in Article 36, Terms of Agreement.

ARTICLE 35
MAINTENANCE OF BENEFITS

35.1 This Agreement shall not deprive any employee of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Ormond Beach or personnel rules and regulations of Ormond Beach, Florida, in effect as of October 1, 2001, unless abridged by this contract.

35.2 The City agrees that all previously published and approved job benefits heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall continue in full force and effect unless the City first notifies the union of any proposed changes and the union is given the opportunity to bargain over such proposed changes.

35.3 Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

35.4 The City will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

ARTICLE 36
TERMS OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, 2025.

36.2 This Agreement will remain in full force and effect until its successor is ratified and implemented.

36.3 The Police Pension board actuary will be commissioned to perform a study to determine the long-term pension costs using wages in effect during the second year of the contract period (October 2023-September 2024). At any time after October 1, 2024¹ and upon completion of the study, either party may notify the other party it wishes to reopen the Agreement to negotiate changes to Article 34 Pension. Once that notice, which must be in writing and must be delivered to the parties' lead negotiator, is given, the parties will commence bargaining as promptly as reasonably practicable based on each parties' availability where they may negotiate an agreement to make changes to pension plans to be offered to employees per Article 34 Pension. The parties will make a good faith effort to commence, conduct, and conclude negotiations as expeditiously as possible. In the event of an impasse either party may invoke applicable impasse procedures allowable as set forth in Florida Statute Ch. 447.

¹ October 1, 2024 is the date following the FY period through which the City's actuarial report will be based upon.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OR ORMOND BEACH:

Mayor Bill Partington

_____/_____/_____
Date

Joyce Shanahan, City Manager

_____/_____/_____
Date

FLORIDA STATE FRATERNAL ORDER OF POLICE, INC:

Greg Cook, IUPA Staff Representative

_____/_____/_____
Date

Rhett Summerlot, President

_____/_____/_____
Date



ORMOND BEACH POLICE DEPARTMENT

Robert J. Godfrey, Chief of Police



MEMORANDUM

To: Officer
From: Chief Robert J. Godfrey
Date: [Click here to enter a date.](#)
Subject: [Click here to enter subject text.](#)

Pursuant to the provisions of Section 112.532, Florida Statutes, Article 13 of the City of Ormond Beach Police Officer's Collective Bargaining Agreement, The City of Ormond Beach Human Resource Policy and the Departmental Standards Directive A-3-23, you are hereby informed that the Department is conducting an administrative investigation into an incident involving:

The following Ormond Beach Police Department policy(s) may be applicable to this complaint:

Per Section 112.325(1c), Florida Statutes, you are informed that (Your Rank and Name) has been assigned to conduct this investigation.

Per Section 112.533(2a2), Florida Statutes, you may review all written statements, if any, made by the complainant or witnesses immediately prior to the beginning of your investigative interview.

Per Section 112.533(4), Florida Statutes, any person involved in this investigation who willfully discloses any information in reference to the nature or context of this investigation, before such investigation has become public record, commits a misdemeanor of the first degree.

(Your Rank and Name) will advise you in writing of the date and time of your scheduled investigative interview. You will be entitled to representation of your choice thereat in accordance with Section 112.532(1), Florida Statutes.

You are entitled to all the rights and protections afforded to you in FS 112.532 the Police Officer's Bill of Rights, Ormond Beach Police Department Standards Directive A-3-23, and the current labor contract.

Receipt: I, the undersigned, do hereby acknowledge receipt of the foregoing this

_____ day of _____, 201_____

Officer: _____ Witness: _____

Print Name

Print Name



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.X

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Economic Development - Other		
Department:	Economic Development		
Subject:	Renewal of the Ormond Beach State Legislative Services		
Summary:	Legislative services are provided to the City Commission by Metz, Husband & Daughton, PA (MHD). They have worked with and advocated for the City on various legislative and governmental affairs issues, including but not limited to: 1. Worked with City staff, the Governor's Office along with Representative Tom Leek, Senator Travis Hutson and other members of the Volusia Delegation to work on the City's Legislative Priorities for the Fiscal Year (FY) 2023. The City received approximately \$9 million dollars in legislative appropriations for water quality projects and community & economic development projects. 2. Worked with the City Manager and staff to review and develop legislative priorities. 3. Worked closely with the Florida League of Cities on legislative issues. 4. Lobbied legislators in support of local government issues and in opposition to anti-local government issues. 5. Provided frequent and customized reports (weekly during Committee Weeks and Session). 6. Provided reports as needed via telephone and email on time-sensitive matters. 7. Promptly responded to City questions and requests.		
Financial Impact:	The fee for services for FY 2023-2024 is \$35,000, with funding available in the General Fund.		
Citizen Impact:	Continuing this contract provides the City with professional lobbying		

	expertise to assist in acquiring funding for various projects that meet the goals and objectives of Ormond Beach citizens.
Recommended Action (Staff, Advisory Board and/or Other):	This item serves as public notification of the intent to renew the contract, unless otherwise directed.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. RES NO 2021-183 Contract
Approval:	Kelly McGuire, Finance Director 8/3/2023 Claire Whitley, Assistant City Manager 9/22/2023 Joyce Shanahan, City Manager 9/28/2023

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Metz, Husband & Daughton, P.A.** (“Contractor”), a Florida corporation, 119 South Monroe Street, Suite 200, Tallahassee, Florida and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (“State of Florida Legislative Lobbying Service”, RFP No. 2021-20) dated September 1, 2021, attached hereto as Exhibit “A” and the Proposal dated September 21, 2021, attached hereto as Exhibit “B”, are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement will be for one (1) year and may be renewed for three (3) additional one-year terms upon mutual agreement of the parties thereto.
3. **Consideration.** Contractor shall perform the services at the prices set forth in the attached exhibits. The City shall pay to Metz, Husband & Daughton P.A., \$35,000 annually, in quarterly installments of \$8,750. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth in the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) Contractor may terminate this agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor
Douglas S. Bell
Metz, Husband & Daughton, P.A.
Post Office Box 10909
Tallahassee, Florida 32302

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 16 day of November, 2021.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Taylor
Print Name: Taylor Lockert

By: Joyce Shananah
JOYCE SHANAHAN
City Manager



DATED this 10th day of November, 2021.

Witnesses:

METZ, HUSBAND & DAUGHTON, P.A.

Darla Gale Maisters
Print Name: Darla Gale Maisters

By: [Signature]
Print Name: Douglas S. Bell
Title: Attorney

Abigail Rutledge
Print Name: Abigail Rutledge

Attest: [Signature]
Print Name: JAMES R. DAUGHTON, Jr.
Title: Shareholder



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.Y

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Economic Development		
Subject:	2024 City of Ormond Beach Legislative Action Agenda		
Summary:	The City's legislative priorities for Fiscal Year 2024 focus on the City's commitment to public safety and disaster preparedness, resiliency and stormwater improvements, and greenspace and environmental stewardship. The following legislative action items are recommended for consideration: <u>Public Safety & Disaster Preparedness</u> The City seeks support for the relocation of the Ormond Beach Police Department and Emergency Operations Center in order to better respond during natural disasters and provide state of the art facilities for public safety officers, providing for the safety of its residents. The current location of the Police Station is not ideal during Hurricanes since it is located within the storm surge for a Category 3 and higher forecasted hurricane. This means in the event of a Cat 3 Hurricane, or higher rated storm, the City would need to relocate the Police and EOC operations center. Loss of either of these facilities would directly interfere with the City's ability to deliver critical safety and operational services. Therefore, aligned with the strategic priorities of the City Commission, the City will pursue support for the design and construction of a co-located facilities to better serve the residents. Total cost for the Design and Permitting of the facility is \$2,903,750; Legislative Ask is \$1,451,875. <u>Storm Water Improvements between Sanchez to SR40 from Ridgewood to River</u> This 200 acre area of the City is approximately located between Sanchez Avenue and West Granada Boulevard (State Road 40), west of the Halifax River and east of Ridgewood Avenue. There are locations throughout this area that experience flooding due to undersized infrastructure (both pipe sizes and inlet capacity). This		

	project would conduct a flood study with hydraulic analysis to confirm the level of service of existing infrastructure, and identify undersized infrastructure associated with the drainage systems in this area. Total cost of the study is \$450,000.00; Legislative Ask is \$225,000. Greenspace and Environmental Stewardship Central Park consists of four parks of nearly 150 acres offering a variety of recreational activities. An existing island, west of the Environmental Discovery Center, is a prime location for the first-of-its-kind outdoor encounter area. The proposed project will connect this island with two wooden land bridges that will provide connectivity to the existing concrete trail system, allowing for better pedestrian access within the park and eliminate a dead-end trail north of Division Avenue. The concrete trail/elevated boardwalk will provide connectivity from the EDC to the existing elevated wooden walkway to the east where an amphitheater is planned. The Parks and Recreation master plan identified that 69 percent of Ormond Beach residents want more walking and hiking nature trails. The attached Central Park trail system map, expands this idea by incorporating a 10' wide concrete primary trail which will connect to the existing north and south trails. Future secondary trail systems will branch off the primary, which will include boardwalk overlooks and other outdoor amenities. The total cost for Study and Construction is \$1,000,000; Legislative Ask is \$333,334.						
Financial Impact:	No budget impact at this time. The projects identified are part of the City's five-year capital plan and are already being considered for funding in future years. Should funding be made available through the legislative session, an evaluation will be made on the allocation of funds to complete the project.						
Citizen Impact:	The legislative action agenda advocates improved water quality and conservation, economic development enhancements, public safety and disaster preparedness. Advocacy and any funding made available for projects will have a positive impact on the citizens.						
Recommended Action (Staff, Advisory Board and/or Other):	Approval of the above outlined legislative initiatives.						
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266						
Attachments:							
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>10/5/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>10/9/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>10/11/2023</td> </tr> </table>	Kelly McGuire, Finance Director	10/5/2023	Claire Whitley, Assistant City Manager	10/9/2023	Joyce Shanahan, City Manager	10/11/2023
Kelly McGuire, Finance Director	10/5/2023						
Claire Whitley, Assistant City Manager	10/9/2023						
Joyce Shanahan, City Manager	10/11/2023						



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.Z

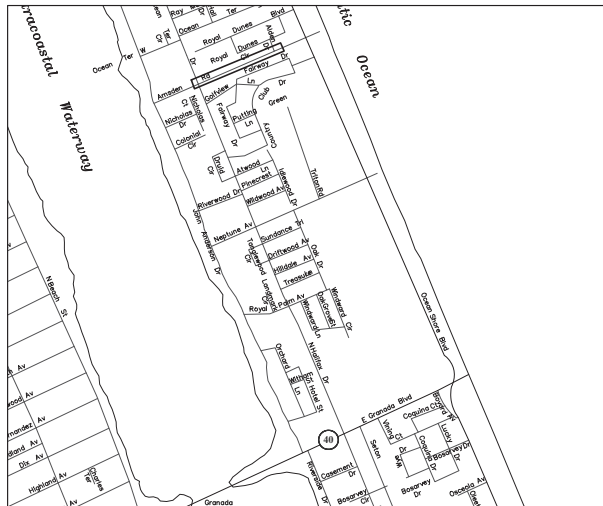
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - Amsden Road Drainage Abandonment		
Summary:	Annually, the Capital Improvement Plan (CIP) allocates funds through the Stormwater Construction Project to address localized stormwater flooding, conveyance and water quality issues. In Fiscal Year (FY) 2023-2024, \$300,000 was allocated to address smaller scale projects that are able to be designed, bid, and constructed in the same FY. The Amsden Road drainage abandonment project is one such project that will be constructed under this CIP item to improve the condition of a previously abandoned stormwater drainage pipe along Amsden Road. This particular drainage pipe was replaced and upsized in 2002, and the previous pipe was abandoned, but not removed. Due to the age of the abandoned stormwater drainage pipe, the pipe has begun to collapse in areas, causing depressions in the roadway. This project will better secure the abandoned pipe and prevent any further damage to the adjacent roadway.		
Financial Impact:	This project was included in the FY 2023-2024 budget within Fund 107 - Stormwater (Stormwater Construction).		
Citizen Impact:	The citizen impacts from construction will be minimized to the extent practicable. These improvements will provide for better road conditions and minimize future road repairs by preventing further depressions from forming.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the Commission.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Attachments:	1. AMSDEN RD DRAIN ABANDON DRAWINGS 2. Amsden Road Drainage Abandonment Bid Manual
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/10/2023 Joyce Shanahan, City Manager 10/10/2023

CITY OF ORMOND BEACH

AMSDEN ROAD DRAINAGE ABANDONMENT BID NO. 2024-08

 = SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET
2	PLAN & PROFILE
3	PLAN & PROFILE

MAYOR

BILL PARTINGTON

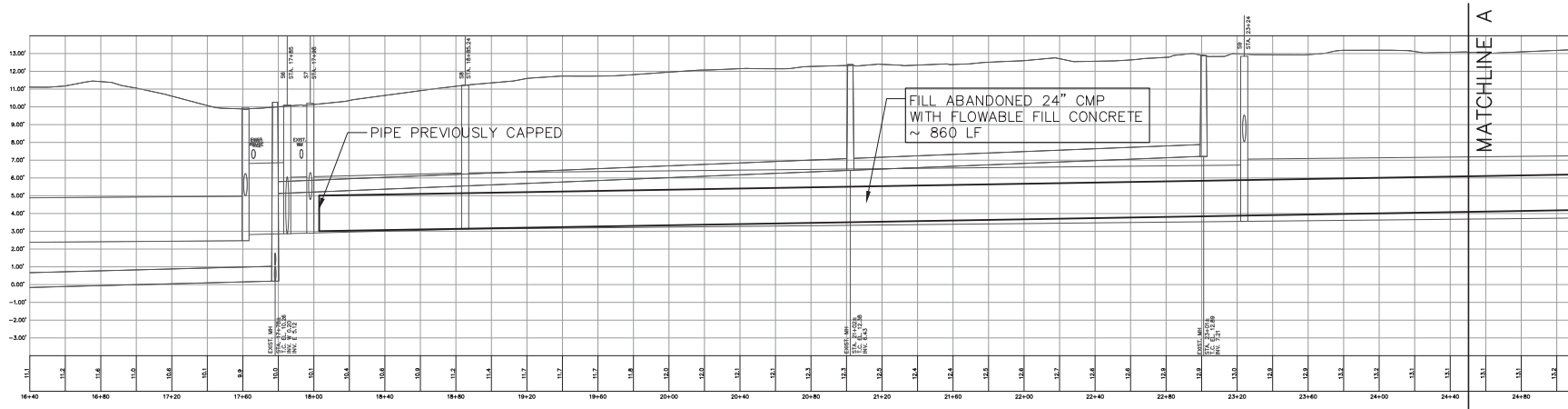
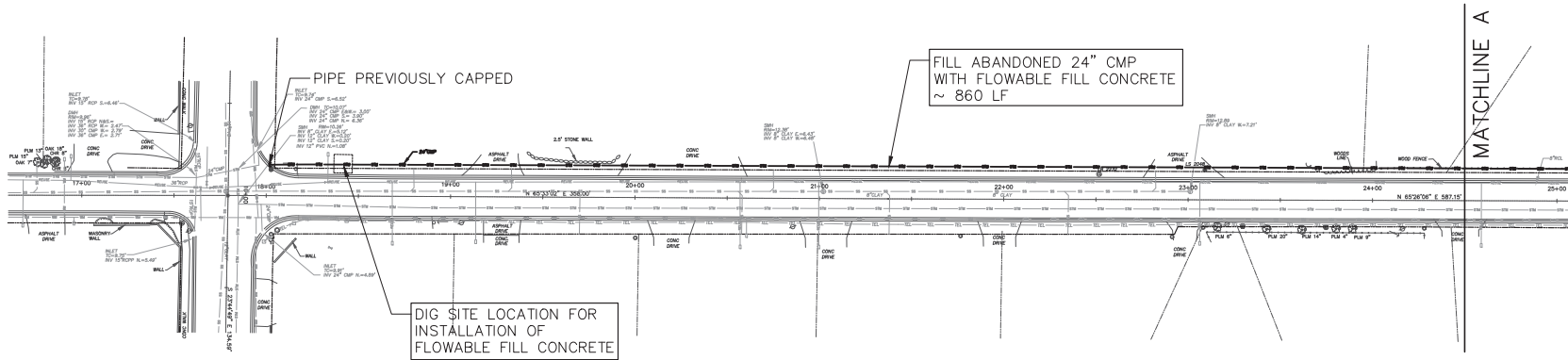
COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT ZONE 2

SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN



DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

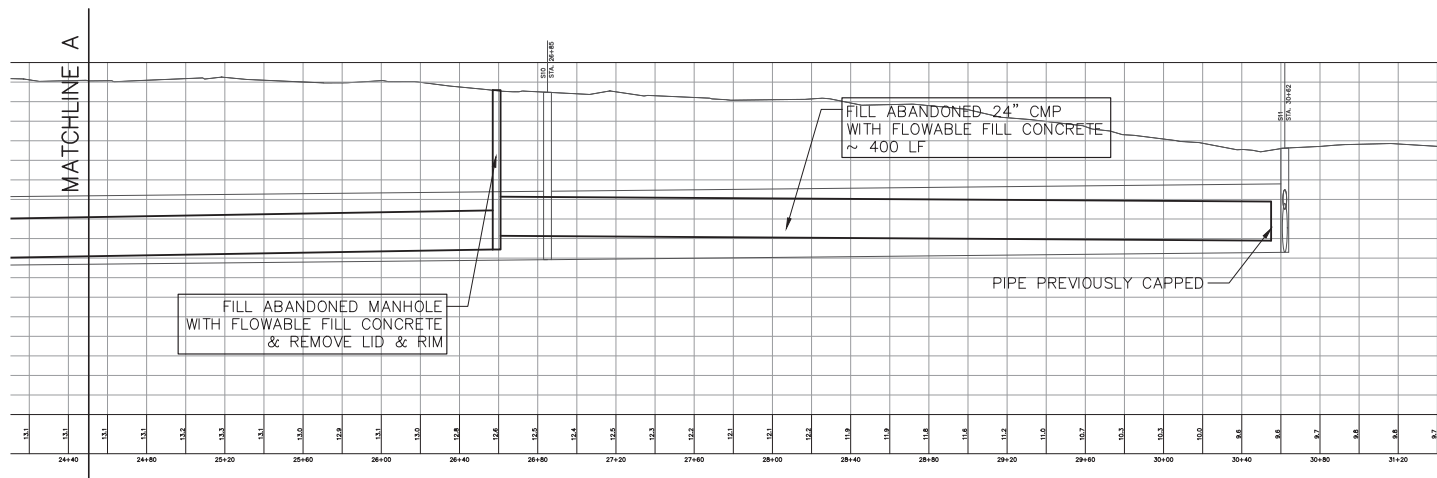
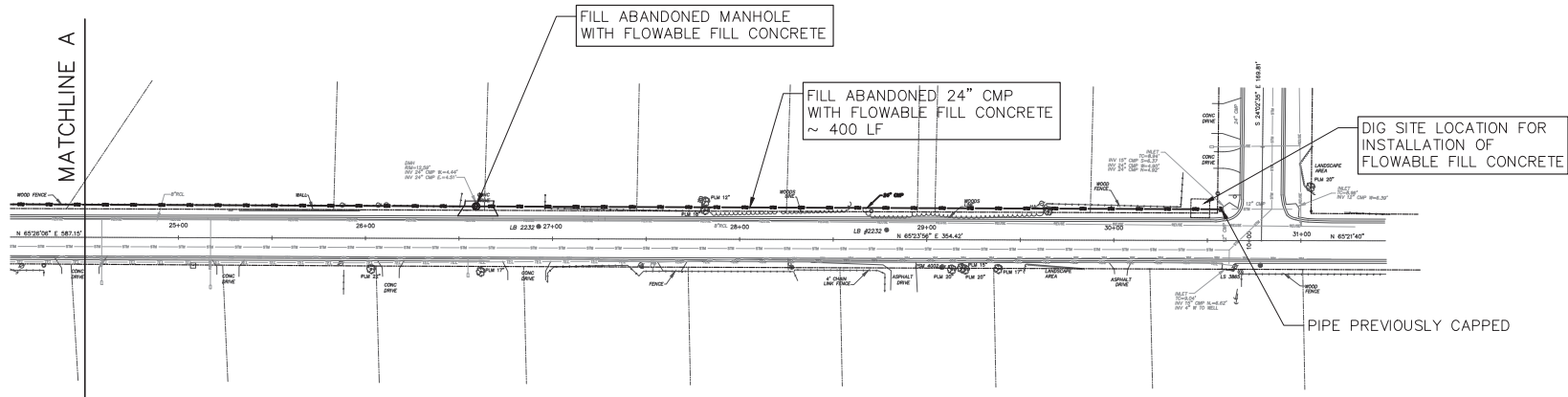
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

AMSDEN ROAD DRAINAGE
ABANDONMENT

PLAN & PROFILE

DATE: 8/18/23 PROJECT NO.: 2024-08
SCALE: 1"=20' FILE NAME:
DRAWN BY: MC SHEET: 2 of 3



DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

AMSDEN ROAD DRAINAGE ABANDONMENT

PLAN & PROFILE

DATE: 8/18/23	PROJECT NO.: 2024-08
SCALE: H=1"=30' V=1"=3'	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 3

AMSDEN ROAD DRAINAGE ABANDONMENT

Bid No. 2024-08



City of Ormond Beach

Project Manual

October 2023

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

**22 South Beach Street
Ormond Beach, Florida 32174**

Amsden Road Drainage Abandonment 2024
Ormond Beach, Florida

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Amsden Road Drainage Abandonment 2024
Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **AMSDEN ROAD DRAINAGE ABANDONMENT, Bid No. [2024-08]** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **Tuesday, November 28, 2023 at 2:00 PM**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Structurally securing 1,300 linear feet of 24-inch storm pipe by means of filling with either grout or a flowable fill material. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **Monday, November 6, 2023 at 9:00 AM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **Monday, November 13, 2023 at 5:00pm**.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID 2024-08

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **AMSDEN ROAD DRAINAGE
ABANDONMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-08

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>
_____	_____
_____	_____
_____	_____
_____	_____

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

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Access Pipe	2	LS		
4	Flowable Fill	175	CY		
5	Sod and Surface Restoration	1	LS		

TOTAL BID

\$_____

(Figures)

(Words)

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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 (\$ 300.00) 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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or “Tie” Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name (signature)

Date

Name (typed or printed)

Title

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

END OF BID

00300-15

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **AMSDEN ROAD DRAINAGE ABANDONMENT (Bid No. 2024- 08)** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of: Structurally securing 1,300 linear feet of 24-inch storm pipe by means of filling with either grout or a flowable fill material.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

AMSDEN ROAD DRAINAGE ABANDONMENT

Bid No. 2024-08

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **60** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **90** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three-Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion,

if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the Lump Sum TOTAL BID of \$ _____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

AMSDEN ROAD DRAINAGE ABANDONMENT

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 3 sheets numbered 1 through 3 inclusive and bearing the following general title:

AMSDEN ROAD DRAINAGE ABANDONMENT

7.9 Addenda numbers ____ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ____ , inclusive) marked exhibit ____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**Amsden Road Drainage Abandonment
Bid No. 2024-08**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**Amsden Road Drainage Abandonment
Bid No. 2024-08**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2023.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

- 16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **AMSDEN ROAD DRAINAGE ABANDONMENT**
Bid Number 2024-08

The work generally consists of: furnishing and installing flowable fill into a 24-inch stormdrain pipe, ensuring the entire length of pipe has been consistently filled.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, Unit Price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
Copy of local business tax receipt (where your business is located)
Copy of State License (if applicable)
Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work

on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Mobilization/Demobilization

Measurement: Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations.

The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Bid Item No. 2 Temporary Traffic Control

Measurement: Maintenance of traffic shall include furnishing all plant, labor, materials and equipment in good condition and of high quality necessary to provide the maintenance of traffic (MOT) required by the Florida Department of Transportation and the City of Ormond Beach and to provide all other maintenance of traffic required as shown in the Contract Documents, including electronic message signs, detour routes, notifications, etc. as required by the City of Ormond Beach Traffic Division.

Payment: Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
10	25
25	50
50	75
75.	100

Bid Item No. 3 Access Drainage Pipe

Measurement: Measurement under this item shall be excavating to the pipe in areas necessary to evenly distribute fillable flow throughout the drainage pipe.

Payment: Payment of the applicable Lump Sum cost shall be full compensation for furnishing all plant, labor, materials and equipment necessary to accessing the drainage pipe.

Bid Item No. 4 Flowable Fill

Measurement: Measurement for the complete furnishing and installing of the flowable fill into the stormdrain pipe will be on a cubic yard basis. Drainage pipe shall be filled using a flowable fill that fills the pipe completely, free of blockages or air pockets.

Payment: Payment for the fill and abandonment of the drainage pipe shall be full compensation for furnishing all labor, equipment and materials required for or incidental to the work.

Bid Item No.5 Sod and Surface Restoration

Payment: Payment shall be made at the applicable lump sum price shall be full compensation for all plant, labor, materials and equipment necessary for restoration of the site to preconstruction conditions. Work shall include all sod and surface restoration within the project area including grading of disturbed areas within the right- of-way or within the area

disturbed by construction, outside of the pavement; repair and replacement of residential sprinkler system piping and sprinkler heads disturbed by construction. Work shall also include removal and replacement of mail boxes, and yard lights disturbed by construction as well as removal and replacement of any wooden, metal, or plastic fencing disturbed by construction.

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

- 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

- 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- #### **A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in**

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 7.AA

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, October 2023		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Financial Status Report - September 2023 2. Capital Improvements Projects, Status Report - October 2023 3. Economic Development Report - September 2023 4. Development Activity Report - September 2023 5. Building Permit Activity - September 2023		
Approval:	Kelly McGuire, Finance Director 10/5/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023		



Preliminary Monthly Financial Status Report September 2023

(This is a preliminary report for September 2023. The final period of fiscal year 2023 is September and closing entries will be made to this period until the financial records are closed. Prior year financial records are closed February each year when the auditing firm present their findings to the City Commission)

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 100% benchmark is favorable, while expenses at or below the 100% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	41,522,489	37,679,780	91%	39,564,763	95%
104 - Community Redevelopment	1,437,353	1,542,300	107%	303,799	21%
106 - Ormond Crossing	296,171	319,398	108%	-	0%
107 - Stormwater	2,525,500	2,711,850	107%	2,088,197	83%
108 - Airport	288,998	1,079,495	374%	1,222,687	423%
109 - Local Law Enforcement Trust Fund	-	51,107	0%	11,850	0%
110 - Economic Development Fund	1,112,000	308,471	28%	8,333	1%
113 - Pension Contribution Pass Through	800,000	506,572	63%	506,572	63%
115 - Recreation Facility Fee	50,275	138,588	276%	28,789	57%
116 - Grant Fund	-	1,708	0%	131,056	0%
205 - Financing Debt Service	651,688	648,000	99%	566,738	87%
210 - Debt Service GOB 2003	118,674	22,273	19%	112,991	95%
211 - Debt Service 2005 CIP Note	162,202	156,996	97%	157,196	97%
220 - Debt Service GOB 2010	352,327	354,408	101%	361,004	102%
301 - General Capital Improvement	2,190,745	1,601,739	73%	1,915,467	87%
302 - General Equipment & Vehicle	347,000	222,710	64%	296,088	85%
305 - Public Safety Vehicle & Equip	934,000	653,196	70%	1,144,788	123%
308 - Transportation	2,262,489	1,572,933	70%	1,508,104	67%
310 - Recreation Impact Fee	215,000	39,085	18%	264	0%
316 - Local Roads Impact Fee	89,000	51,690	58%	264	0%
317 - Facilities Renewal & Replacement	506,470	589,188	116%	429,926	85%
318 - Stormwater Impact Fee	50,000	32,536	65%	264	1%
401 - Water/Wastewater Operating Fund	24,001,431	21,862,078	91%	23,078,326	96%
408 - Water/Wastewater E&V Fund	368,000	166,444	45%	-	0%
409 - Water/Wastewater Capital	9,494,412	3,971,435	42%	2,245,801	24%
414 - Water/Wastewater Consolidated Debt	4,753,500	4,743,504	100%	4,739,926	100%
433 - Reuse Impact Fee Fund	850,000	6,302	1%	74,918	9%
434 - Water Impact Fee	725,000	521,841	72%	145,369	20%
435 - Wastewater Impact Fee	4,300,000	559,960	13%	113,987	3%
460 - Solid Waste	9,827,200	10,797,919	110%	13,177,722	134%
502 - Workers Compensation	801,612	793,793	99%	697,598	87%
504 - General Liability	1,460,253	1,555,541	107%	1,640,756	112%
Total	\$ 112,493,789	\$ 95,262,838	85%	\$ 96,273,543	86%

The airport fund has revenue and expense impacts from FAA grants.

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$14.5 million and is based on the taxable value (\$4.6 billion) and the General Fund operating millage (3.761). Actuals to date are \$14.4 million or 99.2% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$4.3 million.

Communication Taxes – Communication service taxes received to date are \$1.4.

Business Tax –Business tax collections amounted to \$233,219. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through September 2023 are \$4.2 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through September 2023, the City received a total of \$5 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received \$1.08 million in this category through September.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$63,681.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$2.2 million.

Transfers In –Transfers have been recorded in the amount of \$4.8 million

Financial Status Report: September 2023

General Fund Revenues - September 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Property Tax	\$ 14,504,485	\$ 14,382,874	\$ 121,611	99.2%	\$ 13,313,723	\$ 1,069,151	8.03%
Utility Taxes	4,260,000	4,277,826	(17,826)	100.4%	4,083,033	194,793	4.77%
Communication Tax Receipts	1,590,000	1,438,193	151,807	90.5%	1,350,932	87,261	6.46%
Business Tax	283,500	233,219	50,281	82.3%	265,231	(32,012)	-12.07%
Licenses, Permits & Fees	4,654,350	4,201,669	452,681	90.3%	4,291,296	(89,628)	-2.09%
Intergovernmental	4,890,300	5,040,655	(150,355)	103.1%	4,855,935	184,720	3.80%
Charges for Services	968,000	1,076,752	(108,752)	111.2%	1,049,279	27,473	2.62%
Fines & Forfeitures	73,000	63,681	9,319	87.2%	58,731	4,950	8.43%
Miscellaneous Revenues	3,434,319	2,185,803	1,248,516	63.6%	2,023,426	162,377	8.02%
Transfers In	4,779,108	4,779,108	-	100.0%	4,669,680	109,428	2.34%
Use of Fund Balance	2,085,427	-	2,085,427	0.0%	-	-	0.00%
	\$ 41,522,489	\$ 37,679,780	\$ 3,842,709	90.7%	\$ 35,961,266	\$ 1,718,514	4.78%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
Penland Property Purchase	\$158,000.00	8/16/2022	Resolution 2022-17
Fire Station 91 Generator	\$80,942.00	1/24/2023	Resolution 2023-39
SONC Backboards	\$90,000.00	1/10/2023	Resolution 2023-21
Police and Fire Impact Study	\$31,500.00	10/5/2022	Resolution 2022-121
Performing Art Center Lobby	\$407,000.00	3/21/2023	Resolution 2023-64
Telecommunication Evaluation	\$52,000.00	4/18/2023	Resolution 2023-79

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$26.5 million of the General Fund gross budget. Expenditures through September 2023 were \$25.7 million or 97.2% of the budget amount.

Operating Expenditures - This category includes \$12 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through September 2023, \$11.3 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$208,414. \$204,150 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2.2 million with \$2.2 million made through September 2023.

Financial Status Report: September 2023

General Fund Expenditures - September 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
City Commission	\$ 393,342	\$ 405,832	\$ (12,490)	103.2%	\$ 369,173	\$ 36,660	9.93%
City Administration	750,099	706,617	43,482	94.2%	664,331	42,286	6.37%
Support Services	458,818	427,518	31,300	93.2%	450,433	(22,915)	-5.09%
City Attorney	861,962	866,815	(4,853)	100.6%	827,622	39,193	4.74%
Legislation & Policy	2,464,221	2,406,783	57,438	97.7%	2,311,559	95,224	4.12%
Finance	1,081,904	1,055,150	26,754	97.5%	949,315	105,834	11.15%
Information Technology	1,140,518	1,081,943	58,575	94.9%	851,625	230,318	27.04%
Human Resources	505,117	590,585	(85,468)	116.9%	439,143	151,442	34.49%
Planning	711,727	694,355	17,372	97.6%	638,563	55,792	8.74%
Building Inspections	1,163,670	1,080,892	82,778	92.9%	1,014,761	66,131	6.52%
Police Administration	1,098,183	916,066	182,117	83.4%	934,343	(18,277)	-1.96%
Police Operations	6,871,060	6,737,107	133,953	98.1%	6,115,256	621,851	10.17%
Community Outreach	587,579	552,389	35,190	94.0%	523,018	29,371	5.62%
Criminal Investigations	1,491,988	1,295,313	196,675	86.8%	1,284,668	10,645	0.83%
Community Services	438,297	420,794	17,503	96.0%	392,832	27,962	7.12%
Records	194,023	157,993	36,030	81.4%	174,666	(16,673)	-9.55%
Neighborhood Impr.	460,629	410,092	50,537	89.0%	368,797	41,295	11.20%
Police	11,141,759	10,489,754	652,005	94.1%	9,793,581	696,173	7.11%
Fire	6,731,586	6,947,595	(216,009)	103.2%	6,935,546	12,049	0.17%
Streets	2,525,485	2,291,920	233,565	90.8%	2,299,604	(7,685)	-0.33%
Engineering	1,201,983	1,108,995	92,988	92.3%	1,079,007	29,988	2.78%
Fleet	1,908,683	1,858,542	50,141	97.4%	1,653,971	204,571	12.37%
Public Works	5,636,151	5,259,456	376,695	93.3%	5,032,583	226,874	4.51%
Economic Development	400,799	376,712	24,087	94.0%	350,383	26,328	7.51%
Building Maintenance	928,047	983,919	(55,872)	106.0%	845,830	138,088	16.33%
Administration	795,835	657,710	138,125	82.6%	709,101	(51,391)	-7.25%
Nova Recreation	350,757	389,370	(38,613)	111.0%	326,655	62,715	19.20%
S. Ormond Neigh. Center	369,318	377,222	(7,904)	102.1%	271,615	105,607	38.88%
Athletic Fields Mnt.	1,586,785	1,375,482	211,303	86.7%	1,360,035	15,447	1.14%
Parks	2,445,146	2,326,994	118,152	95.2%	2,405,505	(78,511)	-3.26%
Environmental Learning	176,349	206,078	(29,729)	116.9%	158,994	47,083	29.61%
The Casements	357,694	330,440	27,254	92.4%	281,543	48,897	17.37%
Performing Arts Center	301,196	295,475	5,721	98.1%	283,849	11,626	4.10%
Senior Center	99,637	89,598	10,039	89.9%	82,204	7,394	8.99%
Community Events	252,034	212,916	39,118	84.5%	205,113	7,803	3.80%
Leisure Services	7,662,798	7,245,203	417,595	94.6%	6,930,446	314,758	4.54%
Grants & Aid*	91,528	90,007	1,521	98.3%	109,607	(19,600)	-17.88%
Transfers	2,246,345	2,246,328	17	100.0%	4,214,105	(1,967,777)	-46.70%
Contingency	544,366	-	544,366	0.0%	-	-	0.00%
Total	\$ 41,522,489	\$ 39,564,763	\$ 1,957,726	95.3%	\$ 39,571,217	\$ (6,454)	-0.02%

**Financial Status Report:
September 2023**

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$911,308 with \$951,005 collected year to date. The City's budgeted contribution is \$525,545.

Expenditures – A total of \$303,799 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - September 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	911,308	951,005	(39,697)	104.4%	937,804	13,202	1.4%
Miscellaneous	500	65,755	(65,255)	13151.0%	4,944	60,811	1229.9%
Transfers In	525,545	525,540	5	100.0%	523,942	1,598	0.3%
Use of Fund Balance		-	-	0.0%	-	-	0.0%
	\$ 1,437,353	\$ 1,542,300	\$ (104,947)	107.3%	\$ 1,466,690	\$ 75,611	5.16%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Planning	\$ 66,050	\$ 70,514	\$ (4,464)	106.8%	\$ 65,970	\$ 4,544	6.9%
Public Works	148,961	39,032	109,929	26.2%	46,542	(7,510)	-16.1%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	184,500	194,253	(9,753)	105.3%	183,100	11,153	6.1%
Contingency	837,842	-	837,842	0.0%	-	-	0.0%
	\$ 1,437,353	\$ 303,799	\$ 1,133,554	21.1%	\$ 295,612	\$ 8,186	2.77%

**Financial Status Report:
September 2023**

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.5 million with \$2.7 million received through September 2023.

Expenditures – The budget for stormwater expenses is \$2.5 million with \$2.1 million spent to date. Transfers of \$221,604 have been made year to date.

Stormwater Fund Revenues - September 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	2,595,687	(70,687)	102.8%	2,566,974	28,713	1.12%
Miscellaneous	500	116,163	(115,663)	23232.5%	13,760	102,403	744.21%
Intergovernmental	-	-	-	0.0%	335,628	(335,628)	-100.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,525,500	\$ 2,711,850	\$ (186,350)	107.4%	\$ 2,916,362	\$ (204,513)	-7.01%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Maintenance	2,208,419	1,866,557	341,862	84.5%	2,168,473	(301,915)	-13.92%
Engineering Support	\$ 74,939		\$ 74,939	0.0%	\$ -	\$ -	0.00%
Transfers Out	221,640	221,640	-	100.0%	197,307	24,333	12.33%
Contingency	20,502	-	20,502	0.0%	-	-	0.00%
	\$ 2,525,500	\$ 2,088,197	\$ 437,303	82.7%	\$ 2,365,780	\$ (277,582)	-11.73%

Financial Status Report:
September 2023

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.9 million with \$21.4 million collected year to date. The revenue also includes \$425,892 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$12.6 million with \$11.7 million expended to date. The budget also includes \$11.4 million in transfers.

Water/Wastewater Fund Revenues - September 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,930,000	\$ 21,351,735	\$ (421,735)	102.0%	\$ 20,537,843	\$ 813,892	3.96%
Miscellaneous	15,000	84,451	(69,451)	563.0%	29,044	55,408	190.77%
Transfers In	425,887	425,892	(5)	100.0%	350,055	75,837	21.66%
Intergovernmental	-	-	-	0.0%	16,322	(16,322)	0.00%
Use of Fund Balance	2,630,544	-	2,630,544	0.0%	-	-	0.00%
	\$ 24,001,431	\$ 21,862,078	\$ 2,139,353	91.1%	\$ 20,933,264	\$ 928,814	4.44%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Utility Billing	\$ 2,467,103	\$ 1,767,236	\$ 699,867	71.6%	\$ 1,694,390	\$ 72,846	4.30%
Water Production	3,803,802	3,800,306	3,496	99.9%	3,057,709	742,597	24.29%
Water Distribution	1,431,645	1,440,039	(8,394)	100.6%	1,133,962	306,076	26.99%
Wastewater Treatment	3,352,389	3,423,864	(71,475)	102.1%	2,945,666	478,198	16.23%
Wastewater Collection	1,591,328	1,291,713	299,615	81.2%	1,236,708	55,004	4.45%
Transfers Out	11,355,164	11,355,168	(4)	100.0%	10,590,758	764,410	7.22%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 24,001,431	\$ 23,078,326	\$ 923,105	96.2%	\$ 20,659,194	\$ 2,419,132	11.71%

Financial Status Report:
September 2023

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$2.1 million in franchise fees and \$8.7 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$13 million. This has seen a tremendous increase over this time in prior year due to hurricane Ian. Hurricane Ian has accounted for \$1.6 million within this fund thus far. The remainder of the variance was due to a mid- year increase from Waste Pro.

Solid Waste Fund Revenues - September 2023

	Final	YTD	\$	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2022-23</u>	<u>Variance</u>	<u>Budget</u>	<u>FY 2021-22</u>	<u>Variance</u>	<u>Variance</u>
Franchise Fees	\$ 1,648,000	\$ 2,131,218	\$ (483,218)	129.3%	\$ 1,597,532	\$ 533,686	33.41%
User Fees	8,178,200	8,680,509	\$ (502,309)	106.1%	8,327,762	352,747	4.24%
Miscellaneous	1,000	(13,807)	\$ 14,807	-1380.7%	2,289	(16,096)	-703.30%
Intergovernmental	-	-	\$ -	0.0%	2,176	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	<u>\$ 9,827,200</u>	<u>\$ 10,797,919</u>	<u>\$ (970,719)</u>	<u>109.9%</u>	<u>\$ 9,929,759</u>	<u>\$ 870,337</u>	<u>8.76%</u>

Solid Waste Fund Expenditures

	Final	YTD	\$	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2022-23</u>	<u>Variance</u>	<u>Budget</u>	<u>FY 2021-22</u>	<u>Variance</u>	<u>Variance</u>
Collection & Disposal	\$ 7,306,235	\$ 10,652,569	\$ (3,346,334)	145.8%	\$ 7,432,166	\$ 3,220,403	43.33%
Recycling	1,133,960	1,181,189	(47,229)	104.2%	1,119,682	61,507	5.49%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,343,962	1,343,964	(2)	100.0%	1,278,742	65,222	5.10%
Contingency	43,043	-	43,043	0.0%	-	-	0.00%
	<u>\$ 9,827,200</u>	<u>\$ 13,177,722</u>	<u>\$ (3,350,522)</u>	<u>134.1%</u>	<u>\$ 9,830,590</u>	<u>\$ 3,347,132</u>	<u>34.05%</u>

CIP Status Report as of October 2, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	40%		\$ 203,000	\$ 202,155	20%
		Construction	0%		\$ 865,000		
		Total			\$ 1,068,000	\$ 202,155	
Downtown Upgrades/Improvements City Hall Landscaping		Design/Bidding	100%			In-House	
		Construction	0%		\$ 60,000		
		Total			\$ 60,000	\$ -	
Downtown Sidewalk Renovations/Banding		Design/Bidding	100%	12/6/2022		In-House	
		Construction	0%		\$ 1,400,000	\$ 2,818,050	0%
		Total			\$ 1,400,000	\$ 2,818,050	
Downtown East Granada Utility Undergrounding		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	0%		\$ 100,000	\$ 991,928	0%
		Total			\$ 120,000	\$ 1,019,428	
Fund 110 - Economic Development							
Business Park Drive Ph II		Design/Bidding	100%		\$ 195,000	\$ 104,695	100%
		Construction	0%		\$ 1,112,000		
		Total			\$ 1,307,000	\$ 104,695	
Fund 301 - General Fund							
CDBG North Ridgewood Sidewalk Improvements	CDBG 100%	Design/Bidding	100%	6/6/2023		In-House	
		Construction	30%		\$ 151,165	\$ 118,224	0%
		Total			\$ 151,165	\$ 118,224	
PD Roof Replacement		Design/Bidding	100%			In-House	
		Construction	0%		\$ 345,000	\$ 318,744	0%
		Total			\$ 345,000	\$ 318,744	
PD HVAC Upgrades		Design/Bidding	100%	7/19/2022	\$ 37,000	\$ 37,416	86%
		Construction	40%		\$ 225,000	\$ 598,596	26%
		Total			\$ 262,000	\$ 636,012	
PAC Renovations	ECHO \$600,000	Design/Bidding	100%	3/21/2023	\$ 77,000	\$ 76,536	70%
		Construction	54%		\$ 1,630,000	\$ 1,726,865	54%
		Total			\$ 1,707,000	\$ 1,803,401	
Fund 308 - Transportation							
Doug Thomas Way Extension		Design/Bidding	100%		\$ 90,000	\$ 88,800	99%
		Construction	0%		\$ 792,000	\$ 908,015	0%
		Total			\$ 882,000	\$ 996,815	
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park		Design/Bidding	100%	5/16/2023		In-House	
		Construction	40%		\$ 97,000	\$ 96,735	0%
		Total			\$ 97,000	\$ 96,735	
SONC Rental Pavilion Replacement		Design/Bidding	100%	5/16/2023		In-House	
		Construction	40%		\$ 65,000	\$ 90,335	0%
		Total			\$ 65,000	\$ 90,335	

CIP Status Report as of October 2, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 409 - Water/Wastewater System Improvements							
Shadow Crossings Reuse Pump Facility Upgrades		Design/Bidding	72%		\$ 46,000	\$ 46,390	72%
		Construction	0%		\$ 240,000	\$ 187,860	0%
		Total			\$ 286,000	\$ 234,250	
WTP Aeration, Clearwell & Splitter Box (Bids Rejected-will split into 2 smaller projects)		Design/Bidding	100%	6/2/2023	\$ 247,500	\$ 189,266	99%
		Construction	0%		\$ 1,484,000		
		Total			\$ 1,731,500	\$ 189,266	
WRF Upgrades		Design/Bidding	100%		\$ 136,000	\$ 135,642	91%
		Construction	0%		\$ 2,000,000	\$ 1,068,700	
		Total			\$ 2,136,000	\$ 1,204,342	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD & FDEP	Design/Bidding	80%		\$ 150,000	\$ 81,840	79%
		Construction	0%				
		Total	0%		\$ 1,100,000		
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	50%		\$ 300,000	\$ 292,964	50%
		Construction	0%		\$ 1,300,000		
		Total	0%		\$ 1,600,000	\$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	0%		\$ 160,000	\$ 83,760	0%
		Construction	0%		\$ 1,440,000		0%
		Total	0%		\$ 1,600,000	\$ 83,760	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	42%		\$ 270,000	\$ 272,800	42%
		Construction	0%		\$ 2,430,000		0%
		Total	0%		\$ 2,700,000	\$ 272,800	
Fund 499 - Water/Wastewater R&R (West Ormond)							
West Ormond Utilities SR40 WM FM Loop		Design/Bidding	0%		\$ 75,000	\$ 104,275	0%
		Construction	0%		\$ -		
		Total			\$ 75,000	\$ 104,275	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-Roof Replacement Bailey Riverbridge		Design/Bidding	95%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Hurricane Ian-Roof Replacement Ames House		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 35,516	
		Total			\$ -	\$ 35,516	
Hurricane Ian-Shade Structure Replacements		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 146,100	
		Total			\$ -	\$ 146,100	
Hurricane Ian-ARBP Seawall		Design/Bidding	0%			\$ 93,965	0%
		Construction	0%		\$ -		
		Total			\$ -	\$ 93,965	

CIP Status Report as of October 2, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Annual Projects Fund 107 - Stormwater							
Stormwater Construction - Arbor Drive South		Design/Bidding	100%			In-House	
		Construction	5%		\$ 250,000	\$ 185,804	0%
		Total			\$ 250,000	\$ 185,804	
Annual Projects Fund 308 - Transportation							
2023 Roadway Resurfacing		Design/Bidding	100%	7/18/2023		In-House	
		Construction	5%		\$ 750,000	\$ 1,023,129	0%
		Total			\$ 750,000	\$ 1,023,129	
2023 Sidewalk Repair/Replacement Spring Meadows		Design/Bidding	100%			In-House	
		Construction	0%		\$ 302,500	\$ 108,714	0%
		Total			\$ 302,500	\$ 108,714	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100%	5/2/2023		In-House	
		Construction	15%		\$ 350,000	\$ 398,250	0%
		Total			\$ 350,000	\$ 398,250	
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	50%		\$ 165,000	\$ 164,612	34%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

September, 2023

Ormond Beach
August Employment

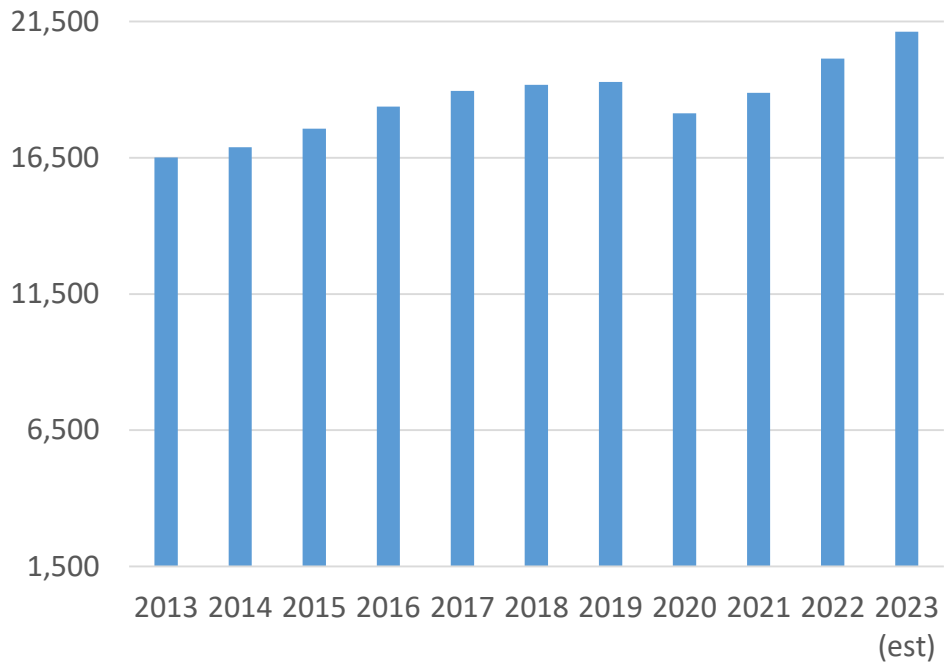
21,133

This is up 3.8% from last year

Ormond Beach
Unemployment Rate

3.0%

Ormond Beach Employment Trend



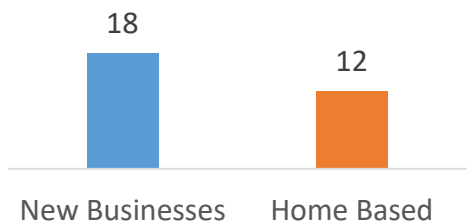
Total Permits Issued
September

318

Permit Valuation for
September

\$7.1m

Total Business Tax
Receipts in September



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,705,099	2.6%	\$22.73	2.5%
Industrial	2,976,601	0.2%	\$11.26	0.6%
Retail	4,133,809	3.4%	\$17.76	3.5%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



This Month's Takeaways

September, 2023

Notes and Updates:

- **Employment for August** was 21,133 up 4.8% from the same month last year. The unemployment rate is 3.0%. Since January 2023 employment was up 840.
- **Permits and Business Tax Receipt** data through September indicate total permits issued since January is 4,486 with an associated construction value of \$98.6 million. Business Tax Receipts to new commercial businesses in Ormond Beach since January is 170 for bricks and mortar locations and 69 for Home Based Businesses.
- **The commercial real estate market** remains competitive regionally. Vacancy is low among all the asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.
- **The City of Ormond Beach Economic Development** recently launched a new data dashboard on its website. The Economic Development Dashboard is a go-to resource for the business community, partners, and site selectors looking for key demographic, workforce, and economic data for Ormond Beach and the region. The dashboard can be accessed here: [Economic Development Data Dashboard | City of Ormond Beach, FL - Official Website](#)
- **Ormond Beach business entrepreneurs** have an advantage with access to SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: <https://sizeup.info/ormondbeach>
- **Four articles have been published** promoting the City of Ormond Beach, it's target industry and quality of life. The articles can be accessed here: [Ormond Beach Economic Development News and Articles | City of Ormond Beach, FL - Official Website](#)

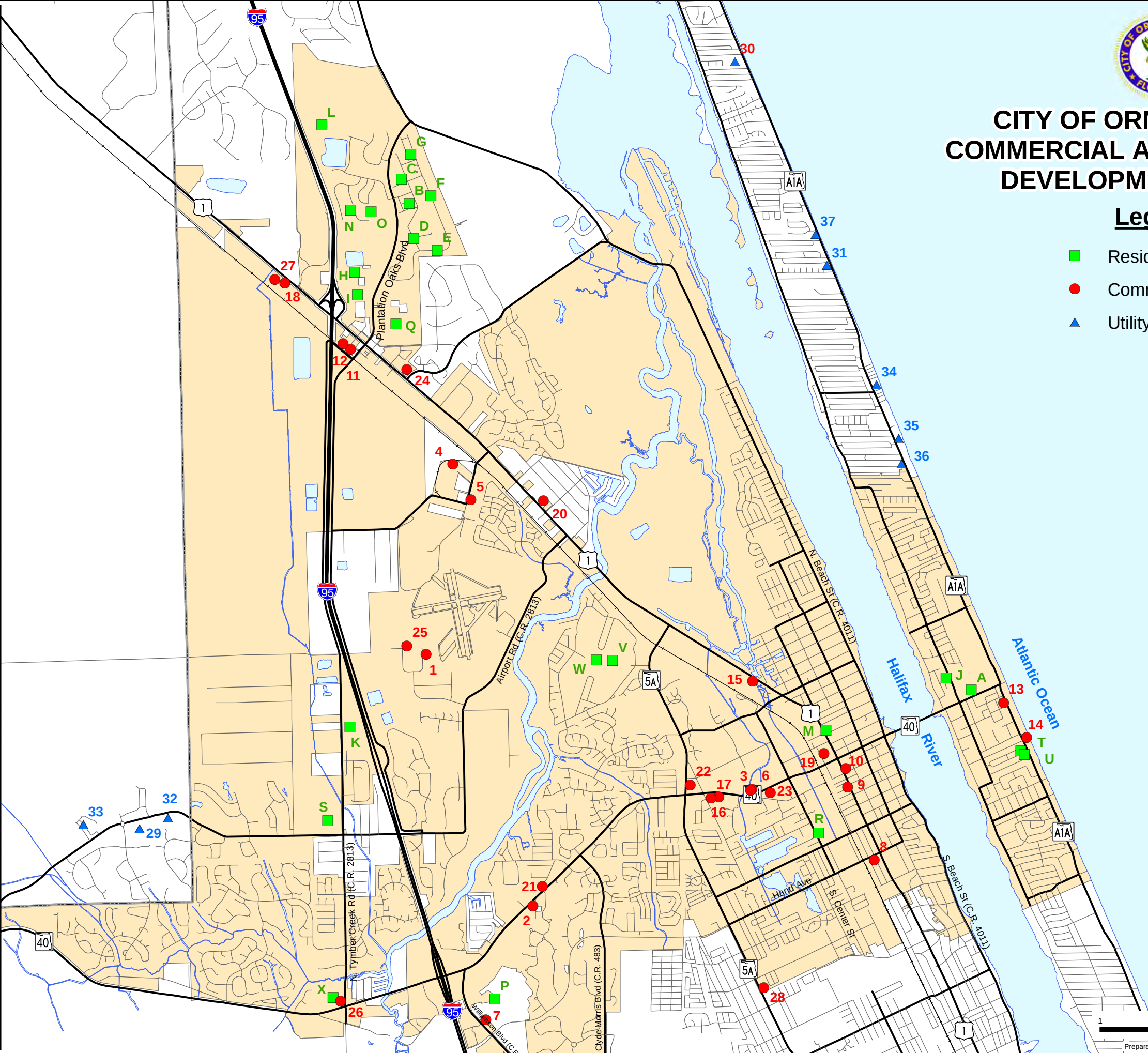
Thank you,
Brian Rademacher
Economic Development Director



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only



RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 1 - Final Plat
C	Archers Mill Phase 2 - Preliminary Plat
D	Archers Mill Phase 3 - Preliminary Plat
E	Archers Mill Phase 4 - Preliminary Plat
F	Archers Mill Phase 5 - Preliminary Plat
G	Archers Mill Phase 6 - Preliminary Plat
H	Bradford Lakes
I	Bradford Park
J	Cupola at Oceanside
K	Enclave - Preliminary Plat
L	Fountain View Phase 1B
M	Ormond Enclave (FKA Courtyards)
N	Plantation Oaks - 2C
O	Plantation Oaks - 2D
P	Regal Multifamily
Q	Ridgehaven
R	Stanton Grove
S	Tattersall at Tymber Creek
T	Tides Edge
U	Tides at Ormond Beach - Final Plat
V	Tomoka Reserve
W	Tomoka Reserve - ZMA to R-2
X	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	Beach House Graphics
2	Complete Cardiology Expansion
3	Culvers Restaurant
4	Halifax Paving Office
5	Hull Road RV & Boat Storage
6	IHOP
7	Love Whole Food Expansion
8	McNamara Warehouse
9	MetroNet
10	Mister Car Wash
11	North Interchange Industrial Flex Space
12	North Interchange Self Storage
13	Ocean Club Ormond Beach
14	Ormond Beach Holdings LLC
15	Ormond Beach Self Storage
16	Ormond Central
17	Ormond Central Self Storage
18	Ormond Gateway Revision
19	Perrott Depot Revision
20	Public House Restaurant
21	Revella at Ormond Beach ALF
22	Splash Car Wash
23	Shoppes at Granada Pointe
24	Stor - It
25	Valiant Diners Expansion - Phase 3
26	Walgreens/Commerical Area Improvements
27	Wawa
28	Winkler Cabinetry
ORMOND BEACH - UTILITY PROVIDER ONLY	
29	Amberwoods
30	Beachview Cove
31	Corinthian Villas
32	Hunters Ridge Storage Site
33	Iris Subdivision (Flagler)
34	Regency Plaza Condominium
35	Sands Point Condominium
36	Surf Style
37	Villas at Spanish Waters

City of Ormond Beach Commercial Development Report, as of October 1, 2023

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month			
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
1	BEACH HOUSE GRAPHICS 7/9 East tower Circle PZ# 2023-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		In review	\$1,293,471	Issued 09.14.23	\$137,720			E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.	
2	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	20%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.	
3	CULVER'S RESTAURANT 655 West Granada Boulevard PZ# 2023-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC	
4	HALIFAX PAVING OFFICE 860 Hull Road PZ# 2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23	05.02.23		Not applicable	Not applicable	Not applicable	06.06.23			Issued 07.21.23	\$1,500,000	Issued 06.09.23	\$390,000	45%		E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving	
5	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2023-065	Storage of RV and boats. 20 parking spaces on 0.90 acres. Re-permit of expired site plan.	05.31.23					Not applicable	Not applicable	Not applicable	05.31.23			Not applicable	Not applicable	Issued 06.21.23	\$26,450	5%		E = Newkirk Engineering, Inc. O = B Mill Inc	
6	IHOP 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable				Early Review	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC	
7	LOVE WHOLE FOOD EXPANSION 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22; 12.19.22	Under Constr.		Issued 11.14.23	\$985,000	Issued 11.14.23	\$151,149	95%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods	
8	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	Under Constr.		Issued 09.01.21	\$66,177	Issued	\$2,000	100%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction	
9	METRONET 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	\$180,000	Issued 02.02.23	\$180,000	80%		E = Metro Fibernet LLC O = Coast to Coast Construction	
10	MISTER CAR WASH 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23	08.25.23		Not applicable	06.08.23 (Approved)	07.18.23 (Approved)	09.06.23	09.06.25		Not applied	Not applied	Not applied	Not applied			E - Caprine O = National Retail Properties, LP	
11	NORTH INTERCHANGE INDUSTRIAL FLEX SPACE 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC	
12	NORTH INTERCHANGE SELF STORAGE 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Approved 01.27.23	\$714,572			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC	
13	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	\$1,800,000	Issued 12.07.22	\$549,000	80%		E = The Performance Group O = 88 South Atlantic, LLC	

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		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
14	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved	05.24.23	05.24.25		Early Review	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP/O = Ormond Beach Holdings, LLC
15	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23	DUE 10.12.23		Not applicable	Not applicable	Not applicable				Early Review	A = \$9,039,174 B= \$240,741 C= \$665,681 D= \$294,240 E= \$294,240 F= \$9,796,008 G= \$1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
16	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.73 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recom- mended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Under Constr.		Not Applicable	Not Applicable	Issued 11.01.22	\$907,057	100%		O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.
17	ORMOND CENTRAL SELF STORAGE 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
18	ORMOND GATEWAY REVISION 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
19	PERROTT DEPOT REVISION 29 North Perrott Drive PZ #2021-029	Add additional storage building of 4,972 square feet	01.18.23	02.07.23	05.02.23			02.17.21	Not applicable	Not applicable	05.29.23	Under Constr.		Issued 07.16.23	\$613,247	Issued 07.11.23	\$100,000	0%		E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
20	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ#2023-048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23	08.04.23			Required	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
21	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	Under Constr.		Issued 11.08.22	\$29,723,266	Issued 04.26.22	\$2,184,284	80%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
22	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	05.16.23	Under Constr.		Issued 06.08.23	1,500,000	Issued 05.08.23	\$976,942	55%		E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
23	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2023-082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	DUE 10.06.23				Not applicable	Not applicable	Not applicable				Early Review	Not approved	Submitted	Not approved			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
24	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23	04.20.23	Under Constr.		In Review	\$7,000,000	Issued 06.13.23	\$821,773	25%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
25	VALIANT DINERS EXPASNION, PHASE 3 15 West Tower Circle PZ# 2022-027	Expansion of existing facility with a 11,250 square foot building and associated site improvements	02.21.22	03.09.22	08.09.22	09.16.22	10.22.22	Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 11.16.22	\$1,258,313	Issued 12.07.22	\$240,000	100%		E = Zev Cohen & Associates O = Padwell Holdings, LLC
26	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
27	WAWA 1670 North U.S. Highway 1 PZ# 2023-076	Pending submittal. Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.	08.01.23	08.15.23				Not applicable	Not applicable	Not applicable				Early Review	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
28	WINKLER CABINETRY 1041 South Nova Road PZ# 2023-029	Site improvements (parking and landscaping) associated with a change of use.	02.16.23	02.23.23				Not applicable	Not applicable	Not applicable	03.28.23	Under Constr.		Not applied	Not applied	Issued	\$31,909	60%		E = Mark Dowst & Associates, Inc. O = Ormond Properties LLC

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
Ormond Beach is Utility Provider Only																					
29	AMBERWOODS Flagler County PZ #2023-078	Utility connection, Flagler County for 40 lots on 24.26 acres	07.31.23	08.15.23																	
30	BEACHVIEW COVE 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision				11.22.21	11.22.23		Not applicable	Not applicable	Not applied	Not applied			E = Alliant engineering, Inc. O = Seagate Communities, LLC	
31	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	08.08.25		Not applicable	Not applicable	Issued 09.15.23	\$356,177	0%		E = Clearwater Solutions, LLC O = Corinthian Villas	
32	HUNTER'S RIDGE STORAGE SITE 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	12.20.24		Not applicable	Not applicable	Issued 08.03.23	\$22,590			E = Alann Engineering Group O = Preston Court II, LLC	
33	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	Under constr.		Not applicable	Not applicable	Issued 07.32.23	\$241,110	95% forcemain		E = Alann Engineering Group O = U.S. Capital Alliance, LLC	
34	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Approved	\$257,165			E = Saltus Engineering, Inc. O = Regency Plaza Condominium	
35	SANDS POINT CONDOMINIUM 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for an existing 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Approved	\$148,490			E = Robert Marshall. P.E. O = Sands Point Condominium	
36	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC	
37	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC	

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City of Ormond Beach Residential Development Report, as of October 1, 2023

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ #2022-098	Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL PHASE 1 Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12.05.22 (Approved)	01.10.23 (Approved)	02.22.23; Revision 09.11.23	Under construction		Issued 02.22.23	\$4,920,754.00	60%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
B	ARCHER'S MILL PHASE 1 FINAL PLAT Plantation Oaks Boulevard PZ# 2023-047	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	04.05.23	04.20.23				Not Required	08.10.23 (Approved)	09.20.23 (Approved)		Under construction		See Archer's Mill above	See Archer's Mill above		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL PHASE 2 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23	08.08.23	09.11.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL PHASE 3 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL PHASE 4 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	ARCHER'S MILL PHASE 5 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	ARCHER'S MILL PHASE 6 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	BRADFORD LAKES Plantation Oaks Boulevard PZ# 2023-042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23	07.19.23	09.15.23		Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	BRADFORD PARK Plantation Oaks Boulevard PZ# 2023-074	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23			Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
J	CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements.	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21	Under construction	Under construction	Issued 09.03.21	\$548,099	95%	E - Newkirk Engineering O = Halifax Enterprises LLC APP = Halifax Enterprises LLC
K	ENCLAVE PRELIMINARY PLAT 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23			Not Required	09.14.23 (Approved)	10.17.23							E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
L	FOUNTAIN VIEW PHASE 1B Plantation Oaks Boulevard PZ# 2023-084	137 lots on 77.91 acres	09.22.23	DUE 10.13.23				Not Required	Required	Required							E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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City of Ormond Beach Residential Development Report, as of October 1, 2023

M	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
N	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	45%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	35%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	REGAL MULTIFAMILY 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	Under review	\$28,712,895 \$26,655,146 \$1,323,736	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
Q	RIDGEHAVEN Plantation Oaks Boulevard & Addison Drive PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)				Not applied	Not applied		O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
R	STANTON GROVE 183 South Orchard PZ# 2022-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required	10.29.22	10.29.24	Not applied	Not applied	Not applied		E = Newkirk Engineering O = Stanton Grove, LLC
S	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23				Required	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
T	TIDES EDGE 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
U	TIDES AT ORMOND BEACH FINAL PLAT 264 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23	DUE 10.06.23			Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
V	TOMOKA RESERVE 20 Tomoka Oaks Boulevard PZ#-2022-043	Establishment of a Development Order for the former Tomoka Oaks Golf Course property of 147.94 acres. The application seeks 300 residential units or 2.03 units per acre	04.20.22	05.03.22	02.21.23	05.11.23	06.28.23; 09.13.23	02.08.23	07.13.23 (continued) 08.21.23 (continued) 09.26.23, (Denial)	11.07.23				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
W	TOMOKA RESERVE, ZMA TO R-2 20 Tomoka Oaks Boulevard PZ#23-054	Zoning Map Amendment from PRD to R-2 if the Tomoka Reserve development order amendment is denied.	05.04.23	06.01.23				Not Required	Required	Required				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
X	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ#2022-008	300 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	12.27.21	04.28.22	06.23.22 05.08.23	9th 06.20.23	06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)				Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

Planning public hearing items

		City Commission items			
File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
LDC 2023-050	Certificate of Use, Land Development Code amendments	This is an administrative request for amendments to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development Orders to establish requirements for a certificate of use process.	08.10.2023 (Approval)	09.20.2023 (Approved)	10.04.2023
FP 2023-047	Archer's Mill Phase 1	This is a request from Forestar USA Real Estate Group, Inc., for a final plat for a 94 lot single-family subdivision on approximately 42.38 acres. The Archer's Mill Phase 1 subdivision is a part Phase 3 of the Plantation Oaks Planned Residential Development, located on the east side of Plantation Oaks Boulevard.	08.10.2023 (Approval)	09.20.2023 (Approved)	10.04.2023
ROW 2023-081	Rosemary Street partial vacation - Notice of Intent	This is a request for a Notice of Intent to vacate resolution for a portion of the unopened Rosemary Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.88 acres of the Rosemary Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-09-0001 and 3136-01-08-0010 as part of the Bradford Park subdivision.	NA	10.04.2023	NA
ROW 2023-081	Benton Street partial vacation - Notice of Intent	This is a request for a Notice of Intent to vacate resolution for a portion of the unopened Benton Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.95 acres of the Benton Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-08-0010 and 3136-01-07-0010 & 3136-01-01-0021 and along Volusia County parcel identification numbers 3136-01-01-0021 and 3136-01-21-0050 as part of the Bradford Park subdivision.	NA	10.04.2023	NA
ROW 2023-081	Hammond Street partial vacation - Notice of Intent	This is a request for a Notice of Intent to vacate resolution for a portion of the unopened Hammond Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.55 acres of the Hammond Street right-of-way located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, located between Volusia County parcel identification numbers 3125-08-00-0014 and 3136-01-07-0010 & 3136-01-01-0021 as part of the Bradford Park subdivision.	NA	10.04.2023	NA
PP 2023-066	1133 and 1141 N. US Highway 1, CMD Realty LLC, Special Exception Request for Outdoor Activity	This is a request by Coby Moore, CMD Realty LLC, property owner, for a Special Exception to allow up to 10 itinerant vendors and up to two (2) food trucks during recognized special events of Bike Week, and Biketoberfest established by the Daytona Beach Area Convention and Visitors Bureau.	09.14.23 (Approval)	10.17.2023	NA
PZ# 2023-066	Enclave Subdivision, Preliminary Plat	This is a request from Paylin Tymber 1 and 2, LLC, with the authorization of the property owner, Enclave of Timber Creek, LLC, for a preliminary plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road. The preliminary plat allows the construction of subdivision improvements and division of land consistent with the SR, Suburban Residential zoning district, that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.	09.14.23 (Approval)	10.17.2023	NA
NA	Change Order - Tyler EnerGov, Additional users	This is a request for a change order to the Tyler contract for community development, originally approved with Resolution 2021-70, in the amount not to exceed \$70,916. The Tyler conversion kicked off in February of 2022 and Building, Planning, and Code enforcement staff have been working with Tyler staff to construct the permitting and code enforcement systems. The anticipated "Go Live" date of the Tyler permitting system is October 30, 2023.	NA	10.17.2023	NA
ROW 2023-081	Partial Right-of-Way Vacation, Benton Street	This is a request for a right-of-way vacation for a portion of the unopened Benton Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.95 acres of the Benton Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-08-0010 and 3136-01-07-0010 & 3136-01-01-0021 and along Volusia County parcel identification numbers 3136-01-01-0021 and 3136-01-21-0050 as part of the Bradford Park subdivision.	NA	10.17.2023	11.07.2023
ROW 2023-081	Partial Right-of-Way Vacation, Hammond Street	This is a request for a right-of-way vacation for a portion of the unopened Hammond Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.55 acres of the Hammond Street right-of-way located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, located between Volusia County parcel identification numbers 3125-08-00-0014 and 3136-01-07-0010 & 3136-01-01-0021 as part of the Bradford Park subdivision	NA	10.17.2023	11.07.2023
ROW 2023-081	Partial Right-of-Way Vacation, Rosemary Street	This is a request for a right-of-way vacation for a portion of the unopened Rosemary Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.88 acres of the Rosemary Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-09-0001 and 3136-01-08-0010 as part of the Bradford Park subdivision.	NA	10.17.2023	11.07.2023
NA	Ormond Beach Hunter's Ridge Development of Regional Impact (DRI) - Notice of Noncompliance	Consideration of a resolution determining noncompliance due to the failure by U.S. Capital Alliance, LLC ("developer") to correct violations of the Ormond Beach Hunter's Ridge Development of Regional Impact (DRI), pursuant to local monitoring provisions of Section 380.06, Florida Statutes	NA	10.25.2023	NA
Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: https://ormondbeach.ig2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Planning public hearing items

Board of Adjustment and Appeals - October 4, 2023		
Canceled		
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		
Planning Board -October 12, 2023		
File #	Item	Description
Canceled		
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Monthly Building Permit Summary

September 1 to September 30, 2023 versus September 1 to September 31, 2022 and year to date:

Total Building Permits Issued, including	9/1 to 9/30/2023	9/1 to 9/30/2022	FY2022-23 year to date (9/30/23)	FY2021-22 year to date 9/30/22
Business Fire Inspection	0	8	57	57
Business Tax Receipt	12	8	136	51
Clearing, Tree Removal, Vegetation	23	21	231	243
Commercial Alterations	1	1	42	54
Commercial Buildings	0	0	15	11
Commercial Re-roof	2	1	53	26
Demolition	0	0	14	30
Dock	2	3	21	28
Door	28	19	270	265
Electrical (residential & commercial)	21	25	304	300
Fire Protection Systems	0	2	31	35
Garage or Carport	0	0	40	18
Garage sale	77	44	696	658
Gas	9	4	88	60
Generator	7	13	63	62
LDC (Driveways/Fences)	31	43	1	22
Mechanical (residential & commercial)	75	68	950	998
Mobile home set-up	0	2	50	27
Multi-Family Homes	0	4	0	72
Other categories (all other permits not listed)	25	8	897	910
Plumbing (residential & commercial)	10	18	185	167
Residential Remodel/Additions	10	4	101	116
Residential re-roof	90	93	1,498	1,364
Screen room/hard roof	0	1	16	25
Screen enclosure only	3	4	73	60
Shed	0	0	3	9
Signs	5	18	83	148
Single Family Homes	0	1	17	69
Site permit	1	0	23	13
Solar	5	5	156	133
Special Events	4	5	87	88
Swimming pool	2	9	72	100
Utility connection only	16	10	78	105
Windows	51	29	595	559
Total permits	510	471	6,946	6,883
Total Valuation	\$8,831,268	\$6,507,999	\$172,616,554	\$177,399,457
Total fees	\$40,192	\$41,926	\$789,563	\$909,340



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-51
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Partial Right-of-Way Vacation, Benton Street		
Summary:	Request for a right-of-way vacation for a portion of the unopened Benton Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.95 acres of the right-of-way located south of Pennsylvania Ave and located between Volusia County parcels 3136-01-08-0010 and 3136-01-07-0010, & 3136-01-01-0021 and along parcels 3136-01-01-0021 and 3136-01-21-0050 as part of the Bradford Park subdivision. Benton Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926, and is not an improved right-of-way. Application seeks to vacate approximately 0.88 acres internal to the subdivision and approximately 0.07 acres (5 foot portion) external to the subdivision. Key consideration for a right-of-way vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use. The applicant has secured letters of no objection to the partial right-of-way vacation from all franchise utilities, including FPL, Charter communications, TECO gas and AT&T. Section 17-8 of the Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) and requires SPRC review (approved, with no objection on Sept 2, 2023), Notice of Intent		

	to vacate (approved by the City Commission on Oct 4, 2023), and an Ordinance to vacate the right-of-way (to be approved Oct 17 and Nov 7, 2023).
Financial Impact:	None
Citizen Impact:	No direct citizen impact. The purpose of the partial right-of-way vacation is to remove the platted streets from 1926 to allow a subdivision with its own dedication of public streets.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the partial right-of-way vacation for the partial release of approximately 0.95 acres of the Benton Street right-of-way.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-51 Benton Street ROW Vacation (P23-0171G) 2. Exhibit A, Benton Street 3. National Gardens MB 10 PG 252 4. No Objection Letters 5. Ordinance Business Impact Estimate 10-01-23 OB Form - BENTON STREET ROW Vacation
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

ORDINANCE NO. 2023-51

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF BENTON STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010, 3136-01-07-0010, AND 3136-01-01-0021, AND ALONG VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-01-0021 AND 3136-01-21-0050; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on October 4, 2023 adopt Resolution No. 2023-164, declaring its intention to consider adopting an ordinance vacating a portion of Benton Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252; said right-of-way being located south of Pennsylvania Avenue, between Volusia County parcel identification numbers: 3136-01-08-0010, 3136-01-07-0010, and 3136-01-01-0021, and along Volusia County parcel identification numbers: 3136-01-01-0021 and 3136-01-21-0050, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the City's Site Plan Review Committee reviewed the property owners' request and recommend approval of the partial right-of-way vacation, and

WHEREAS, the applicants have provided letters of no objections from the applicable utility providers for the partial right-of-way vacation, and

WHEREAS, the owners of all of the property that abuts the aforescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

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

SECTION ONE. That portion of Benton Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252, said right-of-way being located south of Pennsylvania Avenue, between Volusia County parcel identification numbers: 3136-01-08-0010, 3136-01-07-0010, and 3136-01-01-0021, and along Volusia County parcel identification numbers: 3136-01-01-0021 and 3136-01-21-0050, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public.

SECTION TWO. That portion of the Benton Street right-of-way being more particularly described and depicted in Exhibit “A”, be and the same is hereby vacated, closed and abandoned as a right-of-way, and said property be and the same is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach for right-of-way purposes, and that said property shall revert to the adjoining and abutting owners who have a reversionary interest, except and subject to any easements of record, over, under and across the subject property.

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 17th day of October, 2023.

PASSED UPON, at the second and final reading of the City Commission, this 7th
day of November, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 1 of 2

PROPOSED PLAT OF BRADFORD LAKES

NORTHERLY LINE, REVISED PLAT OF
NATIONAL GARDENS, MB10, PG(S)
250-253
AND NORTH LINE OF SECTION 36

PENNSYLVANIA AVE. 80.00' R/W (TRAIL ROAD)

N88°20'29"E
60.00'

SOUTHERLY R/W

NE CORNER
BLOCK 8

POINT OF BEGINNING
NW CORNER
BLOCK 7

BLOCK 8.

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 8

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 7

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 9

ROSEMARY STREET 60' RIGHT OF WAY (UNOPENED)

N02°08'46"W 636.44' EAST LINE OF BLOCK 8

BENTON STREET 60' RIGHT OF WAY (TO BE VACATED)

WEST LINE OF BLOCK 7

S02°08'46"E 1265.95'

HAMMOND STREET 60' RIGHT OF WAY
(UNOPENED)

PROPOSED PLAT OF RIDGEHAVEN

SOUTHERLY LINE
OF BLOCK 9 & 10

SOUTHERLY LINE
OF BLOCK 8

55.00'
S87°55'58"W

NW CORNER
BLOCK 21

WESTERLY R/W
BENTON STREET 60' RIGHT OF WAY (UNOPENED)

N02°08'46"W 629.95'

EASTERLY 5' OF 60' R/W
LYING WESTERLY AND ADJACENT
TO BLOCK 21 (5' TO BE VACATED)

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 21

PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154)

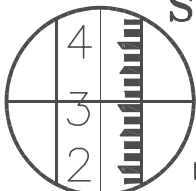
5.00'
S87°46'41"W

INDIANA AVE. 60.00' R/W
(UNOPENED RIGHT OF WAY)

SOUTHERLY R/W

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 08/28/2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊙	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0012

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 25 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0012 FOR RIDGE DEVELOPMENT GROUP.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF BENTON STREET, A 60' RIGHT OF WAY LYING WITHIN THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 7 RUN S02°08'46"E ALONG THE EAST LINE OF BLOCKS 7 & 21 FOR A DISTANCE OF 1265.95 FEET TO THE SOUTHERLY LINE OF BLOCK 21; THENCE S87°46'41"W ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 21 FOR A DISTANCE OF 5.00 FEET; THENCE N02°08'46"W ALONG A LINE PARALLEL TO AND 5.00 FEET WEST OF BY PERPENDICULAR MEASUREMENT TO THE EASTERLY RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF BLOCK 21, FOR A DISTANCE OF 629.95 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 8; THENCE S87°55'58"W ALONG THE SAID EASTERLY EXTENSION FOR A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 8; THENCE N02°08'46"W FOR A DISTANCE OF 636.44 FEET TO THE NORTHEAST CORNER OF BLOCK 8 AND THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE N88°20'29"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

RIDGE DEVELOPMENT
GROUP

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**JEFFREY W
BARNES**

Digitally signed by JEFFREY W
BARNES
Date: 2023.08.28 06:34:04 -04'00'

JEFF W. BARNES P.S.M. NO. 5576

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 08/28/2023

JOB NO. 23-0012

SHEET 2 OF 2



SHOWING REVISED PLAT
OF
NATIONAL GARDENS

Property of
Florida East Coast Development Co.
May 26, 1926, P.R.M. Scale 1"=200 Ft. Cert. No 367.

SHEET No 3.

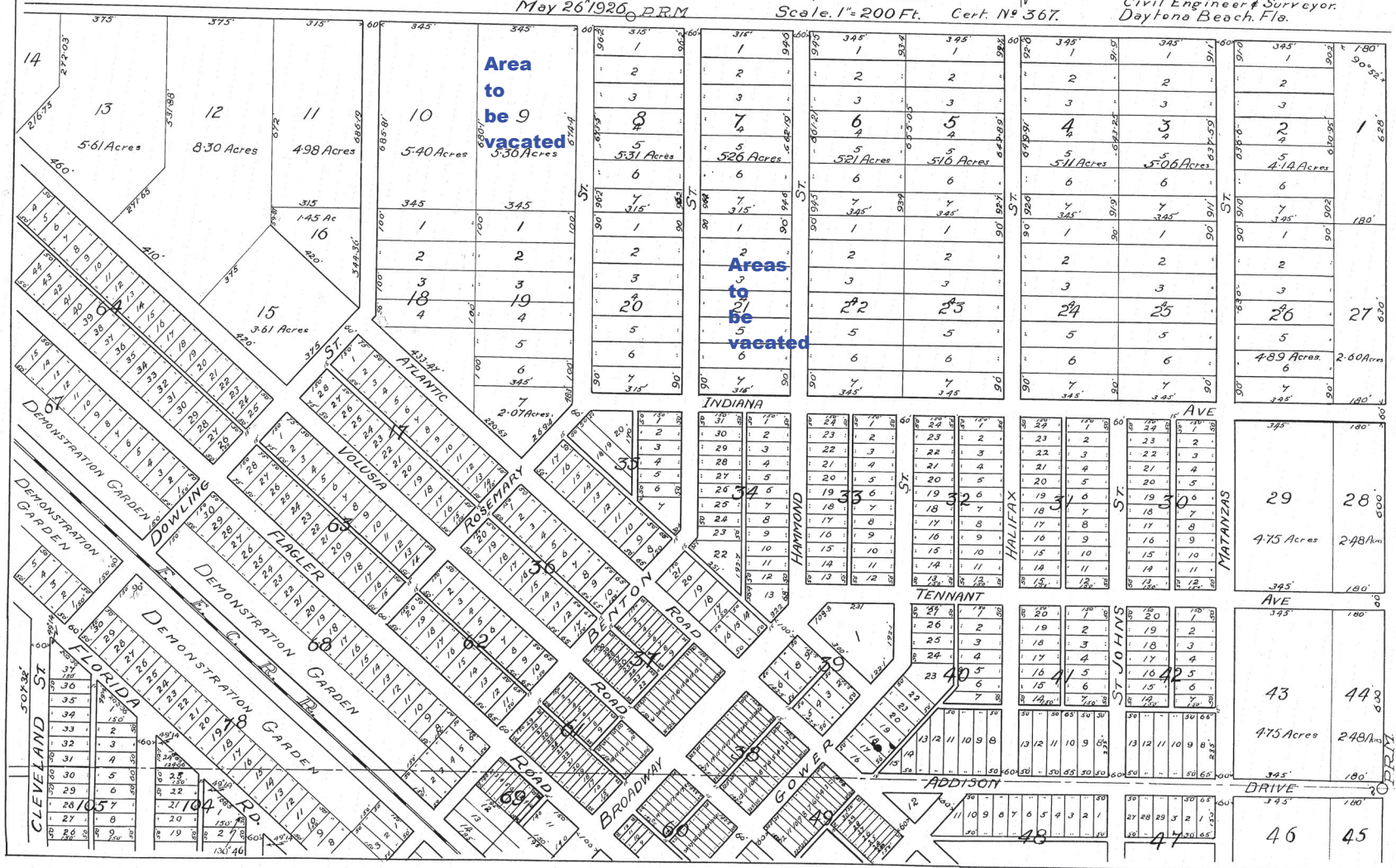
Approved for Record

JUN 1 6 1926

Wm. A. Graham
REGISTERED SURVEYOR
BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLA.

Certified in compliance with Sur-
vey Laws of 1925 and filed for
record this

Wm. A. Graham
Deputy Clerk
Clerk Circuit Court.
BY _____ S.C.





July 10, 2023

To: Corey D. Brown, Esq.
Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

*Re: Proposed Vacation of Rights-of-Way, National Gardens, Map Book 10,
Page 250, Public Records of Volusia County, Florida.
Parcel Numbers: 313601090001, 313601080010, 313601010021 and
313601210050, 313601070010, 3125080000014 and 312501690010*

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joan Domning". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



To:

Corey D Brown, Esquire

420 South Nova Rd

Daytona Beach, FL 32114

corey@storchlawfirm.com

August 3, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way, National Gardens, Map Book 10, Page 250, Public Records of Volusia County, Florida. Parcel Numbers: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 and 312501690010. Please accept this letter as notification.

Attached request & map:



No Objection Ltr ATT
8-1-22.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493



Stacy Stafford
Supervisor, Construction
Field Ops

August 5, 2022

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach FL 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ADJACENT TO PARCEL NUMBERS: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 AND 312501690010.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

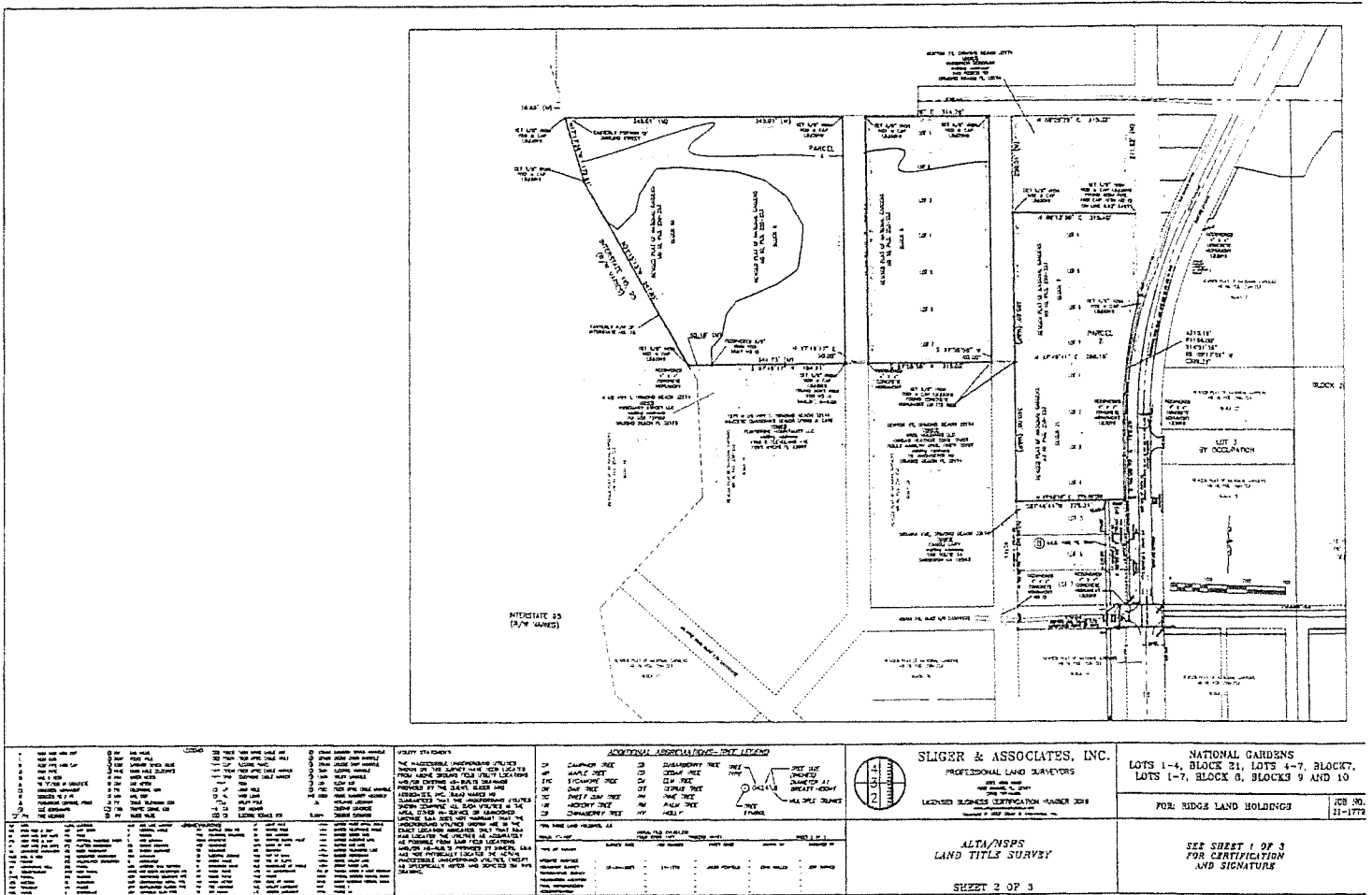
If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

Exhibit "A"





Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax: 386-586-6420

July 31, 2023

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

Re: No objection to the release of a platted right of way in parcel ID numbers:
313601200010, 313601010021, 313601210050

Please be advised that Florida Power and Light Company has no objection to the vacation of the easement described and shown on the attached Exhibit A located in Revised Plat of National Gardens Map Book 10, Pages 250-253 of the Public Records of Volusia County.

If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder
Engineering Lead



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2023-51

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF BENTON STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010, 3136-01-07-0010, AND 3136-01-01-0021, AND ALONG VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-01-0021 AND 3136-01-21-0050; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a request for a right-of-way vacation for a portion of the unopened Benton Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.95 acres of the Benton Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-08-0010 and 3136-01-07-0010 & 3136-01-01-0021 and along Volusia County parcel identification numbers 3136-01-01-0021 and 3136-01-21-0050 as part of the Bradford Park subdivision. Benton Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926. Benton Street is not an improved right-of-way. The application seeks to vacate an area of approximately 0.88 acres internal to the Bradford Park subdivision and approximately 0.07 acres (a 5 foot portion) external to the subdivision.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is a right-of-way vacation of an older plat for a new subdivision. No compliance costs are anticipated.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is a right-of-way vacation of an older plat for a new subdivision. There are no charges or fees proposed.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is a right-of-way vacation of an older plat for a new subdivision. There are no new charges or fees proposed. The vacated right-of-way would be incorporated into a new subdivision.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None. This is a right-of-way vacation of an older plat for a new subdivision.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by certified mail to abutting property owners and newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-52
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Partial Right-of-Way Vacation, Hammond Street		
Summary:	Request for a right-of-way vacation for a portion of the unopened Hammond Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.55 acres of the Hammond Street right-of-way located south of Pennsylvania Ave and north of Plantation Oaks Blvd, located between Volusia County parcels 3125-08-00-0014 and 3136-01-07-0010 & 3136-01-01-0021 as part of the Bradford Park subdivision. Hammond Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926, and is not an improved right-of-way. Key consideration for a right-of-way vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use. The applicant has secured letters of no objection to the partial right-of-way vacation from all franchise utilities, including FPL, Charter communications, TECO gas and AT&T. Section 17-8 of the Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) and requires SPRC review (approved, with no objection on Sept 2, 2023), Notice of Intent to vacate (approved by the City Commission on Oct 4, 2023), and an Ordinance to vacate the right-of-way (to be approved Oct 17 and Nov 7, 2023).		

Financial Impact:	None
Citizen Impact:	No direct citizen impact. The purpose of the partial right-of-way vacation is to remove the platted streets from 1926 to allow a subdivision with its own dedication of public streets.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the partial right-of-way vacation for the partial release of approximately 0.55 acres of the Hammond Street right-of-way.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-52 Hammond Street ROW Vacation (P23-0172G) 2. Exhibit A, Hammond Street 3. National Gardens MB 10 PG 252 4. No Objection Letters 5. Ordinance Business Impact Estimate 10-01-23 OB Form - HAMMOND STREET ROW Vacation
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

ORDINANCE NO. 2023-52

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF HAMMOND STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE AND NORTH OF PLANTATION OAKS BOULEVARD, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3125-08-00-0014, 3136-01-07-0010 AND 3136-01-01-0021; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on October 4, 2023 adopt Resolution No. 2023-165, declaring its intention to consider adopting an ordinance vacating a portion of Hammond Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252; said right-of-way being located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, between Volusia County parcel identification numbers: 3125-08-00-0014, 3136-01-07-0010, and 3136-01-01-0021, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the City's Site Plan Review Committee reviewed the property owners' request and recommend approval of the partial right-of-way vacation, and

WHEREAS, the applicants have provided letters of no objections from the applicable utility providers for the partial right-of-way vacation, and

WHEREAS, the owners of all of the property that abuts the aforescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

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

SECTION ONE. That portion of Hammond Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252, said right-of-way being located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, between Volusia County parcel identification numbers: 3125-08-00-0014, 3136-01-07-0010, and 3136-01-01-0021, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public.

SECTION TWO. That portion of the Hammond Street right-of-way being more particularly described and depicted in Exhibit “A”, be and the same is hereby vacated, closed and abandoned as a right-of-way, and said property be and the same is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach for right-of-way purposes, and that said property shall revert to the adjoining and abutting owners who have a reversionary interest, except and subject to any easements of record, over, under and across the subject property.

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 17th day of October, 2023.

PASSED UPON, at the second and final reading of the City Commission, this 7th
day of November, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 1 of 2

PROPOSED PLAT OF BRADFORD LAKES

NORTHERLY LINE, REVISED PLAT OF
NATIONAL GARDENS, MB10, PG(S) 250-253
AND NORTH LINE OF SECTION 36

PENNSYLVANIA AVE. 80.00' R/W (TRAIL ROAD)

N88°20'29"E

60.00'

SOUTHERLY R/W

POINT OF
BEGINNING
NE CORNER
BLOCK 7

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
EAST LINE OF BLOCK 7
BLOCK 7

N02°08'46"W
486.90'

EAST LINE
OF BLOCK 7

HAMMOND STREET 60' RIGHT OF WAY
(TO BE VACATED)

314.36' WEST LINE
OF TRACT B
S02°08'46"E

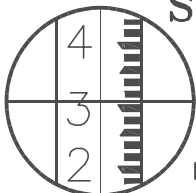
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154)

ARC LENGTH = 182.36'
CENTRAL ANGLE = 08°44'11"
RADIUS = 1196.00'

PROPOSED PLAT OF RIDGEHAVEN

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 07/10/2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

Copyright © 2023 Sliger & Associates, Inc.

LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0012

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 25 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0012 FOR RIDGE DEVELOPEMENT GROUP.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF HAMMOND, A 60' RIGHT OF WAY LYING WITHIN THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 7 RUN N88°20'29"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE FOR A DISTANCE OF 60.00 FEET TO THE WEST LINE OF TRACT B, PLANTATION OAKS BOULEVARD, MAP BOOK 59, PAGES 138-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°08'46"E ALONG THE SAID WEST LINE OF TRACT B FOR A DISTANCE OF 314.36 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100.00 FOOT WIDE RIGHT OF WAY RECORDED IN MAP BOOK 59, PAGES 138-154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALSO BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1196.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE (RIGHT OF WAY LINE) FOR A DISTANCE OF 182.36 FEET THROUGH A CENTRAL ANGLE OF 08°44'11" TO THE INTERSECTION WITH THE EAST LINE OF BLOCK 7; THENCE N02°08'46"W ALONG THE EAST LINE OF BLOCK 7 FOR A DISTANCE OF 486.90 FEET TO THE POINT OF BEGINNING.

THIS SCETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

RIDGE DEVELOPEMENT GROUP

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S Hattendorf Digitally signed by Jeffrey S Hattendorf
Date: 2023.07.11 12:13:17 -04'00'

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: 08626
CLIENT: RIDGE DEVELOPEMENT GROUP

SCALE: N/A
DATE: 07/10/2023

JOB NO. 23-0012? SHEET 2 OF 2



SHOWING REVISED PLAT
OF
NATIONAL GARDENS

Property of
Florida East Coast Development Co.
May 26/1926 P.R.M. Scale 1"=200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

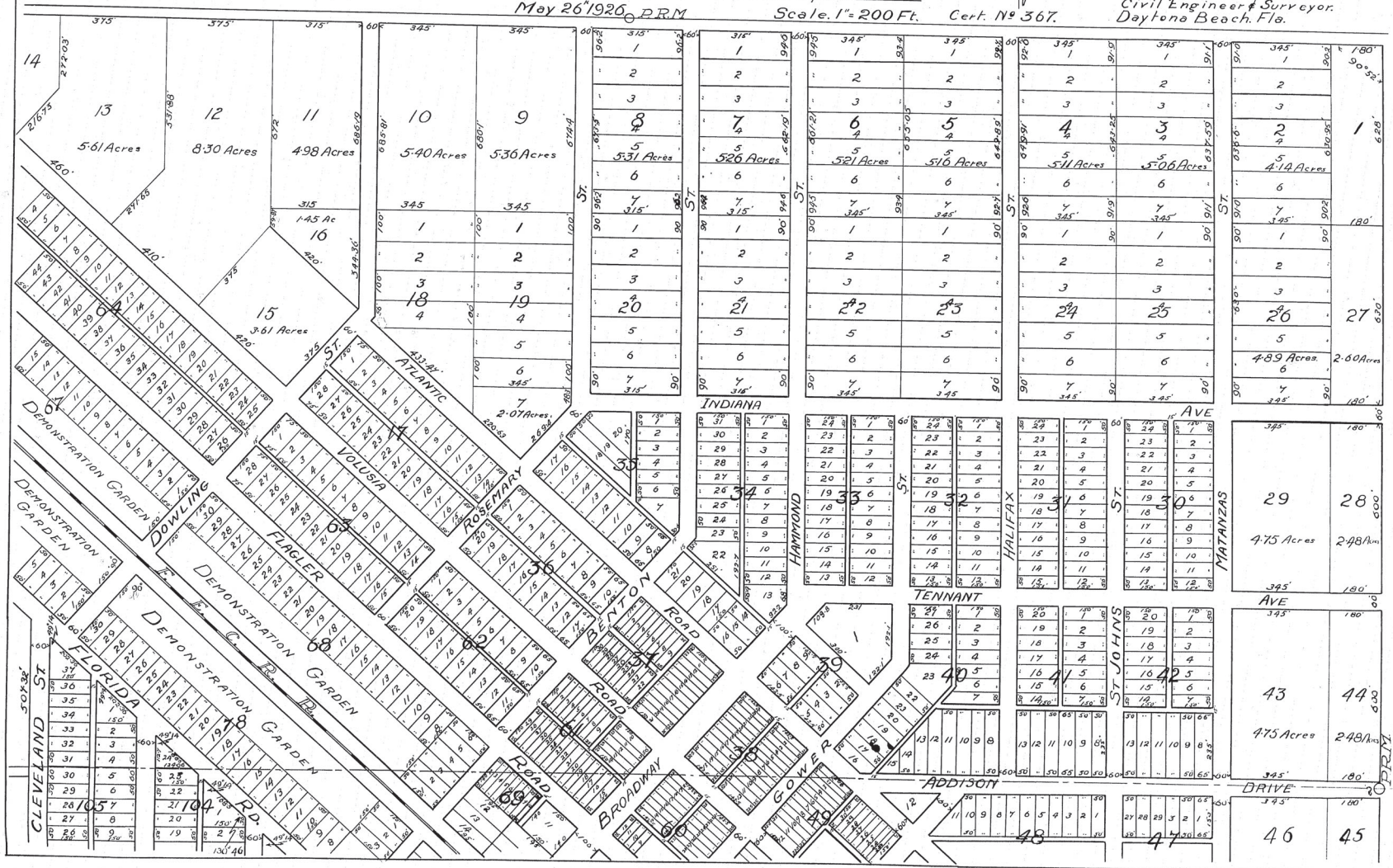
JUN 1 6 1926

RECORDED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLA.

Certified in compliance with Sur-
vey Laws of 1925 and filed for
record this

Dark Circuit Court.
BY _____ S.C.

George A. Graham
Civil Engineer & Surveyor.
Daytona Beach, Fla.





July 10, 2023

To: Corey D. Brown, Esq.
Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

*Re: Proposed Vacation of Rights-of-Way, National Gardens, Map Book 10,
Page 250, Public Records of Volusia County, Florida.
Parcel Numbers: 313601090001, 313601080010, 313601010021 and
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To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



To:

Corey D Brown, Esquire

420 South Nova Rd

Daytona Beach, FL 32114

corey@storchlawfirm.com

August 3, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way, National Gardens, Map Book 10, Page 250, Public Records of Volusia County, Florida. Parcel Numbers: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 and 312501690010. Please accept this letter as notification.

Attached request & map:



No Objection Ltr ATT
8-1-22.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493



Stacy Stafford
Supervisor, Construction
Field Ops

August 5, 2022

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach FL 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ADJACENT TO PARCEL NUMBERS: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 AND 312501690010.

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Spectrum has "no objection" to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

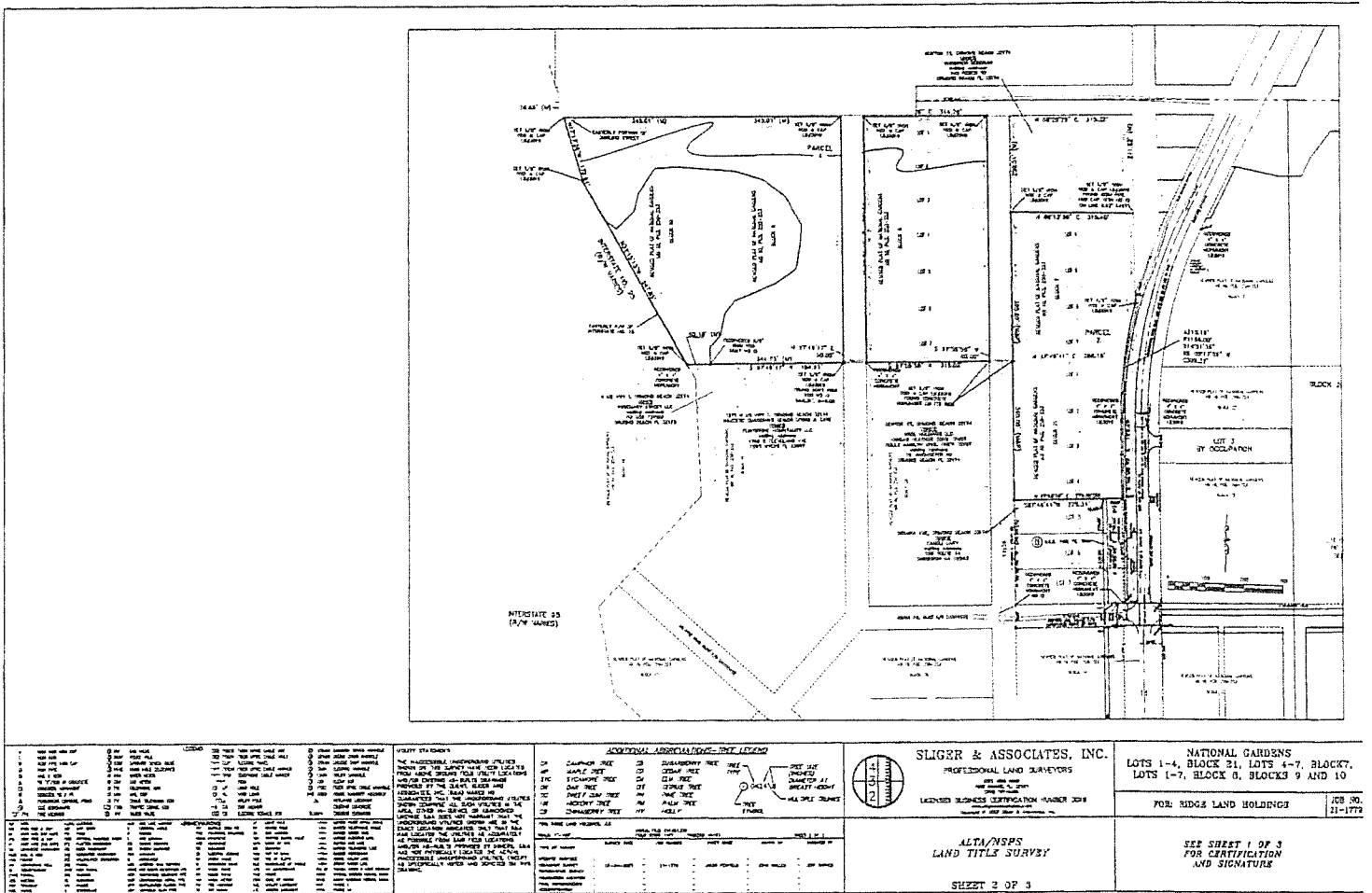
If you have any questions regarding this, please contact me.

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Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

Exhibit "A"





Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax: 386-586-6420

July 31, 2023

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

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313601200010, 313601010021, 313601210050

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If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

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Joshua Zehnder
Engineering Lead



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2023-52

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- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a request for a right-of-way vacation for a portion of the unopened Hammond Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.55 acres of the Hammond Street right-of-way located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, located between Volusia County parcel identification numbers 3125-08-00-0014 and 3136-01-07-0010 & 3136-01-01-0021 as part of the Bradford Park subdivision. Hammond Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926. Hammond Street is not an improved right-of-way. The application seeks to vacate an area of approximately 0.55 acres south of Pennsylvania Avenue and north of Plantation Oaks Boulevard.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is a right-of-way vacation of an older plat for a new subdivision. No compliance costs are anticipated.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is a right-of-way vacation of an older plat for a new subdivision. There are no charges or fees proposed.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is a right-of-way vacation of an older plat for a new subdivision. There are no new charges or fees proposed. The vacated right-of-way would be incorporated into a new subdivision.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None. This is a right-of-way vacation of an older plat for a new subdivision.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by certified mail to abutting property owners and newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 8.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-53
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Partial Right-of-Way Vacation, Rosemary Street		
Summary:	Request for a right-of-way vacation for a portion of the unopened Rosemary Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.88 acres of the Rosemary Street right-of-way located south of Pennsylvania Ave and located between Volusia County parcels 3136-01-09-0001 and 3136-01-08-0010 as part of (internal to) the Bradford Park subdivision. Rosemary Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926, and is not an improved right-of-way. Key consideration for a right-of-way vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use. The applicant has secured letters of no objection to the partial right-of-way vacation from all franchise utilities, including FPL, Charter communications, TECO gas and AT&T. Section 17-8 of the Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) and requires SPRC review (approved, with no objection on Sept 2, 2023), Notice of Intent to vacate (approved by the City Commission on Oct 4, 2023), and an Ordinance to vacate the right-of-way (to be approved Oct 17 and Nov 7, 2023).		

Financial Impact:	None
Citizen Impact:	No direct citizen impact. The purpose of the partial right-of-way vacation is to remove the platted streets from 1926 to allow a subdivision with its own dedication of public streets.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the partial right-of-way vacation for the partial release of approximately 0.88 acres of the Rosemary Street right-of-way.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-53 RoseMary Street ROW Vacation (P23-0173G) 2. Exhibit A, Rosemary Street 3. National Gardens MB 10 PG 252 4. No Objection Letters 5. Ordinance Business Impact Estimate 10-01-23 OB Form - ROSEMARY STREET ROW Vacation
Approval:	Kelly McGuire, Finance Director 9/27/2023 Claire Whitley, Assistant City Manager 10/9/2023 Joyce Shanahan, City Manager 10/10/2023

ORDINANCE NO. 2023-53

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF ROSEMARY STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-09-0001 AND 3136-01-08-0010; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on October 4, 2023 adopt Resolution No. 2023-166, declaring its intention to consider adopting an ordinance vacating a portion of Rosemary Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252; said right-of-way being located south of Pennsylvania Avenue, between Volusia County parcel identification numbers: 3136-01-09-0001 and 3136-01-08-0010, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the City's Site Plan Review Committee reviewed the property owners' request and recommend approval of the partial right-of-way vacation, and

WHEREAS, the applicants have provided letters of no objections from the applicable utility providers for the partial right-of-way vacation, and

WHEREAS, the owners of all of the property that abuts the aforescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of

Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

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

SECTION ONE. That portion of Rosemary Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252, said right-of-way being located south of Pennsylvania Avenue, between Volusia County parcel identification numbers: 3136-01-09-0001 and 3136-01-08-0010, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public.

SECTION TWO. That portion of the Rosemary Street right-of-way being more particularly described and depicted in Exhibit "A", be and the same is hereby vacated, closed and abandoned as a right-of-way, and said property be and the same is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach for right-of-way purposes, and that said property shall revert to the adjoining and abutting owners who have a

reversionary interest, except and subject to any easements of record, over, under and across the subject property.

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 17th day of October, 2023.

PASSED UPON at the second and final reading of the City Commission, this 7th day of November, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 1 of 2

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS,
MB10, PG(S) 250-253 AND NORTH LINE OF SECTION 36

PENNSYLVANIA AVE. 80.00' R/W (TRAIL ROAD)

N88°20'29"E

SOUTHERLY R/W

60.00'

NE CORNER
BLOCK 9

POINT OF BEGINNING
NW CORNER
BLOCK 8

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253

BLOCK 9

EAST LINE OF BLOCK 9 N02°07'18"W 639.23'

ROSEMARY STREET 60' RIGHT OF WAY (TO BE VACATED)

S02°07'18"E 638.69' WEST LINE OF BLOCK 8

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253

BLOCK 8

SOUTHERLY LINE
OF BLOCK 9

SE CORNER
BLOCK 9

SW CORNER
BLOCK 8

SOUTHERLY LINE
OF BLOCK 8

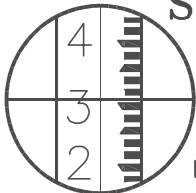
60.00'

S87°49'17"W

BENTON STREET 60' RIGHT OF WAY (UNOPENED)

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 07/10/2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0012

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 25 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0012 FOR RIDGE DEVELOPEMENT GROUP.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF ROSEMARY STREET, A 60' RIGHT OF WAY LYING WITHIN THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 8 RUN S02°07'18"E ALONG THE WEST LINE OF BLOCK 8 FOR A DISTANCE OF 638.69 FEET TO THE SOUTHWEST CORNER OF BLOCK 8; THENCE S87°49'17"W FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 9; THENCE N02°07'18"W ALONG THE EAST LINE OF BLOCK 9 FOR A DISTANCE OF 639.23 FEET TO THE NORTHEAST CORNER OF BLOCK 9 AND THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE N88°20'29"E ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS SCETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

RIDGE DEVELOPEMENT GROUP

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S Hattendorf

Digitally signed by Jeffrey S
Hattendorf
Date: 2023.07.11 12:10:33 -04'00'

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: 08626
CLIENT: RIDGE DEVELOPEMENT GROUP

SCALE: N/A
DATE: 07/10/2023

JOB NO. 23-0012

SHEET 2 OF 2



SHOWING REVISED PLAT
OF
NATIONAL GARDENS

Property of
Florida East Coast Development Co.
May 26/1926 P.R.M. Scale 1"=200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

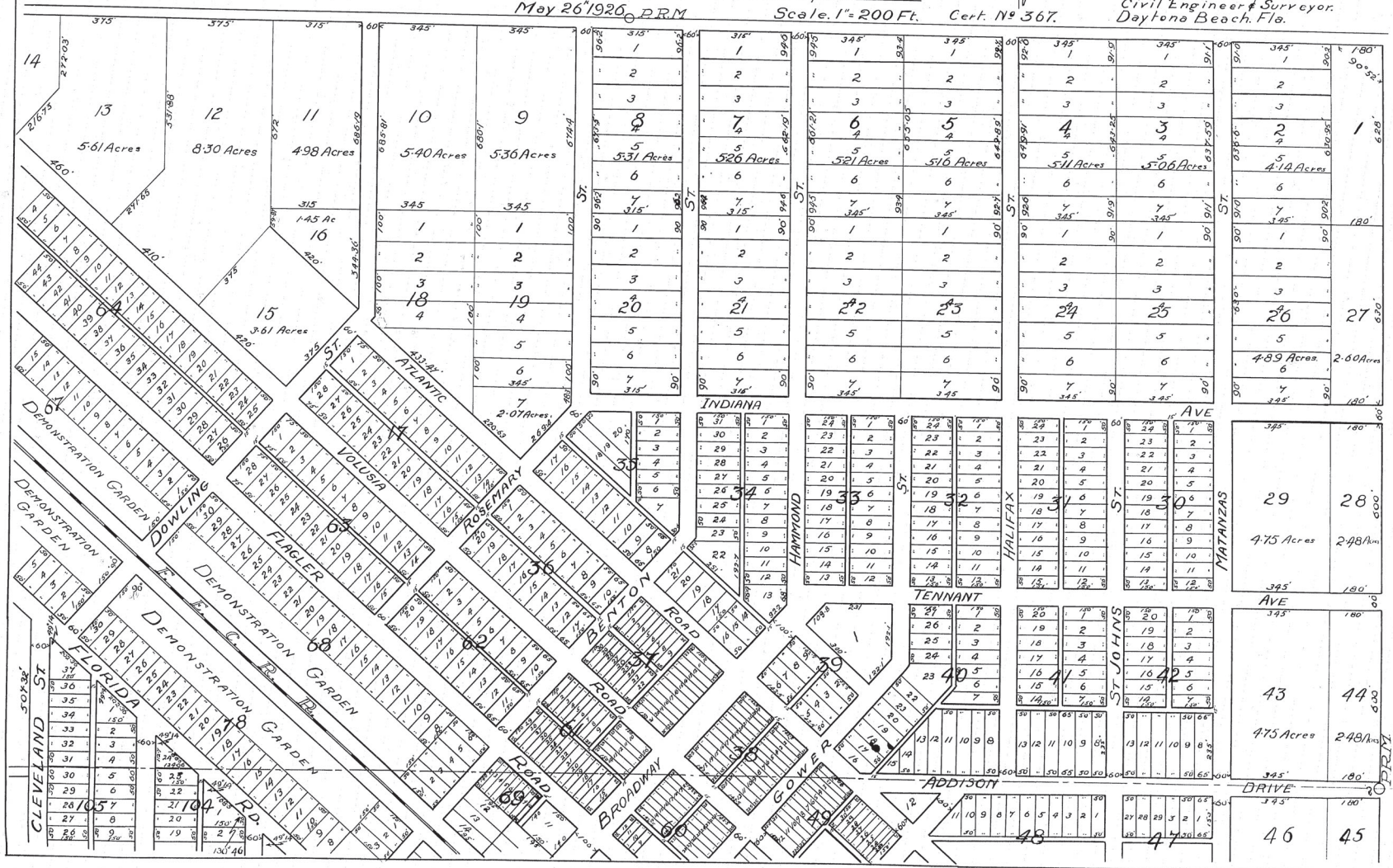
JUN 1 6 1926

W. J. W. W. W.
REGISTERED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLA.

Certified in compliance with Sur-
vey Laws of 1925 and filed for
record this

W. J. W. W. W.
Clark Circuit Court.
BY _____ S. C.

George A. Graham
Civil Engineer & Surveyor.
Daytona Beach, Fla.





July 10, 2023

To: Corey D. Brown, Esq.
Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

*Re: Proposed Vacation of Rights-of-Way, National Gardens, Map Book 10,
Page 250, Public Records of Volusia County, Florida.
Parcel Numbers: 313601090001, 313601080010, 313601010021 and
313601210050, 313601070010, 3125080000014 and 312501690010*

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joan Domning". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



To:

Corey D Brown, Esquire

420 South Nova Rd

Daytona Beach, FL 32114

corey@storchlawfirm.com

August 3, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way, National Gardens, Map Book 10, Page 250, Public Records of Volusia County, Florida. Parcel Numbers: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 and 312501690010. Please accept this letter as notification.

Attached request & map:



No Objection Ltr ATT
8-1-22.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493



Stacy Stafford
Supervisor, Construction
Field Ops

August 5, 2022

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach FL 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ADJACENT TO PARCEL NUMBERS: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 AND 312501690010.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

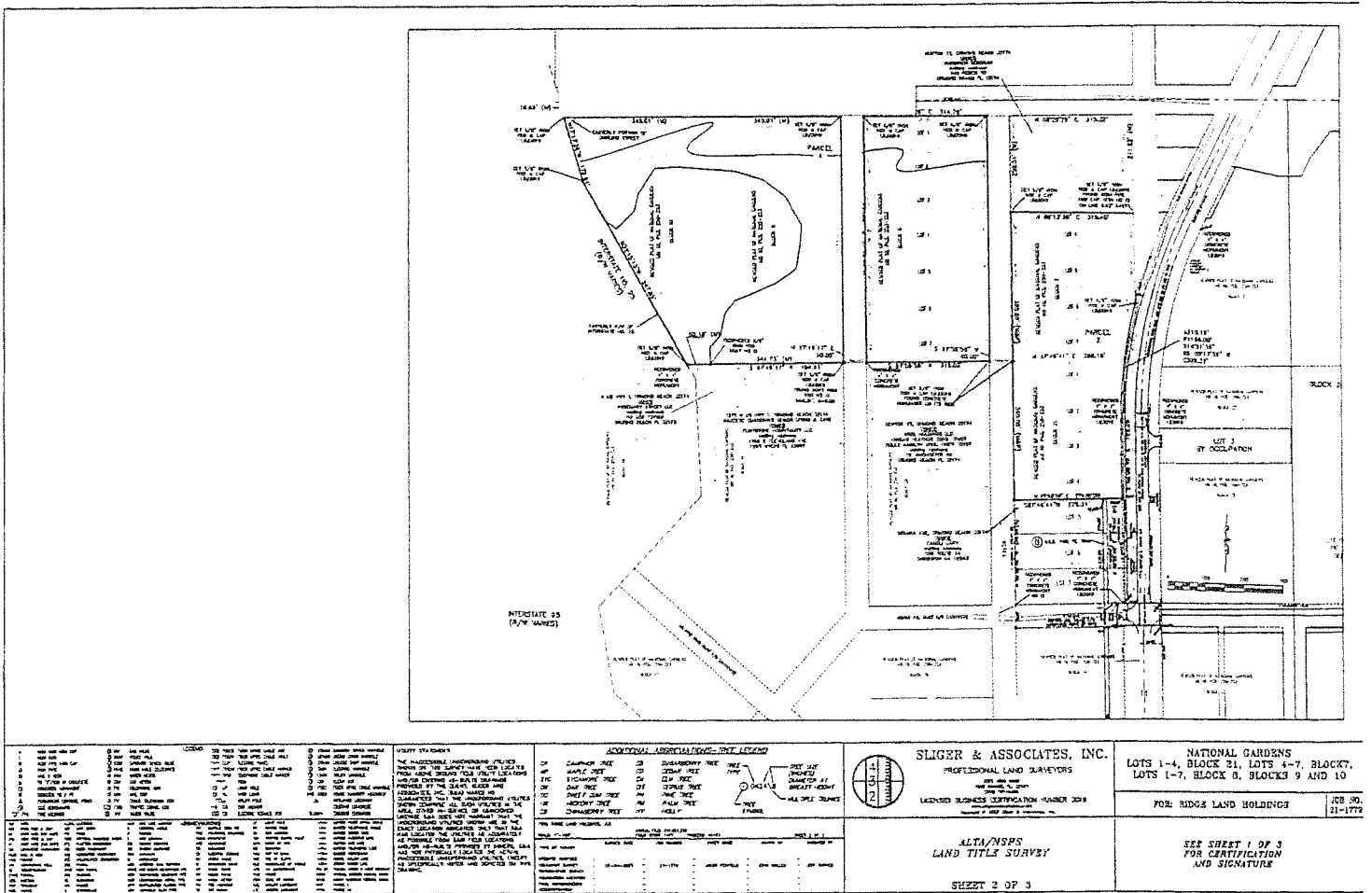
If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

Exhibit "A"





Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax: 386-586-6420

July 31, 2023

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

Re: No objection to the release of a platted right of way in parcel ID numbers:
313601200010, 313601010021, 313601210050

Please be advised that Florida Power and Light Company has no objection to the vacation of the easement described and shown on the attached Exhibit A located in Revised Plat of National Gardens Map Book 10, Pages 250-253 of the Public Records of Volusia County.

If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder
Engineering Lead



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2023-53

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF ROSEMARY STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-09-0001 AND 3136-01-08-0010; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a request for a right-of-way vacation for a portion of the unopened Rosemary Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.88 acres of the Rosemary Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-09-0001 and 3136-01-08-0010 as part of the Bradford Park subdivision. Rosemary Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926. Rosemary Street is not an improved right-of-way. The application seeks to vacate an area of approximately 0.88 acres internal to the Bradford Park subdivision

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is a right-of-way vacation of an older plat for a new subdivision. No compliance costs are anticipated.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is a right-of-way vacation of an older plat for a new subdivision. There are no charges or fees proposed.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is a right-of-way vacation of an older plat for a new subdivision. There are no new charges or fees proposed. The vacated right-of-way would be incorporated into a new subdivision.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None. This is a right-of-way vacation of an older plat for a new subdivision.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by certified mail to abutting property owners and newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 8.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-191
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Enclave Subdivision, Preliminary Plat		
Summary:	This is a request from Paylin Tymber 1 and 2, LLC, with the authorization of the property owner, Enclave of Timber Creek, LLC, for a preliminary plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road. The preliminary plat allows the construction of subdivision improvements and division of land consistent with the SR, Suburban Residential zoning district, that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The subdivision is proposed as long linear lots along North Tymber Creek Road and abutting Interstate 95. North Tymber Creek Road is a Volusia County roadway and the applicant has coordinated with Volusia County Traffic Engineering. The project is designed with four joint access points, each serving three lots. The access plan combines access points and limits curb cuts on North Tymber Creek Road. The project is proposing a 32-foot right-of-way dedication to Volusia County. The right-of-way interface will include a five (5') sidewalk and a 12" inch waterline across the property frontage. The preliminary plat is consistent with the SR, Suburban Residential zoning district. The <u>Planning Board</u> reviewed the preliminary plat on September 14, 2023 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the application.		
Financial Impact:	There is no budget impact as the result of the preliminary plat.		
Citizen Impact:	The preliminary plat is a technical review of the subdivision of land to verify consistency with the SR, Suburban Residential zoning district.		

	The subdivision design features large single family lots. The use and subdivision size are permitted uses in the zoning district and no negative citizen impacts are anticipated.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends the City Commission approve the preliminary plat for the Enclave subdivision of 12 single-family lots on 26.17 acres.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-191 Enclave Subdivision, Preliminary Plat (P23-0190G) 2. Exhibit A, Enclave subdivision plat 3. Exhibit B, Enclave subdivision Construction 4. 09.14.2023, Enclave Subdivision Preliminary Plat, PB Staff Report(85X11) 5. 09.14.2023, DRAFT Planning Board minutes, Enclave, Pre. Plat 6. 23-08-31-001-R_TheEnclave_OrmondBeach
Approval:	Kelly McGuire, Finance Director 9/19/2023 Claire Whitley, Assistant City Manager 10/4/2023 Joyce Shanahan, City Manager 10/5/2023

RESOLUTION NO. 2023-191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE “ENCLAVE SUBDIVISION”; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the “Applicant”), with authorization of Enclave of Timber Creek, LLC, a Florida Limited Liability Company, (the “Property Owner”) has submitted the preliminary plat for the “Enclave Subdivision”, and

WHEREAS, the subject property is located at 475 North Tymber Creek Road (Volusia County parcel number: 4113-00-00-0032) and is zoned as Suburban Residential (SR), and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee and the Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 12-lot preliminary plat for the “Enclave Subdivision”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Suburban Residential (SR) zoning district, and the resolution of outstanding Site Plan Review Committee comments, if any.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **October 17, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the “Enclave Subdivision”.

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

APPROVED AND AUTHENTICATED, this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

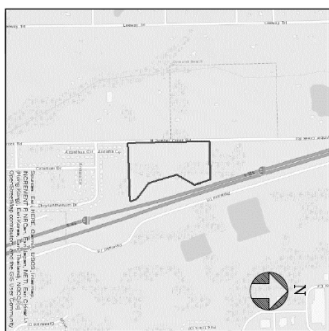
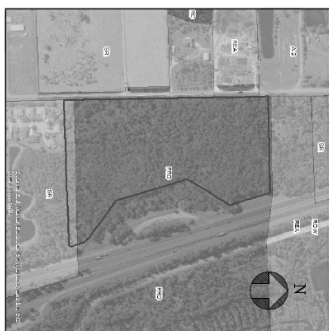
THIS PROJECT INCLUDES THE CONSTRUCTION OF RIGHT OF WAY IMPROVEMENTS TO SERVE 12 RESIDENTIAL LOTS.

[illegible]

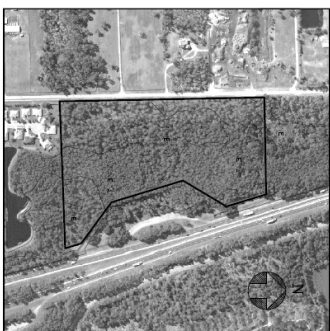
CIVIL ENGINEER:
ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rnhudak@zeycohen.com

SURVEYOR:
GEOPPOINT SURVEYING, INC.
555 WINDERLY PLACE, SUITE 120
MAITLAND, FL 32751
PHONE NUMBER: (321) 270-0440
FAX NUMBER: (813) 248-2266
CONTACT PERSON: JAMIE LEVINER,
P.S.M./V.P.
e-mail: jamieleviner@geopointsurv

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., SUITE C
OSMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

VICINITY MAPZONING MAP

SOILS MAP



FLOOD ZONE MAP

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

SHEET INDEX:	
C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3	DEMOLITION & SWPPP NOTES
C4	DEVELOPMENT & EROSION CONTROL PLAN
C5	OVERALL DEVELOPMENT PLAN
C6	SITE LAYOUT & UTILITY PLAN
C7	PAVING, GRADING & DRAINAGE PLAN
C8	CONTRACTOR'S DETAILS
C9	TRIPICAL LOT LAYOUT EXHIBIT
C10	TRIPICAL LOT LAYOUT EXHIBIT
TP1-TP3	TREE PROTECTION PLAN & DETAILS

LEGAL DESCRIPTION:

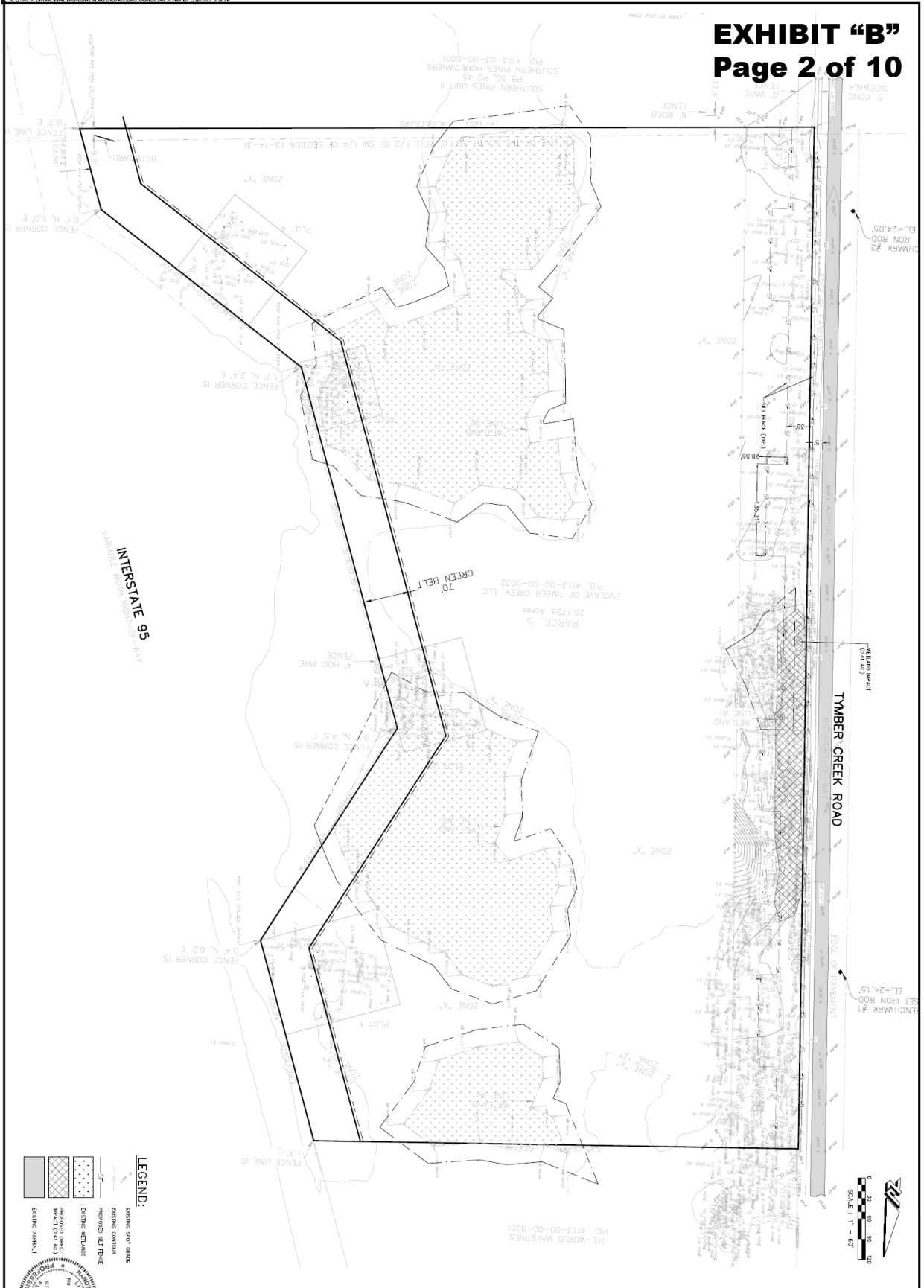
LEGAL DESCRIPTION:

[illegible]

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

EXHIBIT "B"

Page 2 of 10

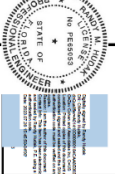


INTERSTATE 95
VARIABLE WIDTH RIGHT-OF-WAY

TIMBER CREEK ROAD

LEGEND:

- EXISTING SPOT MARK
- EXISTING CONTOUR
- PROPOSED BULF TONE
- EXISTING WELLS
- PROPOSED DRAINAGE
- EXISTING ASPHALT



PROJECT NO. 20-104	DESIGNED BY: RM
CHECKED BY: RM	DATE: 10/1/2020
DRAWN BY: RM	
DATE: 10/1/2020	
PROJECT NAME: ENCLAVE OF TIMBER CREEK LLC	
PROJECT LOCATION: VULBIA COUNTY, FLORIDA	

ENCLAVE FINAL ENGINEERING PLANS DEMOLITION & EROSION CONTROL PLAN

CITY OF ORMOND BEACH VULBIA COUNTY, FLORIDA

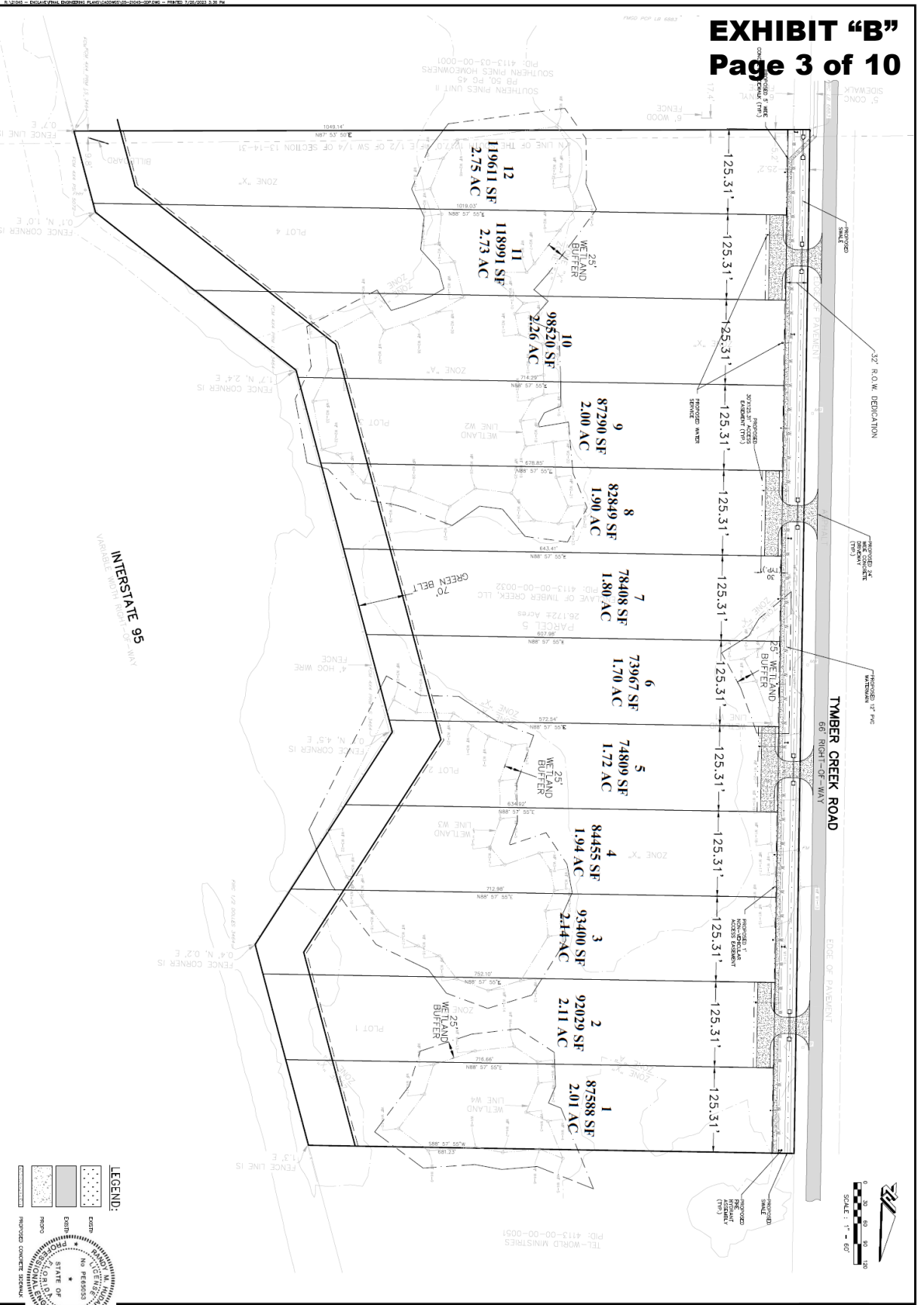
NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10/20/20	EEB	REVISED PER COUNTY COMMENTS DATED 9/14/20

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



EXHIBIT "B"

Page 3 of 10



ENCLAVE
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF ORLANDO BEACH
VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	12/20/24	WBC	REVISED FOR COUNTY COMMENTS DATED 12/14/24

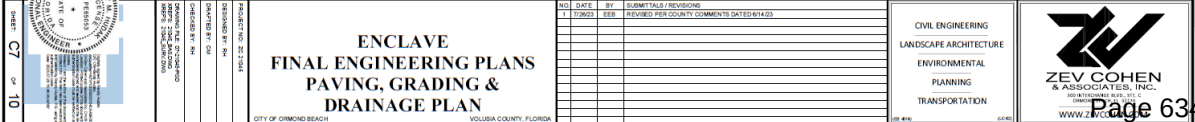
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

PROJECT NO. 25-0002
DESIGNED BY: WBC
CHECKED BY: WBC
DRAWN BY: WBC
DATE: 12/20/24

SCALE: 1" = 60'

ZEV COHEN & ASSOCIATES, INC.
1000 W. WINDY HILL BLVD., SUITE 100
ORLANDO, FL 32834
(407) 253-1100





PROPOSED
DRAIN FIELD

PROPOSED
DRAIN FIELD

LEGEND:



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



ENCLOSURE - LOT 8 Retention Basin Calculation Total Lot Area = 8849 S.F. Project Area = 5937 S.F. Impermeable Area = 6449 S.F. $\% \text{ Impermeable} = (6449/5937) \times 100 = 10.86\%$					
Required Retention $1'' \text{ over Project Area}$ $(5937 \text{ S.F.} \times 0.0007) = 4.15 \text{ CF}$					
ENCLOSURE - LOT 7 Retention Basin Calculation Total Lot Area = 8849 S.F. Project Area = 5937 S.F. Impermeable Area = 7199 S.F. $\% \text{ Impermeable} = (7199/5937) \times 100 = 12.12\%$					
Required Retention $1'' \text{ over Project Area}$ $(5937 \text{ S.F.} \times 0.0008) = 4.75 \text{ CF}$					
Excavation	Area (sq)	Volume (cu)	Volume (cu-ft)	Volume (cu-ft)	Volume (cu-ft)
23.0	2,057	0.047	0	0	0
24.0	2,922	0.067	2,490	0.057	0
Retention Provided (Foot 3)					
Excavation	Area (sq)	Volume (cu)	Volume (cu-ft)	Volume (cu-ft)	Volume (cu-ft)
23.0	2,112	0.048	0	0	0
24.0	2,945	0.066	2,529	0.055	0
Total Storage Volume Provided = 5,018 CF					

ENCLOSURE - LOT 7 Retention Basin Calculation Total Lot Area = 8849 S.F. Project Area = 5937 S.F. Impermeable Area = 7199 S.F. $\% \text{ Impermeable} = (7199/5937) \times 100 = 12.12\%$					
Required Retention $1'' \text{ over Project Area}$ $(5937 \text{ S.F.} \times 0.0008) = 4.75 \text{ CF}$					
Excavation	Area (sq)	Volume (cu)	Volume (cu-ft)	Volume (cu-ft)	Volume (cu-ft)
23.0	1,567	0.036	0	0	0
24.0	2,560	0.059	2,464	0.047	0
Retention Provided (Foot 3)					
Excavation	Area (sq)	Volume (cu)	Volume (cu-ft)	Volume (cu-ft)	Volume (cu-ft)
23.0	1,198	0.028	0	0	0
24.0	2,082	0.048	1,440	0.038	0
Total Storage Volume Provided = 5,542 CF					

OPTIONAL POOL DECK
30' X 50'

PROPOSED
DETACHED GARAGE
10' SETBACK

PROPOSED
RETENTION AREA

**ENCLOSURE
FINAL ENGINEERING PLANS
TYPICAL LOT LAYOUT EXHIBIT**

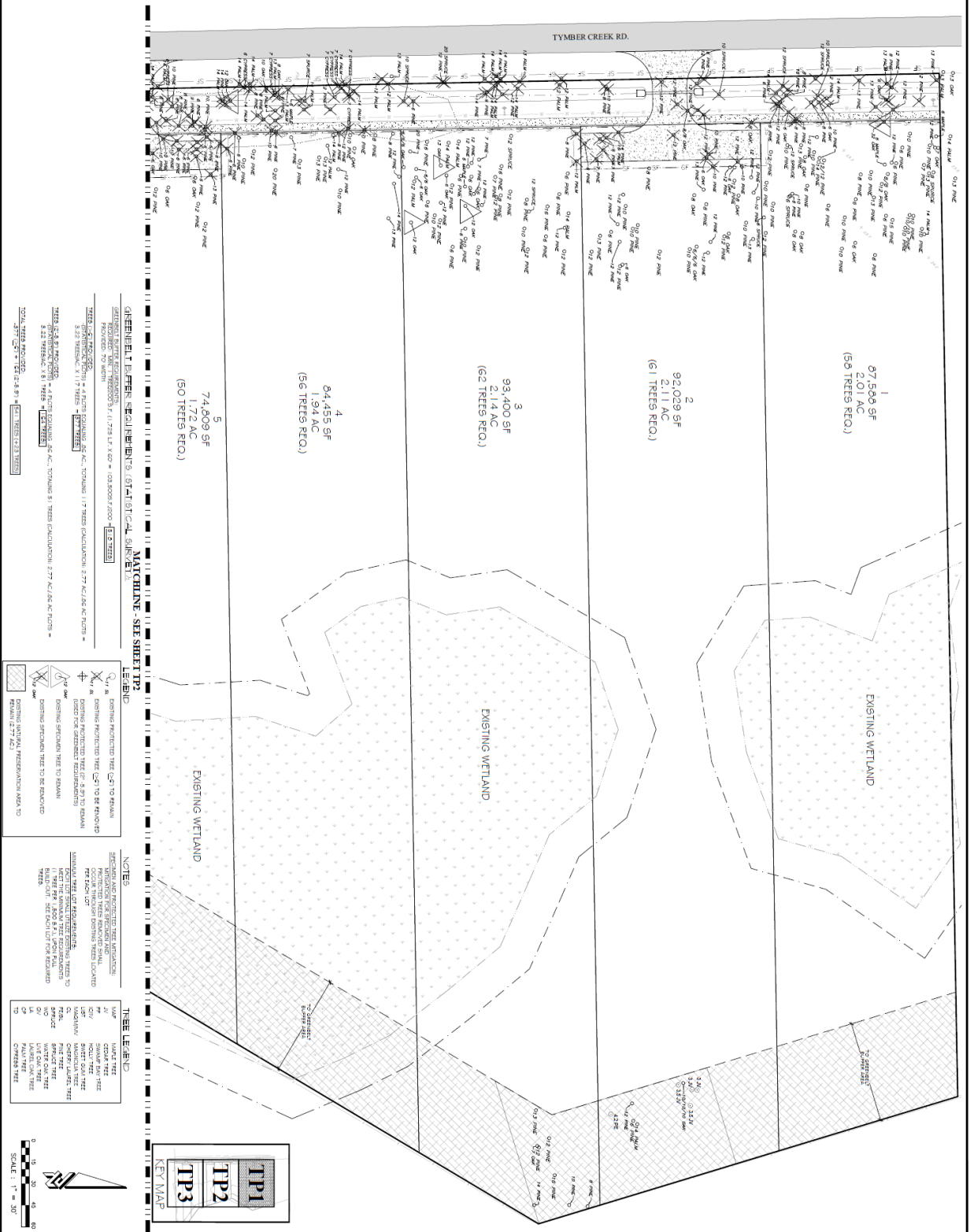
CITY OF ORANGE BEACH

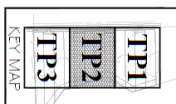
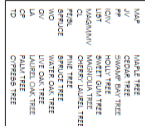
VOLusia COUNTY, FLORIDA

NO.	DATE	BY	REVISIONS / COMMENTS
1	7/2/2023	EEB	REVISED PER COUNTY COMMENTS DATED 6/14/23



ENCLOSURE - LOT 8
ENCLOSURE - LOT 7
ENCLOSURE - LOT 6
ENCLOSURE - LOT 5
ENCLOSURE - LOT 4
ENCLOSURE - LOT 3
ENCLOSURE - LOT 2
ENCLOSURE - LOT 1






 DISTURB PROTECTED TREE (2" TO REMAIN)


 DISTURB PROTECTED TREE (2" TO BE REMOVED)


 DISTURB PROTECTED TREE (2" TO REMAIN)


 DISTURB PROTECTED TREE (2" TO REMAIN)


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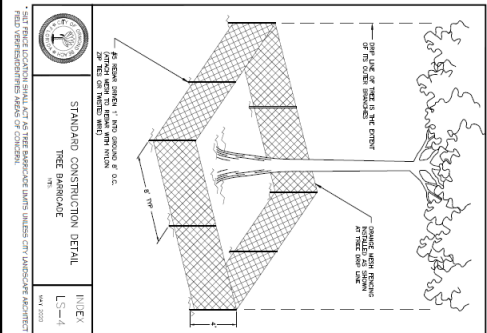
CITY OF ORMOND BEACH

VOLUSIA COUNTY, FLORIDA

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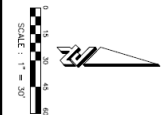
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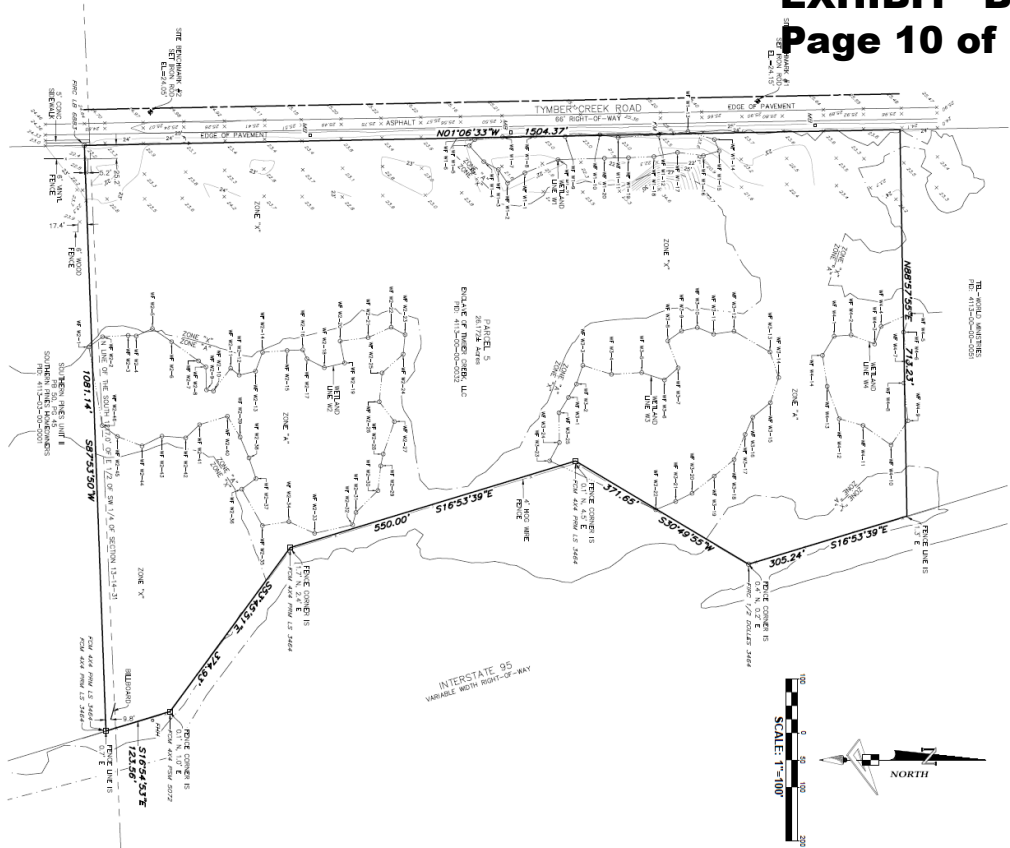


[illegible]

	DUSTING PROTECTED TREE (C-20) TO REMAIN
	DUSTING PROTECTED TREE (X-20) TO BE REMOVED
	DUSTING PROTECTED TREE (C-5, 20) TO REMAIN (USED FOR CREDITED REQUIREMENTS)
	DUSTING SPECIFIED TREE TO REMAIN
	DUSTING SPECIFIED TREE TO BE REMOVED
	DUSTING UTILITY PRESERVATION AREA TO REMAIN (27 AC)

MAP	MATE TREE
JV	GEDAR TREE
PP	SWAMP BAY TREE
ICIV	HOLT TREE
LIST	SWEET GUM TREE
MAGMAM	MACHOLA TREE
CL	CHERRY LAUREL TREE
PERL	PINE TREE
SPURCE	SPURCE TREE
WO	WATER OAK TREE
OV	LIVE OAK TREE
LA	LARLE OAK TREE
CP	PALM TREE
TD	CYPRESS TREE





LEGAL DESCRIPTION:

[illegible]

SURVEYOR'S NOTES

- [illegible]

SCHEDULE B-11 EXCEPTIONS

- [illegible]

Vicinity Map
Not to Scale



Certification:

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2002 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and accepted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 6/18/21.

GEOPoint SURVEYING, INC.



Digitally signed by Andre D. French
DN: cn=Andre D. French,
o=Eastport Survey, ou=
East-Port-Survey, email=andrew.french@eastportns.gov, c=US
Date: 2021.08.10 16:13:30
+04'00'

[illegible]



PLANNING BOARD STAFF REPORT

Enclave Subdivision, Preliminary Plat
Project Number: PP 2023-066

PLANNING BOARD DATE:	September 14, 2023
TENTATIVE CITY COMMISSION DATE:	October 17, 2023 (one hearing)
APPLICANT:	Paylin Tymber 1 and 2, LLC
PROPERTY OWNER:	Enclave of Timber Creek, LLC
LOCATION:	475 North Tymber Creek Road
REQUEST:	Preliminary plat approval for 12 single-family lots on 26.17 acres within the SR, Suburban Residential zoning district.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request from Paylin Tymber 1 and 2, LLC, with the authorization of the property owner, Enclave of Timber Creek, LLC, for a preliminary plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road. The preliminary plat allows the construction of subdivision improvements and division of land consistent with the SR, Suburban Residential zoning district, that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.

SECTION 2, BACKGROUND:

The site is designated “Suburban Low Density Residential” (SLDR) on the City’s Future Land Use Map and was previously approved for a Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development and authorized a development order for 35 single-family lots that were 80’ by 110’. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. On May 2, 2023, the City Commission approved Ordinance 2023-22 that authorized a zoning map amendment from PRD, Planned Residential Development to SR, Suburban Residential.

SECTION 3, ANALYSIS:

The site is designated “Suburban Low Density Residential” (SLDR) on the City’s Future Land Use Map and is zoned SR, Suburban Residential.

The following exhibit shows the surrounding land uses and zoning:

EXHIBIT 1: Surrounding land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Vacant Property	“Rural Estate/ Agriculture”	REA, Rural Estate/Agricultural
South	Southern Pines Subdivision	“Suburban Low Density Residential”	SR, Suburban Residential with a Planned Residential Development overlay
East	Interstate 95 and (Pineland subdivision)	“Suburban Low Density Residential”	Planned Residential Development
West	Single-Family	Volusia County “Rural”; City “Rural Estate/ Agriculture”, “Suburban Low Density Residential”	Volusia County Rural; City REA, Rural Estate/Agricultural, SR, Suburban Residential

The SR, Suburban Residential zoning district allows the following housing types:

1. Permitted: This type allows one unit per two acres and does not mandate connection to water or sewer service.
2. Zoning to Planned Development: Any density above one unit per acre requires a zoning map amendment to Planned Residential Development.
3. Single-family, connected to water: This type allows one unit per acre with a connection to city water services. Wastewater treatment is allowed to be septic services.

The Enclave subdivision seeks to connect to water at one unit per acre (or larger) and use septic systems for wastewater services. There are no wastewater lines in close proximity to the subdivision.

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: Utilizing the zoning district standards, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required subdivision improvements prior to recording the final plat (LDC, Section 4-18(8)(a)). When the required subdivision improvements are complete, the final plat along with the subdivision documents would be submitted by the applicant to the Site Plan Review Committee (SPRC). The final plat would be reviewed and acted upon by the City Commission and recorded. There are currently no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to be reviewed by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (LDC, Section 4-18(8)(b)). With this option the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after final action by the City Commission. There is an active Land Development Code amendment that would require final plats to be reviewed by the Planning Board. After recordation, the applicant would then construct the improvements.

2. **Final Plat:** The final plat is a legal document that is reviewed by the Site Plan Review Committee (SPRC), an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to be reviewed by the Planning Board.

The subdivision is proposed as long linear lots along North Tymber Creek Road and abutting Interstate 95. North Tymber Creek Road is a Volusia County roadway and the applicant has coordinated with Volusia County Traffic Engineering. The project is designed with four joint access points, each serving three lots. The access plan combines access points and limits curb cuts on North Tymber Creek Road. The project is proposing a 32-foot right-of-way dedication to Volusia County. The right-of-way interface will include a five (5') sidewalk and a 12" inch waterline across the property frontage.

The lot size ranges from a minimum of 1.70 acres to 2.75 acres with a width of 125 linear feet along North Tymber Creek Road. The subdivision has a total of 5.64 acres of wetlands and 0.47 acres of wetland impacts for the waterline and sidewalk installation. After the plat is recorded, it is possible that there may be additional wetland impacts on individual lots that would require permitting by the city and St. Johns River Water Management District.

On the property boundary with Interstate 95, the project proposes a 70-foot Greenbelt Preservation area where 60' is required. This area is to remain in its natural state. The infrastructure improvements will include the waterline, access points, and a sidewalk along North Tymber Creek Road. After the plat is recorded, individual lot owners would submit building plans that include a stormwater analysis, tree management plan, and a plot plan of the proposed lot improvements.

SECTION 4, CONCLUSION:

Section 4-17, Preliminary plat approval procedures, of the Land Development Code establishes the preliminary plat process. Per Section 4-17 of the Land Development Code, the following should be considered in the review of the preliminary plat:

- (1) All preliminary plat and plans shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats and plans.**

The preliminary plat plans, ATTACHMENT 3, have been prepared by a Florida licensed surveyor. The subdivision construction drawings, ATTACHMENT 4, have been prepared by a Florida licensed professional engineer.

- (2) Required information including site and development data, development plan, and master road and utilities layout plan.**

ATTACHMENT 4, includes the required site plan information including utilities, required Greenbelt preservation, and site access from North Tymber Creek Road. The outstanding Site Plan Review Committee (SPRC) comments in

ATTACHMENT 1 would need to be resolved to allow any SPRC approval or site construction.

(3) Consistency with the approved development order or zoning district for the property under application.

The SR, Suburban Residential zoning district is included in ATTACHMENT 5 and the proposed preliminary plat is consistent with the zoning district.

(4) Consistency with the provisions of the Land Development Code.

The property is designated “Suburban Low Density Residential” on the City’s Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City’s Comprehensive Plan. The subdivision will not adversely impact environmentally sensitive lands or natural resources. There is adequate capacity in the public infrastructure to serve this project. The preliminary plat submittal complies with the Land Development Code, Comprehensive Plan, and the SR, Suburban Residential zoning district.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the preliminary plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The preliminary plat is consistent with the SR, Suburban Residential zoning district requirements.

Attachments:

- Attachment 1: Site Plan Review Committee outstanding comments
- Attachment 2: Project maps
- Attachment 3: Preliminary plat
- Attachment 4: Subdivision construction plans
- Attachment 5: SR, Suburban Residential zoning district

ATTACHMENT 1

Site Plan Review Committee outstanding comments

Project Name: PZ-23-066

Project Description: The Enclave, 12 Lots on 26.17 acres

Review Comments List Date: 8/24/2023

Ref. # 16, Civil Engineer, David Allen, 6/14/23 9:18 AM, Cycle 1, Unresolved

Markup: Civil Wetland Impacts, C5 OVERALL DEVELOPMENT PLAN.pdf

This area for lots 10, 11 and 12 is not accessible without impacts to the wetlands. Please provide acknowledgement of wetland impacts and provide mitigation plan.

Provide the 25 foot wetland buffer required by Volusia County.

Responded by: Scott Adams - 7/26/23 4:18 PM

Access to the eastern portions of those lots and any associated wetland impacts will be up to the lot owner to address. No impacts are currently proposed.

Ref. # 18, Civil Engineer, David Allen, 6/14/23 9:18 AM, Cycle 1, Unresolved

Markup: Civil-Wetland Limits, C5 OVERALL DEVELOPMENT PLAN.pdf

It appears that this area for lots 1 and 3 are not accessible without impacts to the wetland. Provide information on the impacts and the mitigation plan.

Responded by: Scott Adams - 7/26/23 4:18 PM

Access to the eastern portions of those lots and any associated wetland impacts will be up to the lot owner to address. No impacts are currently proposed.

Ref. # 41, Civil Engineer, David Allen, 8/8/23 1:22 PM, Cycle 2, Unresolved

Markup: Civil-Wetland and Buffer, C5 OVERALL DEVELOPMENT PLAN.pdf

Add note to this plan that spells out the process for impacts to the wetlands and buffer.

Example:

"Impacts to the wetlands and 25-foot buffer require permitting from St. Johns River Water Management District."

Ref. # 14, Landscape Architect, Cara Culliver, 6/12/23 11:13 AM, Cycle 1, Unresolved

Markup: Tree Survey , TP1 TREE PROTECTION PLAN & DETAILS.pdf

A sealed survey, prepared by a state-licensed land surveyor, showing the house, driveway locations, all boundary information and exact locations for all hardwood trees, and palms over six inches (6") in diameter, and pines over ten inches (10") in diameter as measured four and one-half feet (4½') above the ground. The professional survey shall not be less than one (1) year old from the date submitted. If applicant intends on applying for tree credits for existing trees down to four inches (4"), they must meet the survey and tree protection requirements as outlined in section 3-04(c).

Responded by: Scott Adams - 7/26/23 4:18 PM

Since the lots will be custom homes built for specific home owners, this information will be provided on an individual lot basis at the time of building permit.

Ref. # 33, Landscape Architect, Cara Culliver, 8/1/23 3:39 PM, Cycle 2, Unresolved

Markup: Plot Area Locations, Statistical Tree Survey Map.pdf

- The plot areas can't be within the developable area of the lot. There is NO insurance that these trees used for the greenbelt calculations will remain when the lot is developed (repeat previous comment).

- The tree protection plans plot areas and this exhibit need to be consistent/matching.

Ref. # 34, Landscape Architect, Cara Culliver, 8/1/23 3:52 PM, Cycle 2, Unresolved

Markup: Plot Areas, TP1 TREE PROTECTION PLAN & DETAILS.pdf

- Please label and identify the plot areas on the Tree Protection Plans.

Ref. # 35, Landscape Architect, Cara Culliver, 8/1/23 3:58 PM, Cycle 2, Unresolved

Markup: Greenbelt buffer calculations, TP1 TREE PROTECTION PLAN & DETAILS.pdf

- Under the Greenbelt Buffer Requirements, please add that the Greenbelt Area = 2.37 Acres

- Add plot area information as marked up.

- Tree Provided would equal 2.37 Acres the Greenbelt Area Only and not 2.77 Acres, please correct calculations.

- The Provided trees at 6" and greater = 102 trees + 9 Palms divided by 3 = 3 Trees = Grand Total = 105 Trees

- The trees between 2"-5.99" the total number is 53.

- You are short (83) trees to meet the Greenbelt requirements.

Ref. # 36, Landscape Architect, Cara Culliver, 8/1/23 5:56 PM, Cycle 2, Unresolved

Markup: Specimen Tree Chart - Removals, TP3 TREE PROTECTION PLAN & DETAILS.pdf

- Please see city LA's specimen chart in the reviewer folder.

- There are (4) 12" specimen trees removed.

- The price for the 32" Oak is \$2,183, please correct.

- Total = \$3,411.00

Ref. # 37, Landscape Architect, Cara Culliver, 8/1/23 5:56 PM, Cycle 2, Unresolved

Markup: Specimen Trees - Saved Chart, TP3 TREE PROTECTION PLAN & DETAILS.pdf

- Only the saved greenbelt trees can be used for this requirement. The lot trees can't count toward this requirement because at this stage we don't know if the specimen trees will be saved. Tree mitigation for the lots will be accessed when each lot is developed.

- The specimen tree mitigation for the removal of these trees in the proposed driveway & sidewalk areas will be satisfied with donating into the City Tree Fund for \$1,486.00. Please note the verbage above on this plan.

Ref. # 38, Landscape Architect, Cara Culliver, 8/2/23 11:17 AM, Cycle 2, Unresolved

Markup: Protected Tree Calculations, TP3 TREE PROTECTION PLAN & DETAILS.pdf

- Pine trees are protected at 10" DBH and should only be included in these calculations. Pines small in size shouldn't be included.

Number #3 preserved tree density would be the greenbelt area only, see mark-up.

- See marked up form A.

Ref. # 39, Landscape Architect, Cara Culliver, 8/2/23 11:37 AM, Cycle 2, Unresolved

Markup: Protected Tree Mitigation, TP3 TREE PROTECTION PLAN & DETAILS.pdf

Tree mitigation of 117 trees at 10' height and 2.5" caliper shall be within the greenbelt only and not on the remaining lot area.

Ref. # 40, Landscape Architect, Cara Culliver, 8/2/23 3:20 PM, Cycle 2, Unresolved

Markup: Tree Survey, TP1 TREE PROTECTION PLAN & DETAILS.pdf

- A tree survey prepared by a state-licensed surveyor needs to be provided as per previous comment.

Ref. # 27, Planning Director, Steven Spraker, 6/15/23 2:05 PM, Cycle 1, Unresolved

Markup: Planning, School concurrency, C1 COVER SHEET.pdf

Please provide a reservation certificate from the Volusia County Schools or written documentation that a reservation certificate is not required. This is need for the Planning Board hearing.

Responded by: Scott Adams - 7/26/23 4:18 PM

A copy of the reservation certificate will be provided upon receipt.

Ref. # 32, Planning Director, Steven Spraker, 8/1/23 4:54 AM, Cycle 2, Unresolved

Comment:

Project is scheduled for September 14th Planning Board and October 17, 2023 City Commission.

Note that final plats are required to go to Planning Board and City Commission.

ATTACHMENT 2

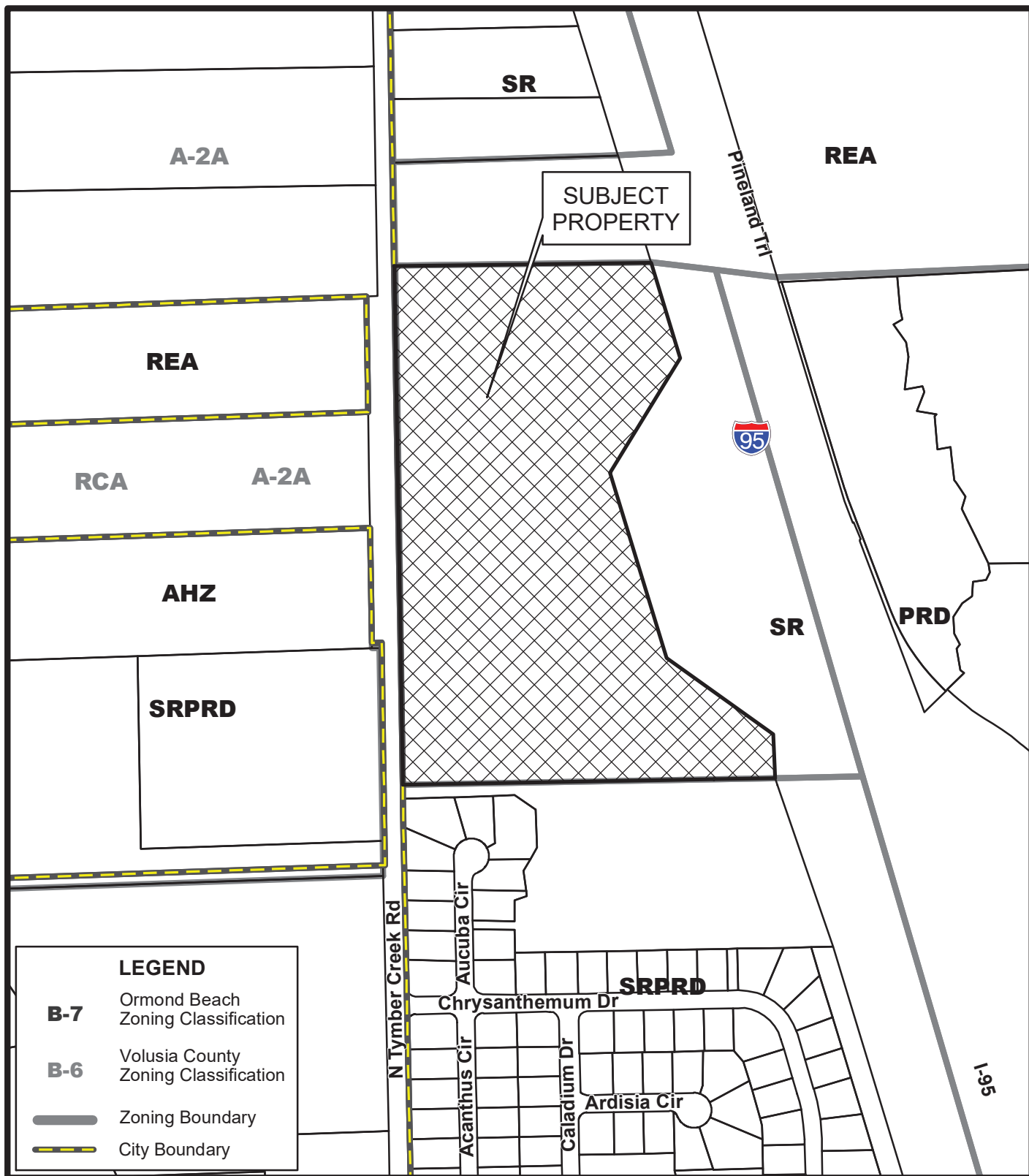
Project Maps



**THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
AERIAL MAP**

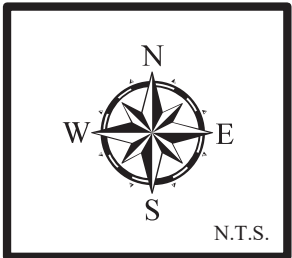
Prepared By: The City of Ormond Beach
G.I.S. Department - August 24, 2023

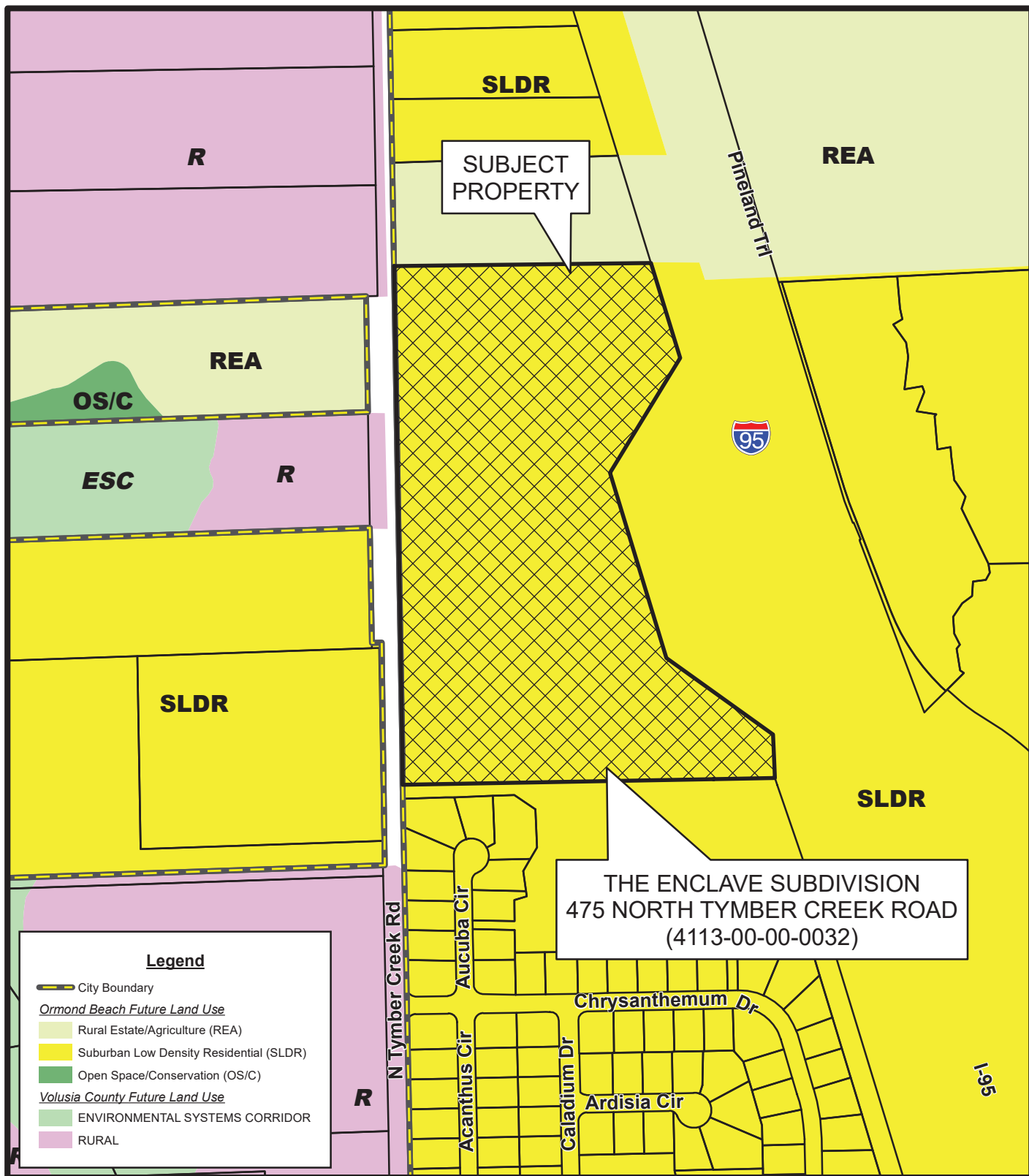




THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
CURRENT ZONING MAP

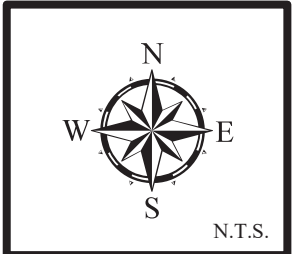
Prepared By: The City of Ormond Beach
 G.I.S. Department - August 24, 2023





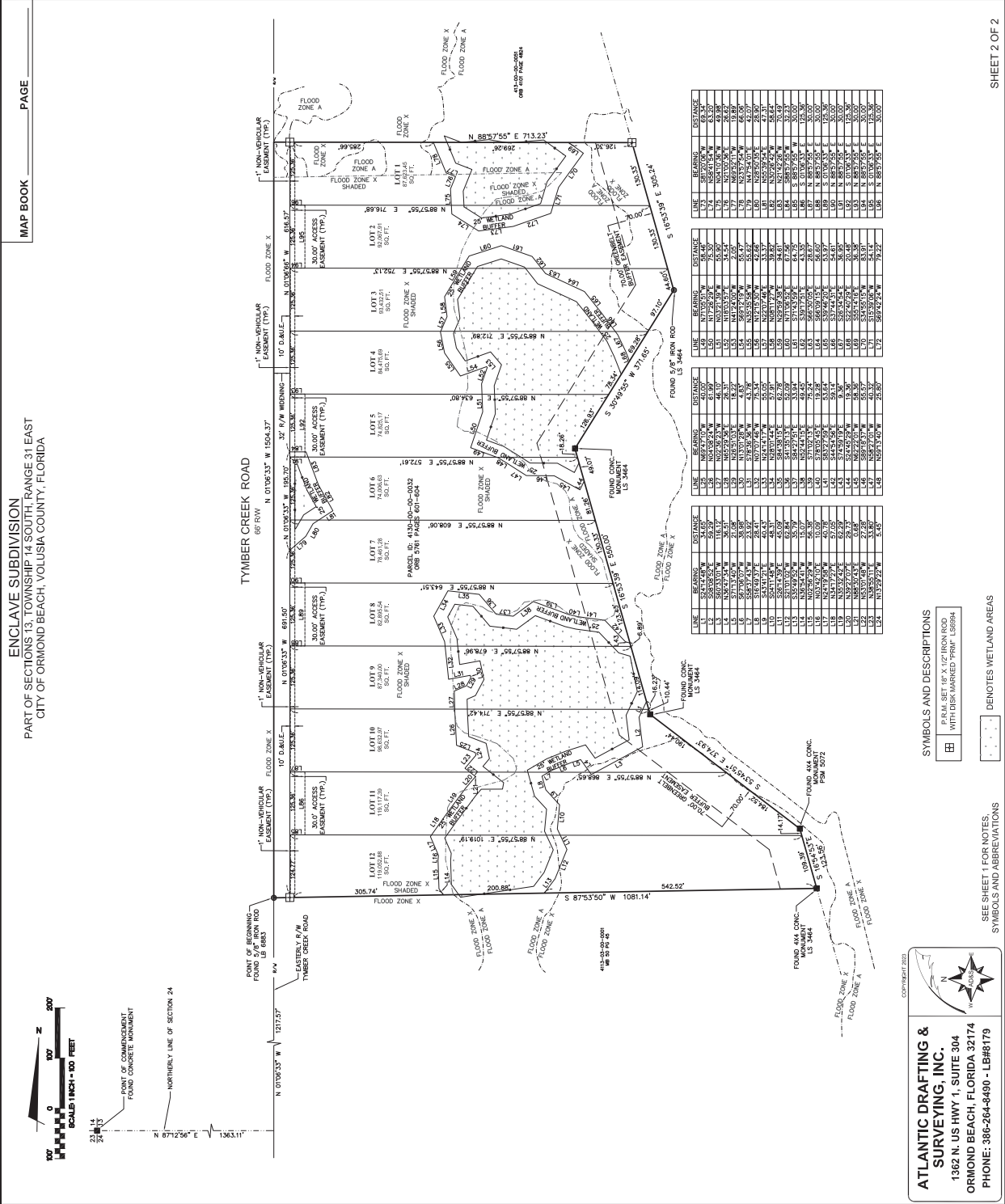
THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
 G.I.S. Department - February 17, 2023



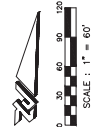
ATTACHMENT 3

Preliminary Plat



ATTACHMENT 4

Subdivision construction plans



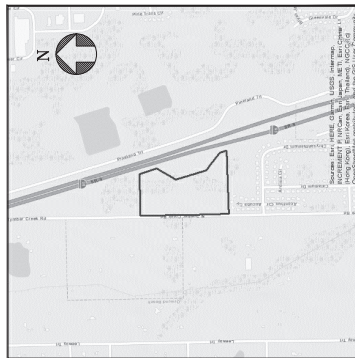
**ZEV COHEN
& ASSOCIATES, INC.**
300 WATERMAN BLVD., STE. C
DANFORTH BLVD., FL 32134
WWW.ZEVCOHEN.COM

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: lstehr@zevcohen.com

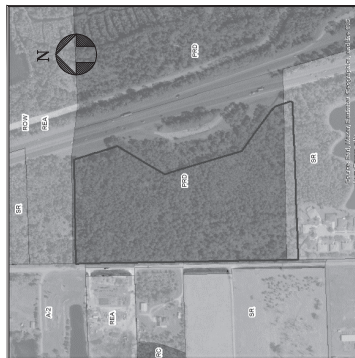
THIS PROJECT INCLUDES THE CONSTRUCTION OF RIGHT OF WAY IMPROVEMENTS TO SERVE 12 RESIDENTIAL CITS

SITE INFORMATION:	
STATE ADDRESS:	475 N. TIMBER CREEK ROAD
CITY:	PRINZ JAC
ZIP CODE:	97058-6000
PERMIT NO. & DATE:	SPD-17-00-00-0003
EXISTING ZONING:	SR
PROPOSED ZONING:	VACANT
EXISTING LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	SLDR
EXISTING FUTURE LAND USE:	22 LOTS
UNIT/LOT COUNTS:	1,458 UNITS/Acre
UNITS/LOT DENSITY:	30 FT
MINIMUM LOT AREA:	10 FT TOTAL 30'
REAR:	30 FT
MINIMUM LOT WIDTH:	1' ACRE
MAXIMUM BUILDING LOT COVERAGE:	100%
MAXIMUM IMPERVIOUS COVERAGE:	50%
EXISTING HEIGHT:	FT
UTLITIES:	WATER BY CITY OF GRAND BEACH, SEWER SHALL BE SERVING THE SYSTEM

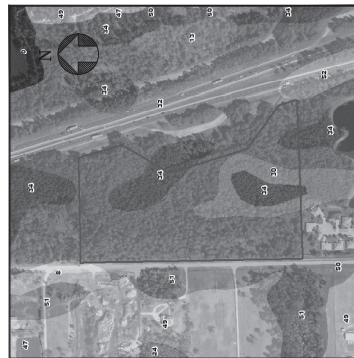
PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840



VICINITY MAP
SCALE: 1" = 1000'



ZONING MAP
SCALE: 1" = 400'

SOILS MAP
SCALE: 1" = 100'

FLOOD ZONE MAP

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:

8: BASINGER FINE SAND, DEPRESSIONAL	34: MYAKKA-ST. JOHNS COMPLEX
13: CASSIA FINE SAND	47: PITS
24: FLUVAQUENTS	48: POMONA FINE SAND
30: IMMOKALEE SAND, DEPRESSIONAL	50: POMONA FINE SAND, DEPRESSIONAL
32: MYAKKA FINE SAND	54: POMONA ST. JOHNS COMPLEX

SCALE: 1" = 400'

SCALE: 1" = 400'
THE PROPERTY LIES IN:
FLOOD ZONE "X" AND FLOOD ZONE "A" AND A REGULATORY FLOODWAY PER FEMA MAP
#1212C0194J DATED 02/19/2014.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

SHEET INDEX:	
C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3	CONSTRUCTION AND SWPPP NOTES
C4	DEVELOPMENT CONTROL PLAN
C5	GENERAL DEVELOPMENT PLAN
C6	SITE LAYOUT & UTILITY PLAN
C7	PAVING, GRADING & DRAINAGE PLAN
C8-C9	CONSTRUCTION DETAILS
C10	TYPICAL LOT LAYOUT EXHIBIT
TP1-TP3	TREE PROTECTION PLAN & DETAILS

[illegible]

PLANS

AVE
ERING
SHEET

ENCL/ENGINE/COVERS

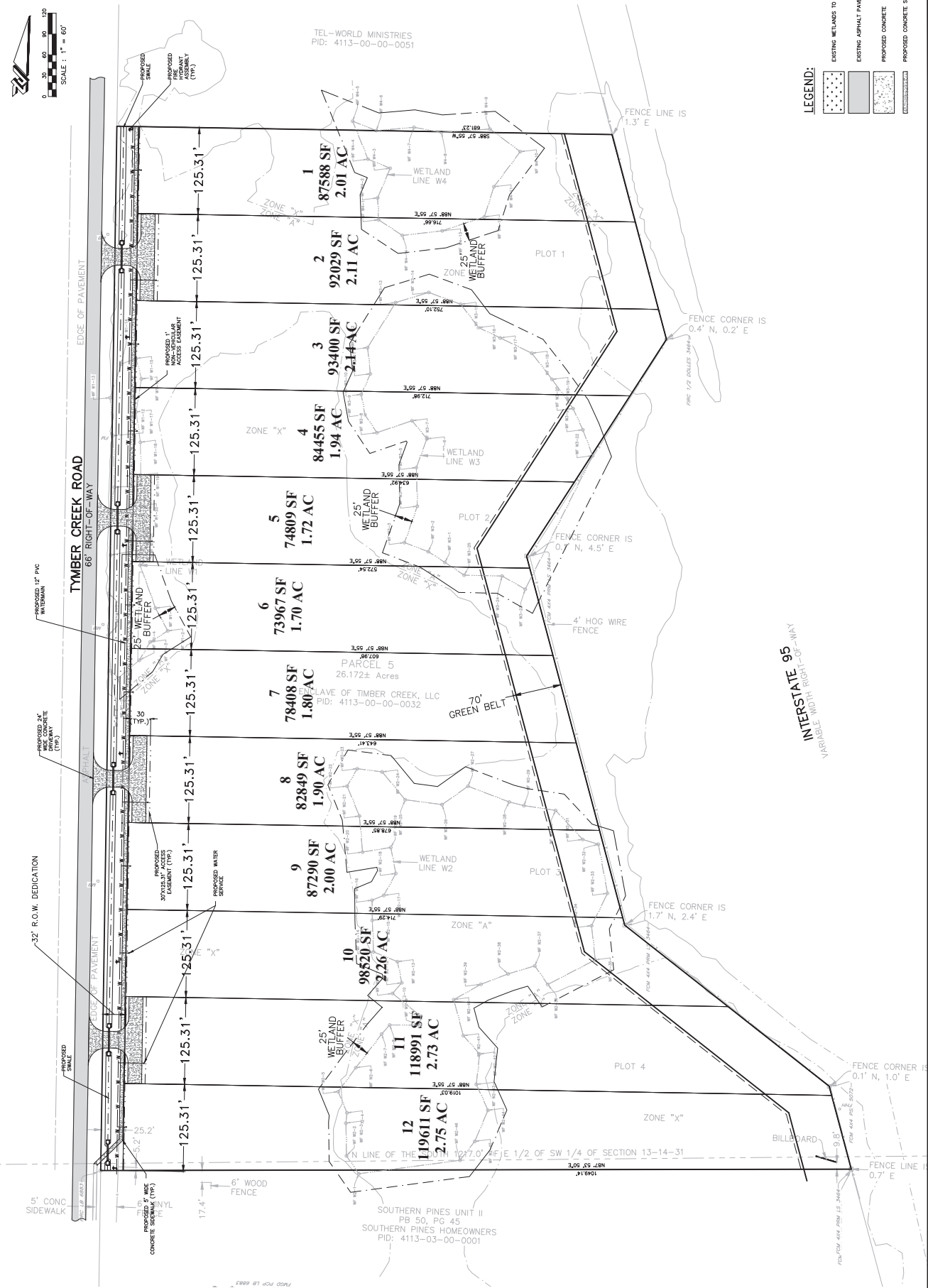
PROJECT NO. ZC 21045

CITY OF OAKLAND BEACH

FINAL

DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH

DRAWING FILE: 01-21045-003VRANDY M. HUCK, P.E., NO. 86035SHEET: C1 of 10





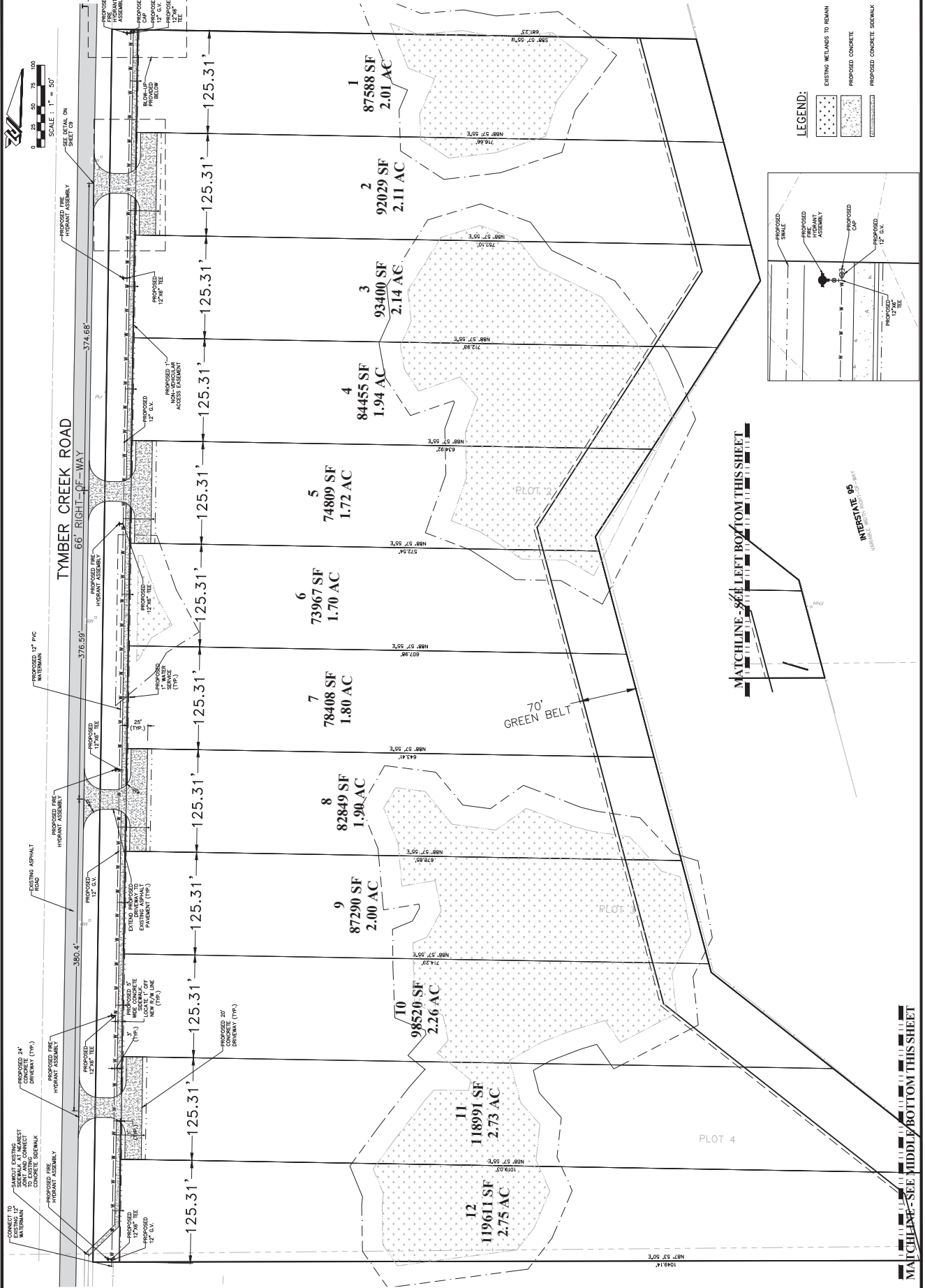
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3800 WILSON BLVD., SUITE 100
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

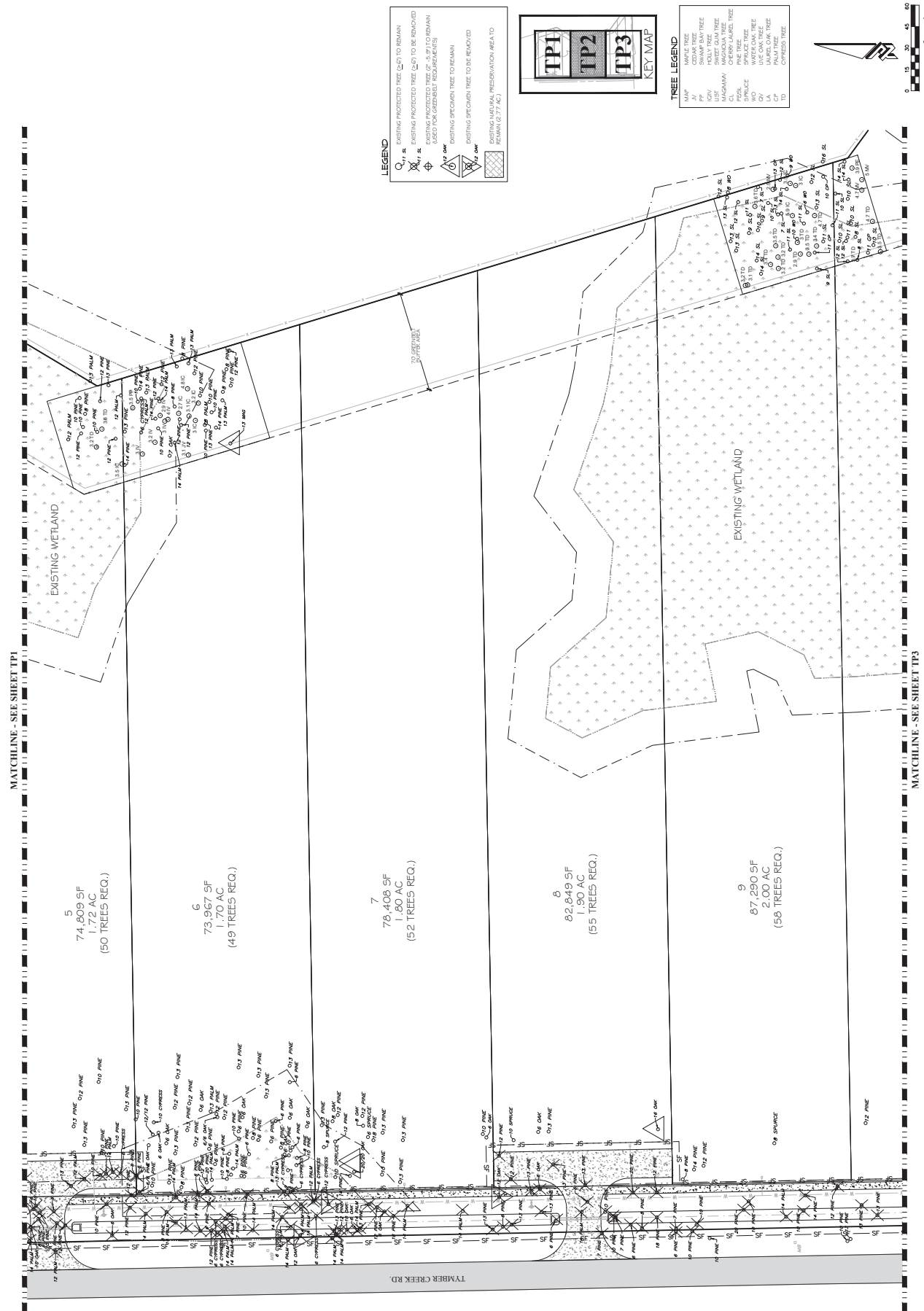
ENCLAVE FINAL ENGINEERING PLANS SITE LAYOUT & UTILITY PLAN

PROJECT NO. 22-246
DESIGNED BY: RM
CHECKED BY: RM
DATE: 08/11/2022
CITY OF CHANDLER, ARIZONA
POLK COUNTY, FLORIDA

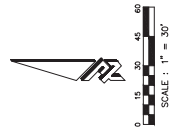
SHEET 06 OF 10







TREE LEGEND	
MAPLE TREE	
CIDAR TREE	
SWAMPY DAY TREE	
HOLLY TREE	
SWEET GUM TREE	
MAGNOLIA TREE	
CHERRY LAUREL TREE	
PINE TREE	
SPRUCE TREE	
WATER OAK TREE	
LIVE OAK TREE	
LAUREL OAK TREE	
PALM TREE	
Cypripedium, Tree	





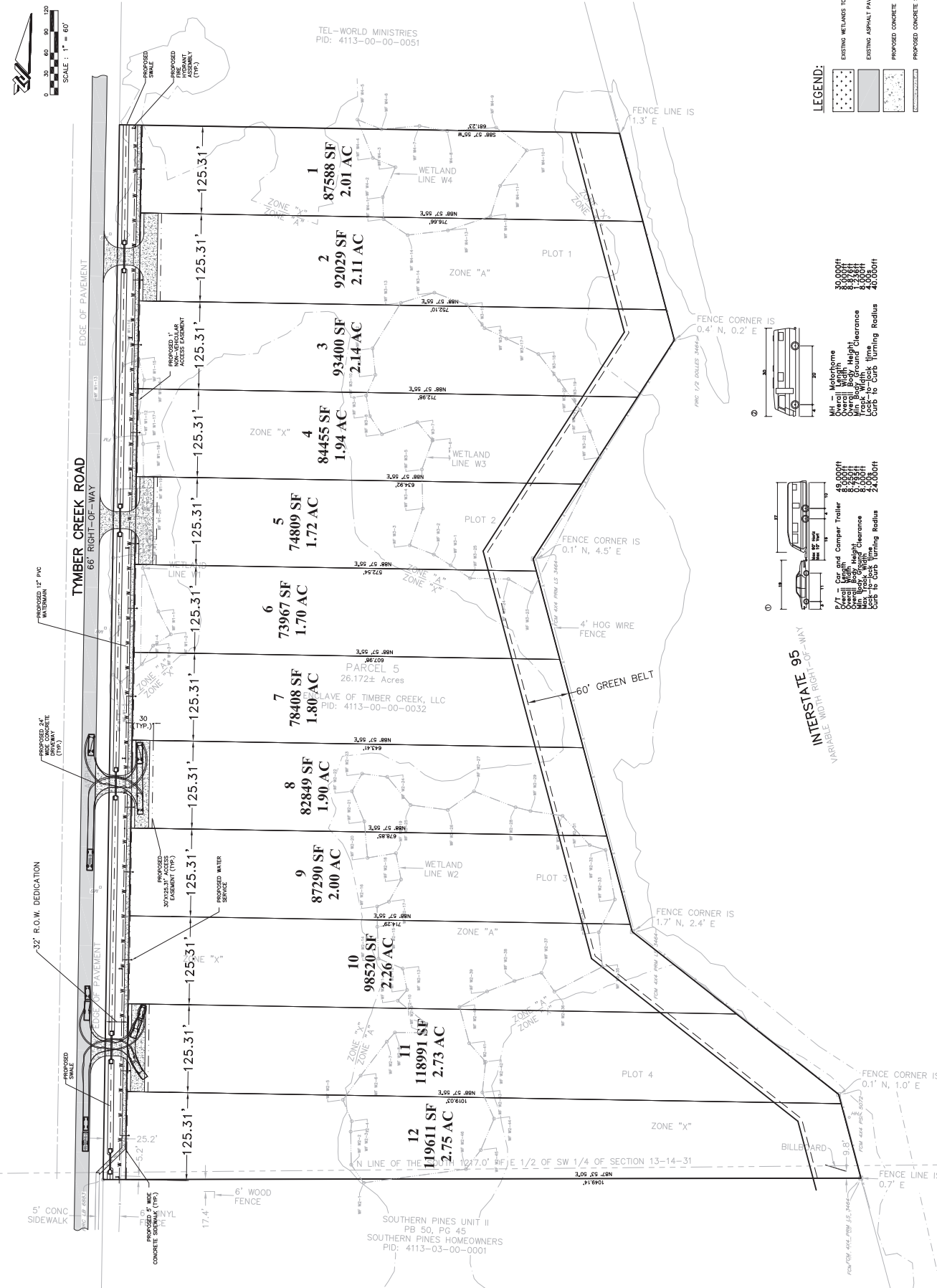
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	CHKD.	DESCRIPTION
1	08/12/11	MB		PRELIMINARY
2	08/12/11	MB		REVISIONS
3	08/12/11	MB		REVISIONS
4	08/12/11	MB		REVISIONS
5	08/12/11	MB		REVISIONS
6	08/12/11	MB		REVISIONS
7	08/12/11	MB		REVISIONS
8	08/12/11	MB		REVISIONS
9	08/12/11	MB		REVISIONS
10	08/12/11	MB		REVISIONS
11	08/12/11	MB		REVISIONS
12	08/12/11	MB		REVISIONS

ENCLAVE FINAL ENGINEERING PLANS OVERALL DEVELOPMENT PLANS

PROJECT NO. 2011-001
DESIGNED BY: MB
CHECKED BY: MB
DATE: 08/12/11

PROJECT NO. 2011-001
SHEET: C5 OF 10



Wetland Point Table		
Flag #	Northing	Easting
WF W1-1	1800513.4660	614602.2400
WF W1-2	1800481.2980	614631.0980
WF W1-3	1800464.5260	614686.3070
WF W1-4	1800455.6750	614681.3600
WF W1-5	1800441.1170	614623.2630
WF W1-6	1800403.5160	614640.9640
WF W1-7	1800472.2510	614635.9130
WF W1-8	1800532.2620	614634.1260
WF W1-9	1800597.6630	614635.6100
WF W1-10	1800651.8900	614631.9840
WF W1-11	1800685.5140	614637.2130
WF W1-12	1800739.2910	614632.3610
WF W1-13	1800782.5250	614625.5620
WF W1-14	1800862.8910	614640.8600
WF W1-15	1800971.8970	614661.8770
WF W1-16	1800942.8170	614670.9840
WF W1-17	1800794.4450	614684.5130
WF W1-18	1800791.0060	614672.2980
WF W1-19	1800704.4360	614674.3430
WF W1-20	1800660.2440	614675.5210
WF W1-21	1800574.4490	614677.6550

Wetland Point Table		
Flag #	Northing	Easting
WF W2-1	1799709.0590	613223.4940
WF W2-2	1799724.5330	613202.6970
WF W2-3	1799791.7670	613202.2700
WF W2-4	1799796.6170	613205.2310
WF W2-5	1799800.0000	613205.2310
WF W2-6	1799881.0800	613213.2710
WF W2-7	1799911.7570	613244.2790
WF W2-8	1799925.2490	613246.3600
WF W2-9	1799926.3510	613302.8670
WF W2-10	1799939.2230	613304.8430
WF W2-11	1799970.7960	613262.9120
WF W2-12	1799986.6290	613275.6240
WF W2-13	1800000.0000	613275.6240
WF W2-14	1800026.6740	613235.4030
WF W2-15	1800075.0840	613235.1160
WF W2-16	1800103.9090	613228.8030
WF W2-17	1800111.4490	613245.3430
WF W2-18	1800143.6020	613267.6260
WF W2-19	1800150.6490	613253.0170
WF W2-20	1800172.7240	613212.6890
WF W2-21	1800202.8740	613205.1030
WF W2-22	1800266.6330	613187.1020
WF W2-23	1800266.6330	613205.7250
WF W2-24	1800266.1340	613206.6290
WF W2-25	1800250.2070	613271.3740
WF W2-26	1800245.0410	613324.6750
WF W2-27	1800272.8270	613361.1990
WF W2-28	1800252.2170	613421.1800
WF W2-29	1800247.6800	613442.7630
WF W2-30	1800247.6800	613442.7630
WF W2-31	1800201.0970	613505.7930
WF W2-32	1800185.6590	613507.6820
WF W2-33	1800125.7630	613567.2300
WF W2-34	1800078.2660	613545.9440
WF W2-35	1800059.2970	613552.9650
WF W2-36	1799991.4130	613485.6980
WF W2-37	1800017.5850	613466.2840
WF W2-38	1800000.0000	613466.2840
WF W2-39	1799984.9470	613351.3220
WF W2-40	1799954.9470	613351.3220
WF W2-41	1799913.5270	613366.8730
WF W2-42	1799888.0040	613397.2540
WF W2-43	1799844.1070	613386.0330
WF W2-44	1799807.3790	613406.1410
WF W2-45	1799761.1800	613386.6930
WF W2-46	1799733.9710	613386.4600

Wetland Point Table		
Flag #	Northing	Easting
WF W3-1	1800593.8540	615203.6300
WF W3-2	1800508.4660	615292.0960
WF W3-3	1800505.2050	615297.2760
WF W3-4	1800573.5260	615274.9160
WF W3-5	1800573.5260	615274.9160
WF W3-6	1800705.9660	615284.6230
WF W3-7	1800796.1360	615262.1760
WF W3-8	1800777.1340	615212.1360
WF W3-9	1800802.5100	615193.9960
WF W3-10	1800831.5930	615187.6500
WF W3-11	1800861.6160	615199.8590
WF W3-12	1800896.1750	615194.4550
WF W3-13	1800881.6060	615279.8400
WF W3-14	1800946.2270	615326.4370
WF W3-15	1800933.6240	615303.1200
WF W3-16	1800919.8110	615384.8900
WF W3-17	1800899.3300	615431.2260
WF W3-18	1800862.8940	615441.7200
WF W3-19	1800821.7000	615463.5800
WF W3-20	1800794.8270	615433.8500
WF W3-21	1800556.2660	615433.8500
WF W3-22	1800577.1060	615396.6260
WF W3-23	1800576.4510	615344.9770

Wetland Point Table		
Flag #	Northing	Easting
WF W4-1	1801083.7770	615203.7940
WF W4-2	1801115.2940	615201.4960
WF W4-3	1801155.5300	615216.1010
WF W4-4	1801170.4730	615185.5300
WF W4-5	1801154.5270	615185.5300
WF W4-6	1801232.0000	615198.1460
WF W4-7	1801218.5970	615205.3240
WF W4-8	1801212.6720	615206.6260
WF W4-9	1801213.8410	615209.6640
WF W4-10	1801186.8870	615240.4060
WF W4-11	1801137.1590	615266.2940
WF W4-12	1801093.2190	615305.8830
WF W4-13	1801071.0000	615296.0310
WF W4-14	1801052.2560	615230.8930

ATTACHMENT 5

SR, Suburban Residential
zoning district

Sec. 2-11. SR, Suburban Residential Zoning District.

The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.												
B. DIMENSIONAL STANDARDS												
1.	2.	3.	4.	5.	6.	7.	8.	9.				
Type	Density	Maximum Building Height	Maximum Building Coverage	Maximum Impervious Lot Coverage	Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	a.	b.	c.	d.	e.
								Front	Rear	Side	Street Side/Corner	Waterbody
Permitted	1 unit per 2 acres	35'	35%	75%	2 acres	100'	None	30'	30'	10' total 30'	30'	30'
PRD Overlay	4.05	35'	35%	75%	0.666-87	80'	110'	25'	20'	8' total 20'	20'	30'
Single-Family— connected to water	1 unit per acre	35'	35%	75%	1 acre	100'	None	30'	30'	10' total 30'	30'	30'
If abutting Granada Boulevard	See above, determine if connected to water	35'	35%	75%	See above, determine if connected to water	250' 150' if directly accessed by service road set back at least 25' from ROW	None	75'	30'	10' total 30'	75'	30'
C. PERMITTED USES			D. CONDITIONAL USES				E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS		
1. Community Residential Home 2. Dwelling Single-Family, Detached 3. School, Public			1. Adult Day Care Center 2. Adult Family Care Center 3. Agricultural Use, Minor 4. Assisted Living Facility 5. Family Day Care Home 6. Foster Home 7. Garden Center/Nursery 8. Group Home 9. Parks and Recreation Facilities, Private 10. Parks and Recreation Facilities, Public 11. Public Facilities 12. Public Utilities 13. Telecommunication Tower or Antenna, Camouflaged 14. Water Survival Instruction 15. Wind Energy System				1. Child Care Facility 2. Houses of Worship 3. School, Private			All development must comply with the following requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article IV). 3. See conditional and special exception regulations (chapter 4, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. All single-family residential buildings shall have a minimum floor area of 1,350 square feet.		
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III. Ord. No. 2013-13, § 4, 2-5-2013)												

DRAFT

**Planning Board minutes
from
September 14, 2023**

ITEM:

LDC 2023-066

Enclave Subdivision
Preliminary Plat

V. APPROVAL OF MINUTES

August 10, 2023

Mr. Jorczak moved to approve the August 10, 2023 Minutes. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (5-0).

VI. PUBLIC HEARINGS

A. PP 2023-066, Enclave Subdivision, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that PP 2023-066 is a request from Paylin Tymber 1 and 2, LLC., with the authorization of the property owner, Enclave of Timber Creek, LLC., for a preliminary plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. Each lot ranging from 1.7 acres to 2.75 acres Mr. Spraker explained that a preliminary plat is a construction drawing for subdivision improvements. The property is located at 475 North Tymber Creek Road (Southern Pines subdivision) and has a zoning of Suburban Residential. Suburban Residential zoning districts require one acre lots connecting to water. He stated that Tymber Creek Road is a Volusia County roadway and in coordination with Volusia County, they have reduced the number of driveways to four, each driveway serving three lots. There will be less curb cuts on North Tymber Creek Road. Mr. Spraker added that they are dedicating a 32' right-of-way (ROW) to help the future expansion of Tymber Creek. Part of the site improvements will be for them to do a 12" waterline along the frontage, extending it from Southern Pines to their northern boundary. Located on Interstate 95, the project has a Greenbelt landscape buffer of 60', and they have a minimum of 70', and may be more depending on how the individual sites develop.

Mr. Spraker stated that the individual sites will go through a tree and stormwater review. Each single-family house will have their own stormwater permitting. Mr. Spraker stated that there are wetlands on the property which are being saved through the plat. It will be up to the homeowners to determine if they want to get through a process to impact the wetlands to get to the uplands for some of the lots. He continued that the preliminary plat is a two-stage process, beginning with the zoning, the preliminary plat out of the construction drawings, and once the improvements have been done they will come back to the Planning Board with a final plat and then it goes on to the City Commission. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) recommends approval.

Ms. Shull opened it up to the Board for questions.

Board Discussion and Questions

Ms. Jorczak asked about them providing a waterline and if water and sewer is out in the development area to the south. Mr. Spraker replied that there is water and sewer but the sewer stops at a considerable distance to the south. They are not required to extend the sewer as long as the lot sizes are maintained. Mr. Spraker added that Ormond Crossings has some responsibility for the extension of waterlines in this area. There is no timeline on it and it is not in the City's capital budget, therefore it depends on when development occurs that will then need that waterline extended.

Mr. Jorczak asked if that area of Interstate 95 is cut out for a rest stop. Mr. Spraker replied that it is a former rest stop and is no longer active. Mr. Jorczak explained his interest in the topic due to amount of truck traffic and the need for more truck stops in the state. He asked if they would have the responsibility after the project is developed to erect walls with any noise concerns. Mr. Spraker confirmed that the individual homeowners would be responsible for that or using a natural vegetation as a buffer being that they are near or towards Tymber Creek.

Mr. du Moulin expressed his concern with septic systems and commented that wetlands and septic systems do not go together with any flooding, and asked if each individual homeowner is responsible for maintaining their septic system. Mr. Spraker answered that the Suburban Residential zoning district allows if over an acre to do septic systems and confirmed that each individual homeowner would be responsible for theirs. There is a financial feasibility of utility extensions in the State Statutes. He continued that the Land Development Code (LDC) allows the development and size and further explained that if they were two acres and higher that they would not have to extend the waterline. Mr. Spraker concluded that an example is Durrance Acres and how all of the properties there are on well and septic.

Ms. Shull asked if horses are allowed on the lots. Mr. Spraker replied that he believes that the lots have to be five acres for horses.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Ms. Shull opened it up to the Board for questions and to entertain a motion.

Mr. du Moulin remarked that it is well designed with the number as a clean version instead of jamming a lot of houses on 26 acres.

Mr. Scudiero referenced recalling the subdividing of the land and wishes there were more of these areas.

Mr. Scudiero motioned to approve PP 2023-066, Enclave Subdivision, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).



Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Concurrency Determination Concurrency Letter

September 22, 2023

Mr. James W Paytas III
Paylin Tymber 1 & 2, LLC
794 Sanders Rd, Suite 1
Port Orange, FL 32127

RE : The Enclave – City of Ormond Beach
School Concurrency Case # 23-08-31-001-R

Dear Mr. Paytas:

District staff reviewed the information regarding the residential project known as The Enclave associated with 26 +/- acres of property. The property is located at or near the intersection of N Tymber Creek Rd and Airport Rd within Ormond Beach city limits. Information provided in the school concurrency application indicates the development activity will consist of twelve (12) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate four (4) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	12	4
Multi Family Dwelling Unit	0.137	0	0
Mobile/ Manufactured Home Dwelling Unit	0.052	0	0
Total		12	4

The Concurrency Analysis (Table 2, next page) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Pathways Elementary School, David C. Hinson, Sr., Middle School, and Mainland High School.

Concurrency Analysis

FACILITIES SERVICES
3750 OLSON DRIVE ♦ DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 ♦ FAX (386) 506-5056

Table 2

Schools	Adopted LOS	SY 2023/24 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Pathways Elementary	115%	736	80	112%	1	113%
Hinson Middle	115%	985	250	101%	1	102%
Halifax CSA (Mainland High)	120%	1,919	449	108%	1	108%
Other					1	

The adopted LOS standard for elementary and middle school is (115%) of permanent student stations, and (120%) for high school CSAs. This projected increase in students **will not** exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, ext. 50806.

Sincerely,


Leinenza V. Divina
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Steven Spraker, Planning Director, City of Ormond Beach
James F. Roberts, VCSB Planning Services Project File



Certificate of School Concurrency

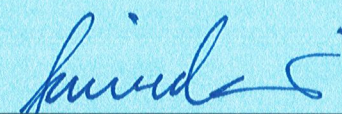
VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	The Enclave
VCSB Project #	23-08-31-001-R
Jurisdiction Project #	
Parcel ID Numbers	4113-00-00-0032
Project Location	N Tymber Creek Rd and Airport Rd
# of Residential Units	12
Residential Unit Type	Single Family Homes
Property Owners	Enclave of Tymber Creek, LLC
Applicant/Agent Name	James W. Paytas III, Paylin Tymber 1 & 2, LLC

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	1	1	1	1	4
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.



Leineriza V. Divina
Coordinator, Planning

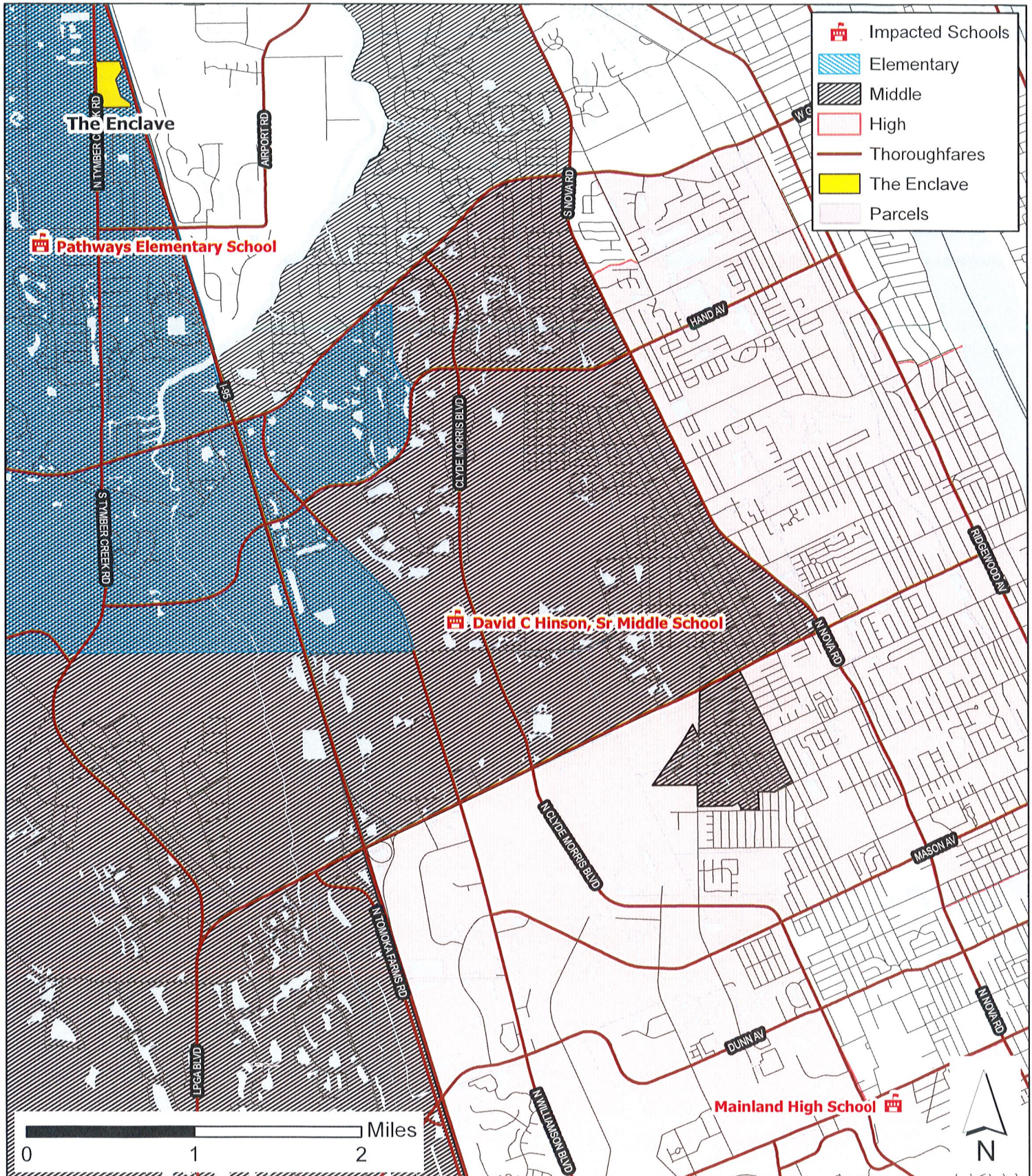
September 22, 2023

Issue Date

VCSB Schools Impacted by Development

School Concurrency Review -

The Enclave





City of Ormond Beach AGENDA ITEM

October 17, 2023 - City Commission

Number: 8.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-192
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	1133 and 1141 N. US Highway 1 Special Exception for Outdoor Activity		
Summary:	This is a request by CMD Realty, LLC, to allow outdoor activity to include itinerant vending during special events on the property located at 1133 and 1141 North U.S. Highway 1, within the I-1 (Light Industrial) zoning district. The applicant is requesting a Special Exception to allow up to 10 itinerant vendors and up to 2 food trucks during recognized special events of Bike Week, and Biketoberfest established by the Daytona Beach Area Convention and Visitors Bureau. Itinerant vending and outdoor entertainment activity are allowed in the North US 1 ISBA area for "Recognized Special Event Hosts" per Ordinance 2015-27 adopted June 23, 2015 and as amended per Ordinance 2021-04 on February 2, 2021. All other businesses in the North US 1 corridor must apply for a Special Exception as an outdoor activity use. Outdoor activity is regulated as a Special Exception under the I-1 Zoning District. The <u>Planning Board</u> reviewed the application for outdoor activity on Sept 14, 2023. There was one comment from the public requesting a similar style fence to be placed on the rear property line at 1133 N. U.S. Hwy 1 and the request has been added to the conditions. Planning Board voted unanimously (5-0) to approve the outdoor request with the conditions detailed in the Staff report and included in Exhibit D.		
Financial Impact:	There is no direct budget impact as the result of this Special Exception request. There is the potential indirect impact if the proposed Development Order conditions are violated and police and neighborhood improvement staff are required to enforce the		

	Development Order.
Citizen Impact:	Outdoor activity is regulated as a Special Exception under the I-1 Zoning District. Broken Spoke Saloon is located next door at 1151 N. U.S. Hwy 1 and is very supportive of CMD Realty conducting itinerant vending during the recognized special events of Biketoberfest and Bike Week. The intent of the Special Exception request is to provide overflow space for itinerant vendors to participate who may not be able to find a location at Broken Spoke Saloon or other host sites. 1141 N. U.S. Hwy 1 location will be a safer location for participants to park and walk over to the Broken Spoke site as well.
Recommended Action (Staff, Advisory Board and/or Other):	Planning Board recommends the City Commission approve the application for outdoor activity use located at 1133 and 1141 North U.S. Hwy 1 in compliance with the attached resolution.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-192 1133-1141 N US HWY 1 SE (P23-0191G) 2. 1133 and 1141 N US 1 HWY - CMD Realty DO 3. EXHIBIT A Legal 4. EXHIBIT B site plan 5. EXHIBIT C Fence location 6. Exhibit D, Special Conditions, 1133&1141 N US 1docx 7. 09.14.2023 1141 N. US 1 Outdoor Activity Special Exception 8. 9.14.2023 Planning Board Minutes Excerpt
Approval:	Kelly McGuire, Finance Director 9/22/2023 Claire Whitley, Assistant City Manager 10/4/2023 Joyce Shanahan, City Manager 10/5/2023

RESOLUTION NO. 2023-192

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE ITINERANT VENDING DURING SPECIAL EVENTS AT “CM CUSTOM POOL DESIGNS” AND “MOORE OUTDOOR LIVING” LOCATED AT 1133 AND 1141 NORTH U.S. HIGHWAY 1 AND BEING SITUATED WITHIN THE I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, CMD Realty, LLC, a Florida limited liability company, (the "Applicant"), has applied for the issuance of a Special Exception Development Order to allow outdoor activity to include itinerant vending during the special events of Bike Week and Biketoberfest, as established by the Daytona Beach Area Convention and Visitors Bureau, on property located at 1133 and 1141 North U.S. Highway 1, within the I-1 (Light Industrial) zoning district, and

WHEREAS, the application does not propose any new construction or additional building square footage, and

WHEREAS, the said application complies with the provisions of the City of Ormond Beach *Land Development Code* (“the *Land Development Code*”) and the general laws of Florida, and

WHEREAS, the Planning Board held a public hearing on September 14, 2023 regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code*, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee; and
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

- (1) The proposed use conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the I-1 (Light Industrial) zoning district, or adversely affect the public health, safety, welfare or quality of life;
- (2) The proposed use is consistent with the *Comprehensive Plan*;
- (3) The proposed use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the land use, including but not limited to, roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;
- (7) The proposed use is functional in the use of space and aesthetically acceptable;
- (8) The proposed use provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue a Development Order for a Special Exception to allow outdoor activity to include itinerant vending during recognized special events of Bike Week and Biketoberfest, as established by the Daytona Beach Convention and Visitors Bureau, in accordance with the conditions described in the Special Exception Development Order, for CMD Realty, LLC, a Florida limited liability company, for property located at 1133 and 1141 North U.S. Highway 1, within the I-1 (Light Industrial) zoning district, on that real property described in the Special Exception Development Order, a copy of which is attached hereto and incorporated herein by reference.

SECTION THREE. A certified copy of this Resolution and the executed original Special Exception Development Order shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: CMD Realty, LLC
SE 23-079 “1133 and 1141 North US Highway 1, CM Custom Pool Designs and
Moore Outdoor Living: Special Exception for Outdoor Activity”
1133 and 1141 North US Highway 1
PARCEL ID NUMBERS: 4238-02-05-0090 and 4238-02-05-0100

**SPECIAL EXCEPTION
DEVELOPMENT ORDER**

This matter having come for public hearing before the City Commission of the City of Ormond Beach, Florida, on October 17, 2023, and the City Commission having considered those items as required by Section 1-18(b) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the I-1 (Light Industrial) zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed use is consistent with the *Comprehensive Plan*;
3. The proposed use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed use is functional in the use of space and aesthetically acceptable;

8. The proposed use provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders

that:

A. The application submitted by CMD Realty, LLC, a Florida Limited Liability Company for a Special Exception to allow outdoor activity to include itinerant vending during the special events of Bike Week and Biketoberfest, as established by the Daytona Beach Area Convention and Visitors Bureau, at “CM Custom Pool Designs” and “Moore Outdoor Living” located at 1133 and 1141 North US Highway 1, on that real property described on Exhibit “A” attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times, such provisions being incorporated herein by reference and hereby specifically made a part of this Special Exception;

2. Full and complete compliance with the Applicant’s Site Plan attached as Exhibit “B” and “C”.

3. Full and complete compliance with the Special Conditions described in Exhibit “D”.

B. There are no outstanding Site Plan Review Committee comments to satisfy;

C. No material change shall be made to the final plans attached as Exhibits “B” and “C” and incorporated herein by reference for this Special Exception without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Development Order.

D. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception, such Officer shall promptly present such determination to Special Magistrate for hearing.

E. The Special Exception is valid through October 17, 2026 (three years). Any outdoor activity past this date shall require a new Special Exception Development Order. The Planning Board and City Commission shall consider the record of events over the three-year period of the Special Exception, including any code violations, in determining the type of events and time frame that are allowed in the future.

F. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Applicant, and shall be binding upon the Applicant, its successors and assigns, and shall run with the real property described and depicted in Exhibit “A” attached hereto and incorporated herein by reference. (Parcel ID Numbers: 4238-02-05-0090 and 4238-02-05-0100).

ORDERED this 17th day of October, 2023.

By:

BILL PARTINGTON

Mayor

(CITY SEAL)

Attest:

JOYCE A. SHANAHAN

City Manager

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 9 BLK 5 TOMOKA ESTATES MB 11 PGS 194-196 INC PER OR 4951 PG 0033 PER OR 5775 PG 0025 PER OR 6163 PGS 4949-4950 PER OR 6519 PGS 2681-2682 PER OR 6926 PG 0577 PER OR 7513 PGS 1061-1062 PER OR 7819 PG 3821; and

38-14-32 LOTS 10 THRU 12 BLK 5 TOMOKA ESTATES MB 11 PG 194 EXCEPT ANY PORTION IN US HIGHWAY 1 PER OR 7819 PG 3821 PER OR 7910 PG 0408

APPLICANT: Coby Moore

PROPERTY OWNER: CMD Realty, LLC

LOCATION: 1133 and 1141 North U.S. Highway 1, Ormond Beach, FL 32174

PARCEL ID NUMBERS: 4238-02-05-0090 and 4238-02-05-0100

LOCATION MAP



1133 and 1141 N. US Hwy 1 Proposed Outdoor Activity Site Plan

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED...
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM...
3. ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE...
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE...
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PROJECT...
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEARLY VERTICAL...
7. ALL STRIPPING WITHIN THE FOOT ROW OF WAY SHALL BE PREPARED...
8. ALL CONCRETE SHALL BE AN APPROVED FOOT MIX DESIGN OF 3 PARTS...
9. ALL MATERIALS INSTALLED INSIDE FOOT ROW SHALL BE ON APPROVED...
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY SURVEYOR...
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC ENGINEER...
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE...
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL...
14. SOO ALL DISTURBED AREAS IN RIGHT-OF-WAY WITHIN BANHA...
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS ARE IN ACCORDANCE...
16. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED AFTER THE PROJECT...
17. ALL STORAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST...
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, THE CONTRACTOR...
19. PRIOR TO INSTALLATION, EQUIPMENT SHALL ONLY DETECT THE TYPE OF DETECTOR...
20. THERE SHALL BE NO SR OR AL LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION EQUIPMENT DURING MILLING AND RESURFACING.

4. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
5. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 6' CLEARANCE FROM THE WORK AREA TO ANY WORKING IN THE FOOTWAY.
6. ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE WITH THE 2013 EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAYS, SECTIONS 201-1.0 THROUGH 201-1.10.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE FOOT TRILTY ACCOMMODATION MANUAL AND FOOT STANDARD PLANS P/2913.29.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE PROTECTION OF ALL EXISTING STRUCTURES TO REMAIN. ANY DAMAGE TO FOOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
9. ANY TEST RESULTS TAKING DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE CITY OF SAN JOSE, 100 SOUTH MARKET STREET, SAN JOSE, CA 95133.
10. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO AT LEAST JUNT 1' ON GOOD CONDITION, OR A MINIMUM 1' DEEP, IF FREE, IF NOT, THE CONTRACTOR SHALL PROVIDE A REGULARITIES ARE NOT DEFECTIVE.
11. ALL STOPPING WITHIN THE FOOT ROW-SHALL BE PERFORMED BY THERMOPLASTIC.
12. ALL STOPPING SHALL BE AN APPROVED FOOT ROW SIGN OR 3.00 P.S.
13. ALL MATERIALS INSTALLED INSIDE FOOT ROW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED EQUIVALENTS.
14. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIME, COORDINATED BY THE CITY OF SAN JOSE, 100 SOUTH MARKET STREET, SAN JOSE, CA 95133.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STATION, SCALING OR DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
16. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARGLAND PLAN TO THE CITY OF SAN JOSE, 100 SOUTH MARKET STREET, SAN JOSE, CA 95133, FOR REVIEW AND APPROVAL.
17. THE CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC AND BARGLAND PLAN TO THE CITY OF SAN JOSE, 100 SOUTH MARKET STREET, SAN JOSE, CA 95133, FOR REVIEW AND APPROVAL.
18. ALL CONSTRUCTION SHALL BE IN PLACE PRIOR TO CONSTRUCTION OF THE FOOT INSPECTION NOTIFIED FOR APPROVAL.
19. ALL BARGLANDS AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAYMENT WORK IS COMPLETE.
20. ALL BARGLANDS SHALL BE IN PLACE BY THE CONTRACTOR AT THE END OF EACH DAY.
21. DO NOT DISTURB AREAS IN RIGHT-OF-WAY WITH BARRI.
22. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSWSALKS CONFORM TO THE CITY OF SAN JOSE, 100 SOUTH MARKET STREET, SAN JOSE, CA 95133, FOR REVIEW AND APPROVAL.
23. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITION.
24. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FOOT STANDARD DIME NO. 711-85.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE DETECTION TO ALL LAINETS APPROXIMATIONS TO THE CONSTRUCTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD BEEN DETECTED. THE TYPE OF DETECTION SHALL BE APPROVED BY THE ENGINEER.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE DETECTION TO ALL LAINETS APPROXIMATIONS TO THE CONSTRUCTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD BEEN DETECTED. THE TYPE OF DETECTION SHALL BE APPROVED BY THE ENGINEER.
27. THERE SHALL BE NO SR LANE CLOSURES DURING 7 AM TO 7 PM MONDAY TO SUNDAY.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIGNALIZED INTERSECTION DURING 7 AM TO 7 PM MONDAY TO SUNDAY.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIGNALIZED INTERSECTION DURING 7 AM TO 7 PM MONDAY TO SUNDAY.
30. THE CONTRACTOR TO PROVIDE TEMPORARY WEBS DETECTOR FOR SIGNAGE WHILE LURES ARE BEING REMOVED AND REPAIRING.

1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
2. APPLY PLACED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC POB PAINT, PART, APPLY PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
4. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD NO. 709-001.
5. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 and the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
6. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.

FOR ADDITIONAL DETAILS SEE INDEX NO. 709-045, 709-101, 17344 AND 715-001.

8. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING IM BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 3/4" ALUMINUM BLANKS. ALL 36"x48" SIGNAGE SHALL BE WINNING AND SHALL BE INSTALLED USING 1"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 3'x3' OCTAGON INSTALLED ON 12.13.18" I" CHANNEL POST. RAIL STEEL, ONLY OR 1"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED IF SIGN SHALL BE SMALLER THAN 3'x3'. ALL SPEED LIMIT SIGNS SHALL BE 24"x36".

1. CITY OF GRAND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING SPECIFICATIONS, SHOP DRAWINGS, ETC.)
2. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
3. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
4. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
5. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM THEPRESS.
6. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BARRA SOD.
7. ALL CONSTRUCTION IN THE FOOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT ROW STANDARDS SPECIFICATIONS, THE FOOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOOT UTILITY ACCOMMODATION MANUAL.

ASPHALT PAVEMENT		1" SP-12.5 (TC) WITH TACK COAT PER FOOT SPECIFICATIONS ® RECYCLED CONCRETE AGGREGATE (LBR#133) MIN OF 3% MODIFIED (P) PER MAX DENSITY PER ASPH#2-100 (F" MAX. LFPTS) ® STABILIZED SUBBASE (LR#43) MIN OF 3% MODIFIED (P) PER MAX DENSITY PER ASPH#2-100 (F" MAX. LFPTS) * ALTERNATE 1" STABILIZED SUBBASE: ① CRUSHED CONCRETE (LBR#133) MIN OF 3% MODIFIED (P) PER MAX DENSITY PER ASPH#2-100 (F" MAX. LFPTS) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
FOOT ROW PAVEMENT		3" SP-12.5 TC ASPHALT (FOOT SPCS) ® RECYCLED CONCRETE AGGREGATE (LBR 133) ② STABILIZED SUB-GRAD (LR#43) (SEE DETAIL, THIS SHEET)
CONCRETE SIDEWALK		3" RECYCLED CONCRETE (3,000 P.S.I. @ 28 DAYS) SEE SIDEWALK DETAIL SHEET NO. 1
FOOT ROW RAP		3" RECYCLED ASPHALT PAVEMENT (RAP) ® RECYCLED CONCRETE AGGREGATE (LBR 133)

TYPE "D" CURB
SEE DETAIL, SHEET No. _____

TYPE "D" CURB
TRANSITION TO FLUSH

1	6" SOLID WHITE LINE
2	6" SOLID DOUBLE YELLOW LINE (THERMOPLASTIC)
3	24" WHITE STOP BAR (THERMOPLASTIC)
4	WHITE DIRECTIONAL ARROW (THERMOPLASTIC)

NOT TO SCALE

LOCATION OF FENCE

EXHIBIT "C"

APPROVED
Site Plan Review Committee



PROJECT NO. 2021-370
DATE: NOVEMBER 2021
DESIGN BY: HRN
DRAWN BY: JTL
CHECKED BY: HRN
SCALE: 1" = 20'
DRAWING NUMBER

12/21/21 CITY COMMENTS
11/22/21 FDOT COMMENTS

1330 North US 1, Suite 2
Ormond Beach, FL 32174
C.A. # 20089
Civil Engineering
Landscape Architecture

NEWKIRK ENGINEERING

SITE LAYOUT PLAN
CALDERA SPAS
1141 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FL 32174

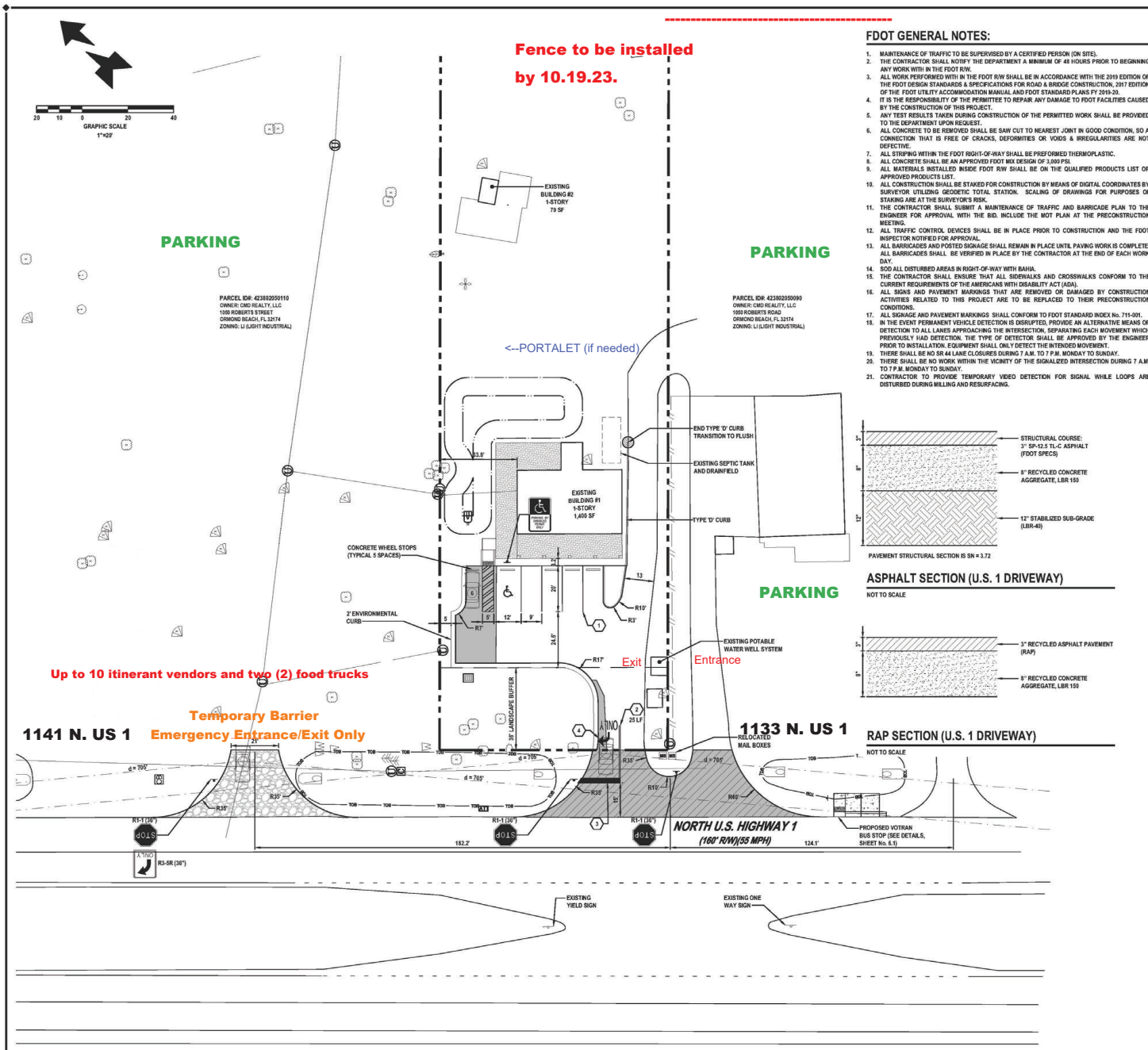
THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
HARRY NEWKIRK, P.E. # 62971 ON

PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

HARRY H. NEWKIRK, P.E. # 62971

PROJECT NO. 2021-370
DATE: NOVEMBER 2021
DESIGN BY: HRN
DRAWN BY: JTL
CHECKED BY: HRN
SCALE: 1" = 20'
DRAWING NUMBER

6



PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOWVOC ACRYLIC PRO PAINT. APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 705-01.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 705-01, 700-101, 17340 AND 701-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER'S GRADE) ON MINIMUM 3/4" GA ALUMINUM BLANKS. ALL 30"X40" SIGNS SHALL BE 100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x3" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 30" OCTAGON INSTALLED ON 10.13 LBSPY "U" CHANNEL POST. ALL SIGNS SHALL BE 30"X40" ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 30"X40". ALL SPEED LIMIT SIGNS SHALL BE 24"X30".

GENERAL NOTES:

- CITY OF ORMOND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.).
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODEIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CONSTRUCTION IN THE FOOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT DESIGN STANDARDS (INDEXES), THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOOT UTILITY ACCOMMODATION MANUAL.

PAVING LEGEND

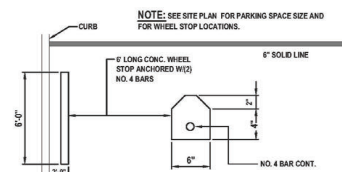
- ASPHALT PAVEMENT**
1.5" SP-12.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS
8" RECYCLED CONCRETE AGGREGATE (LBR-150) MIN OF 95% MOISTURE PROCTOR MAX DENSITY PER AASHTO T-190 (4" MAX. LFTS)
12" STABILIZED SUBGRADE (BR 40) MIN OF 95% MOISTURE PROCTOR MAX DENSITY PER AASHTO T-190 (TYPE B STABILIZATION)
* ALTERNATE 12" STABILIZED SUBGRADE: 6" CRUSHED CONCRETE (LBR-150) MIN OF 95% MOISTURE PROCTOR MAX DENSITY PER AASHTO T-190 (4" MAX. LFTS)
* ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
- FOOT ROW PAVEMENT**
3" SP-12.5 TL-C ASPHALT (FOOT SPECS)
8" RECYCLED CONCRETE AGGREGATE, LBR 150
12" STABILIZED SUB-GRADE (LBR-40)
(SEE DETAIL, THIS SHEET)
- CONCRETE SIDEWALK**
4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET NO. 9
- FOOT ROW RAP**
3" RECYCLED ASPHALT PAVEMENT (RAP)
8" RECYCLED CONCRETE AGGREGATE (LBR 150)

LEGEND

- TYPE "D" CURB
SEE DETAIL, SHEET NO. 10
- TYPE "D" CURB
TRANSITION TO FLUSH
- TYPE "D" CURB
TRANSITION TO FLUSH

STRIPING KEYNOTES:

- 1 6" SOLID WHITE LINE
- 2 6" SOLID DOUBLE YELLOW LINE (THERMOPLASTIC)
- 3 24" WHITE STOP BAR (THERMOPLASTIC)
- 4 WHITE DIRECTIONAL ARROW (THERMOPLASTIC)



CONCRETE WHEEL STOP DETAIL

NOT TO SCALE

EXHIBIT “D”

1133 AND 1141 NORTH US HIGHWAY 1 CM CUSTOM POOL DESIGNS AND MOORE OUTDOOR LIVING: SPECIAL EXCEPTION FOR OUTDOOR ACTIVITY SPECIAL CONDITIONS

1. Outdoor activity shall be limited to:
 - a. Recognized Special Events: Bike Week and Biketoberfest established by the Daytona Beach Area Convention and Visitors Bureau; and
 - b. The operating hours will be from 9:00 am to 10:00 pm from Sunday through Thursday; and 9:00 to Midnight on Friday through Saturday;
2. The property owner shall file a site layout plan for a Master Vendor Permit at least 21 days prior to each event detailing the location of the itinerant vending, proposed structures, security plan, signage, parking plan and any other outdoor activities with the Planning Department. The location of vendors is depicted on the site plan in Exhibit “B” attached hereto and incorporated by reference.
3. With the Master Vendor Permit, the property owner is responsible for the management and policing of each Special Event. The property owner shall be held responsible if the itinerant vendors do not get the required permits or violations if these conditions occur.
4. No more than ten (10) itinerant vendors and two (2) food trucks shall be permitted for any one event.
5. Food vendors must operate in compliance with all the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation, and any other applicable state laws. Food vendors must show proof that they meet all applicable health department regulations and hold all valid food service licenses required for their operations.
6. Itinerant merchant activities which negatively affect public health or safety are prohibited as detailed in Section 2-89 of the Land Development Code.
7. The preparation, setup, inspections, and vacation of premises associated with vending in compliance with 2-89 of the City Land Development Code is as follows:
 - a. The master vendor shall have the following set up time: up to five (5) days prior to the official startup of the event.
 - b. Individual vendors shall physically vacate the vending space after the event officially closes within seventy-two (72) hours.
 - c. All vendors setting up outside a permanent building, using a tent or other temporary structure shall have a fire safety inspection by the City's Building Division twenty-four (24) hours prior to operating.

8. The Special Exception is valid through October 17, 2026 (three years). Any outdoor activity past this date shall require a new Special Exception. The Planning Board and City Commission shall consider the record of events over the three-year period of the Special Exception, including any code violations, in determining the type of events and time frame that are allowed in the future.
9. Prior to October 19, 2023, the property owner shall install a six (6) foot high fence along the rear property line of 1133 N. U.S. Highway 1 continuous and similar in style with the existing solid style fence on the rear property line at 1141 N. U.S. Highway 1. The location of the fence is depicted on the site plan in Exhibit "C" attached hereto and incorporated by reference.

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: September 14, 2023

SUBJECT: 1133 and 1141 N. U.S. Highway 1, CMD Realty LLC:
Special Exception for Outdoor Activity

APPLICANT: Coby Moore, CMD Realty, LLC (owner)

NUMBER: 23-079

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION: This is a request by Coby Moore, CMD Realty LLC, property owner, for a Special Exception to allow up to 10 itinerant vendors and up to two (2) food trucks during recognized special events of Bike Week, and Biketoberfest established by the Daytona Beach Area Convention and Visitors Bureau.

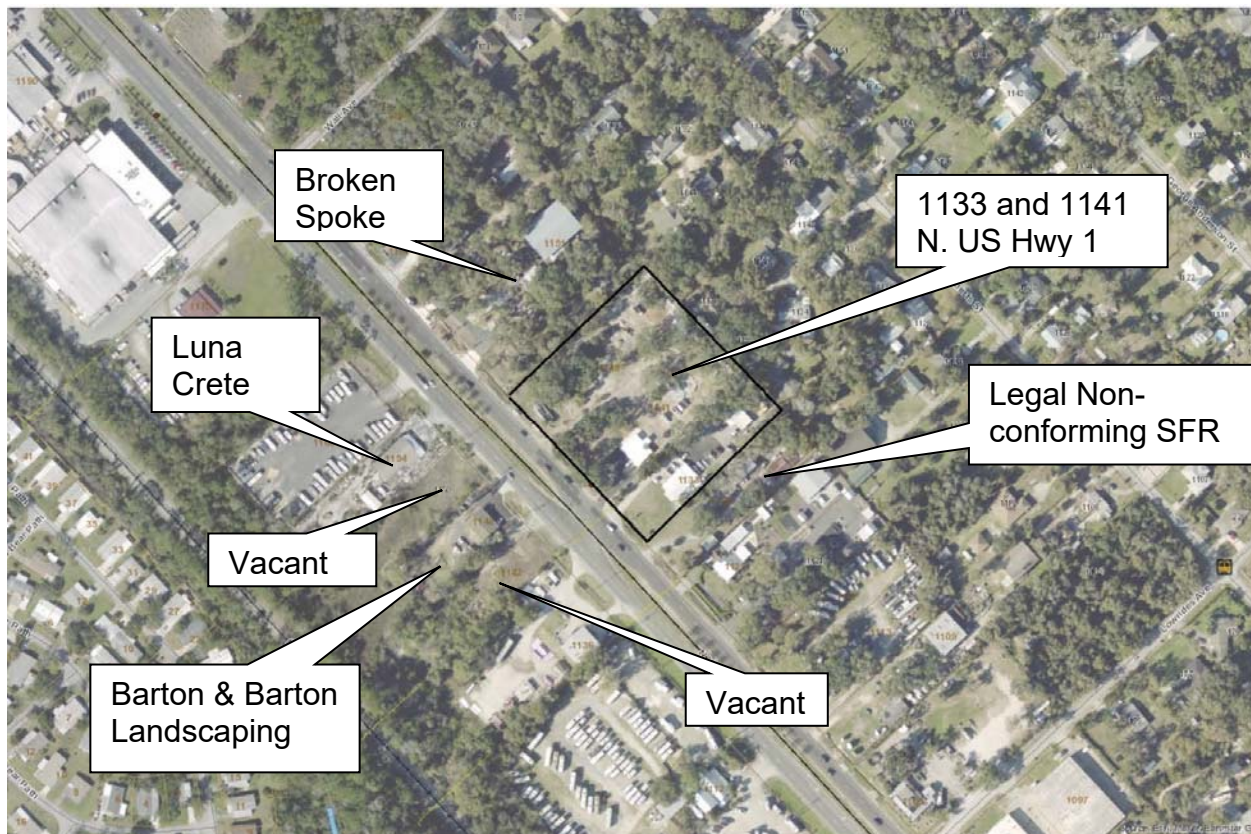
The properties where the proposed outdoor activities are to occur are located at 1133 and 1141 N. U.S. Highway 1 and zoned I-1 (Light Industrial). The business at 1133 N. U.S. Highway 1 operates as CM Custom Pool Designs and 1141 N. U.S. Highway 1 operates as Moore Outdoor Living. The properties are located in the N. U.S. 1 Interlocal Service Boundary Agreement (ISBA) area in which the City of Ormond Beach has jurisdictional authority.

BACKGROUND: CM Custom Pool Designs is a family owned and operated business. The applicant has been in the pool industry since 1994, and his family has been involved in the pool business since 1971. Moore Outdoor Living is a new sister company of CM Custom Pool Designs which recently opened in January 2023.

1141 N. U.S. Highway 1 is located adjacent to Broken Spoke Saloon at 1151 N. U.S. Highway 1. Broken Spoke Saloon has been hosting itinerant vending and outdoor activities since the early 2000's. The owners of Broken Spoke are supportive of the request and are looking forward to coordinating activities with Mr. Moore (See Attachment C). Towards this goal, the owners would like to offer a venue to allow up to 10 product and accessory vendors who might not be able to participate in the special events at Broken Spoke at their location during the Bike Week and Biketoberfest event dates. The request for the two (2) food trucks is so that participants do not have to go off-site for food or non-alcoholic beverages. **No** outdoor music or serving of alcoholic beverages are being requested as part of the Special Exception or activities during the recognized events.

The property located at 1133 and 1141 N. U.S. Highway 1 is roughly 400 linear feet wide along N. U.S. Highway 1 and is about 375 linear feet deep. The properties at 1133 and 1141 N. U.S. Highway 1 have a zoning designation of I-1 (Light Industrial) and a land use designation of "Light Industrial/Utilities". Exhibit 1 illustrates the site while Exhibit 2 provides the existing uses and land use/zoning designations surrounding the subject properties.

Exhibit 1: 1133 and 1141 N. U.S. Highway 1 Site Aerial: Surrounding Uses



Source: VantagePoints

Exhibit 2: 1170 N. U.S. Highway 1 Land Use and Zoning Designations

Direction	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Broken Spoke	Ormond Beach “Commercial”	Ormond Beach B-8 (Commercial)
South	Legal Non-conforming SFR	Ormond Beach ISBA “Light Industrial/Utilities”	Ormond Beach ISBA I-1 (Light Industrial)
East	Tomoka Estates Subdivision	Volusia County “Urban Low Intensity”	Volusia County R-3 (Urban Single-family Residential)
West	Luna Crete, Barton and Barton Landscaping, and vacant	Ormond Beach ISBA “Light Industrial/Utilities”	Ormond Beach ISBA I-1 (Light Industrial)

Itinerant vending is allowed in the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) area for “Recognized Special Event Hosts” per Ordinance 2015-27 adopted June 23, 2015 and as amended per Ordinance 2021-04 on February 2, 2021. All other businesses in the North U.S. 1 corridor must apply for a Special Exception as an outdoor activity use.

PROJECT DESCRIPTION: The applicant is requesting up to 10 tents for vending products and up to two (2) food trucks during the Bike week and Biketoberfest events. The site plan of the proposed itinerant vending is located in Attachment A. The outdoor activities require a Special Exception with review by the Planning Board and final action by the City Commission. Based on this determination, the applicant applied for a Special Exception. Exhibits 3 and 4 below are photos of the sites and proposed entrance/exit and vending area.

Exhibit 3: 1133 & 1141 N. U.S. Highway 1, Vehicle Entrance and Exit



Exhibit 4: 1141 N. U.S. Highway 1, Itinerant Activity Area



DISCUSSION: The City of Ormond Beach adopted the original North U.S. 1 Interlocal Service Boundary Agreement (ISBA) which became effective on August 28, 2014. Even though the subject properties are located within unincorporated Volusia County, the City of Ormond Beach has land use and zoning jurisdiction over the property based upon the ISBA. The purpose of the ISBA is to coordinate planning, service delivery and boundary adjustments, and reduce duplication of services and conflict between the City of Ormond Beach and Volusia County governments.

On February 28, 2015, the City's Comprehensive Plan was amended implementing the provisions of the ISBA and establishing the City of Ormond Beach's jurisdiction over the Municipal Service Area (unincorporated areas) in the North U.S. 1 corridor. In order to apply regulations for special events, the City's Land Development Code was amended on June 23, 2015, to specifically address itinerant vending in the North U.S. 1 ISBA area. Planning staff has reviewed the itinerant vending regulations of Ormond Beach and identified standards in compliance with Chapter 2, Article VII, "North U.S. Highway 1 Interlocal Planning and Municipal Service Area" of the Land Development Code. The recommended language below is based on the regulations adopted in the City's Land Development Code.

1. When outdoor activity is allowed:

Staff discussion: The applicant has indicated to staff a desire to have outdoor activity with itinerant vendors approved for the Bike week, and Biketoberfest events during the hours of 9:00 a.m. to 10:00 p.m., Sunday through Thursday, and 9:00 a.m. to Midnight, Fridays and Saturdays. The recommended language below follows Section 2-86 of the City's Land Development Code for itinerant vending during Recognized Special Events. Section 2-86 does not specify hours of operation. There will be **no** outdoor music or alcoholic beverages served on the property.

Recommended language for event dates:

During recognized special events of Bike Week, Biketoberfest as established by the Daytona Beach Area Convention and Visitors Bureau for Itinerant vending of up to 10 vendors and up to two (2) food trucks allowed from 9:00 a.m. to 10:00 p.m. on Sunday through Thursday and from 9:00 a.m. to Midnight on Fridays and Saturdays.

2. Process for event permits:

Staff discussion: The intent of this section is to assign CMD Realty, LLC as the master vendor or host who is responsible for all activities on the subject property. The language below is in compliance with Section 2-89 of the Land Development Code for Special Events.

Recommended language:

1. The master vendor shall be responsible to ensure all individual itinerant vendors operating under the master vendor permit, comply with these provisions.

2. A fully completed application for a master vendor permit shall include attachments containing the following information:
 - a. A single site plan 8.5 inches × 11 inches, drawn to scale must show all necessary elements and shall include the following, if applicable:
 1. Location of existing facilities/structures.
 2. Location of proposed temporary facilities/structures.
 3. Proposed traffic flow and provisions for ingress/egress.
 4. Measures for security/crowd control (i.e., arranged through Volusia County Sheriff's Office, Ormond Beach Police Department, or State Highway Patrol).
 5. Measures for the provision of medical care.
 6. Lighting.
 7. Solid waste disposal.
 8. Parking.
 9. Sanitation facilities.
 10. Vendor list with vendor names, goods and/or services to be provided.
 - b. At least 30 days prior to an event, approximate event dates and anticipated participant level shall be provided for each event. A permit and/or inspection shall be determined based upon the information provided.
 - c. The master vendor will obtain one host permit for each event listing the individual itinerant vendors during the event.

3. Type and number of vendors:

Staff discussion: The language below establishes a maximum number of 10 vendors plus up to two (2) food trucks. The food vendor requirements and prohibited activities for vendors are identified in Section 2-89 of the City's Land Development Code.

Recommended language:

- a. No more than 10 itinerant vendors and two (2) food trucks shall be permitted for any one event.
- b. Food vendors must operate in compliance with all the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation, and any other applicable state laws. Food vendors must show proof that they meet all applicable health department regulations and hold all valid food service licenses required for their operations.
- c. Itinerant merchant activities which negatively affect public health or safety are prohibited as identified in Section 2-89 of the City's Land Development Code.

4. Vendor Setup

Staff discussion: This Section provides for the setup, inspections and tear-down of tents associated with vending in compliance with Section 2-89 of the City's Land Development Code.

Recommended language:

- a. The master vendor shall have the set-up times up to five (5) days prior to the official startup of the event.
- b. Individual vendors shall physically vacate the vending space after the event officially closes within seventy-two (72) hours.
- c. All vendors setting up outside a permanent building, using a tent or other temporary structure shall have a fire safety inspection by the City's Building Division twenty-four (24) hours prior to operating.

5. Length of approval:

Staff discussion: There have been five other Special Exception requests for itinerant merchant vending in the North U.S. 1 corridor with an approval timeframe of three years as follows:

Business Name	Address	Approved	Expired
Kickstart Saloon	906 N. U.S. Highway 1	12/04/2012	12/04/2015
Dairy Queen	1626 N. U.S. Highway 1	04/16/2014	04/16/2017
Ormond Outpost	1385 N. U.S. Highway 1	01/16/2018	01/16/2021
Custom Lighting FX	1170 N. U.S. Highway 1	03/03/2020	03/03/2023
*Boot Hill Saloon	1089 N. U.S. Highway 1	03/03/2020	03/03/2023

*Note: Boot Hill Saloon property owner reapplied for another Special Exception to continue live outdoor music and itinerant vending and was approved without an expiration date.

Except for Boot Hill Saloon, the other four development orders previously approved have expired and none of the businesses renewed due to transferring the properties to new owners. The City monitored Kickstart Saloon, Dairy Queen, Ormond Outpost, Boot Hill Saloon, and Custom Lighting FX for noncompliance and complaints. There were no major issues during the three-year timeframes.

Staff understands that with the cost of \$1,700 for the application fee, the applicant is seeking to run a number of events to recover the cost of the zoning approval. Staff has proposed a three-year expiration date before the applicant must re-apply for a Special Exception consistent with what was approved for all other applicants requesting outdoor activity for itinerant vending. During this time, CMD Realty LLC will be monitored for noncompliance and complaints which will be part of the review for renewal, if applicable.

Recommended language:

The Special Exception is valid through October 17, 2026 (three years). Any outdoor activity past this date shall require another Special Exception. The Planning Board and City Commission shall consider the record of events over the three-year period of the Special Exception, including any code violations, in determining the type of events and time frame that are allowed in the future.

ANALYSIS: Section 1-22 of the Land Development Code defines outdoor activity as “the display of merchandise offered for sale or any activity, such as live entertainment, outside the building walls of a completely enclosed building.” Within the I-1 zoning district outdoor activity is regulated as a Special Exception with review/recommendation by the Planning Board and a final decision by the City Commission. The Special Exception requires review of the criteria of the following Land Development Code Sections:

1. Section 2-57(53), Outdoor Activity (applies to specific use);
2. Section 2-56: General criteria and Special Exception review criteria (applies to all Special Exception requests);
3. Section 1-15. E: Planned Developments and Special Exceptions (Planning Board criteria for all Special Exceptions); and
4. Section 1-18. E: Criteria for Issuance of Development Order (City Commission criteria for all Special Exceptions).

Section 2-57(53), Outdoor Activity Criteria:

Section 2-57(53) of the Land Development Code outlines the criteria for outdoor activity:

(53) OUTDOOR ACTIVITY

- a. **If located adjacent to a residential use, appropriate screening and buffering shall be provided to minimize noise and glare impact to the maximum extent feasible.**

The proposed outdoor activity is limited to up to 10 itinerant merchant vendors and two food trucks operating during Biketoberfest and Bike Week time periods only. It is expected there will be minimal noise or glare impact to any residential uses.

- b. **A site plan displaying the area for activity and pedestrian movement shall be required.**

When the individual events are permitted the applicant shall provide a site plan with the location of the vendors, parking, and other site activities. Each event may have a different combination of vendors and would be reviewed individually.

- c. **Outdoor music shall provide a sound study demonstrating compliance with the adopted maximum decibel levels.**

There is no outdoor music proposed and this criterion is not applicable.

Section 2-56: Special Exception Criteria:

Section 2-56 of the Land Development Code outlines the general criteria for all Special Exception approvals:

- (1) Off-street parking loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.***

The parking and loading areas will not impact adjoining properties. The request is for a maximum of 12 vendors and up to two (2) food trucks on about 2.58 acres creating minimal impacts regarding parking.

(2) Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, Chapter 3, Article 1, and other applicable provisions of this Code.

The Special Exception application is limited to a maximum of 12 vendors and two (2) food trucks. There are no proposed changes to the existing site landscaping since the use is permitted

(3) Size, location, or number of conditional or Special Exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or Special Exceptions are located.

As mentioned previously, the City has approved five other applications for itinerant vending in the North U.S. Highway 1 corridor:

Business Name	Address	Approved	Expired
Kickstart Saloon	906 N. U.S. Highway 1	12/04/2012	12/04/2015
Dairy Queen	1626 N. U.S. Highway 1	04/16/2014	04/16/2017
Ormond Outpost	1385 N. U.S. Highway 1	01/16/2018	01/16/2021
Custom Lighting FX	1170 N. U.S. Highway 1	03/03/2020	03/03/2023
*Boot Hill Saloon	1089 N. U.S. Highway 1	03/03/2020	03/03/2023

Except for Boot Hill, the other four development orders approved have expired and none of the businesses renewed due to transferring the properties to new owners. The City monitored Kickstart Saloon, Dairy Queen, Ormond Outpost, Boot Hill Saloon, and Custom Lighting FX for noncompliance and complaints. There were no major issues during the three-year timeframes.

Itinerant vending is allowed in the North U.S. 1 corridor during recognized special events where the subject property is located. The requested Special Exception will not negatively impact the character of this section of the North U.S. 1 corridor especially with a limit of 10 product vendors and two (2) food trucks.

(4) Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to assure the compatibility of the development with existing and proposed uses in the surrounding area.

The Special Exception request is for a maximum of ten (10) product vendors and two (2) food trucks expected to operate from 9:00 a.m. to 10:00 p.m. (Sunday-Thursday) and 9:00 a.m. to Midnight (Fridays and Saturdays) during recognized special events. This activity will be minimal and compatible with development in the surrounding area during its hours of operation.

- (5) The Special Exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of City-approved mitigative techniques.***

This Special Exception request will not generate hazardous waste.

- (6) All development proposed as a Special Exception within or adjacent to a historic district shall be reviewed based on applicable criteria stated herein for residential, commercial or mixed-use development and shall also comply with appearance and design guidelines for historic structures.***

The subject project is not located within or adjacent to an historic district and this criterion does not apply to the project.

- (7) Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) foot-candles at the property line.***

No additional lighting is proposed at this time. Any additional lighting would be reviewed by the Site Plan Review Committee.

Section 1-15. E: Planning Board Criteria and Section 1-18. E: City Commission Criteria:

Sections 1-15. E. and 1-18. E. of the Land Development Code establish the Planning Board and City Commission Development Order criteria. The Land Development Code states that the following criteria shall be considered:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The Land Development Code does not prohibit outdoor activity. Section 2-50(U) allows retailers temporary outdoor activity four times per year for 14 days for each event. Chapter 2, Article VII specifically allows itinerant vending in the North U.S. 1 corridor under certain conditions. Within the I-1 zoning district, the outdoor activity use is allowed through a Special Exception with the criteria focusing on impacts to residential uses and the limits of the activity. Staff believes the recommended conditions would provide assurances that the request would not create negative impacts to residential uses.

Special events by the number of visitors and residents participating create peak hour traffic and crowding conditions. There are arguments for and against special events and the impacts that are created. Staff does not believe that the proposed activity would negatively impact the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The site has a Future Land Use designation of "Light Industrial/Utilities", which is consistent with the proposed use. The Future Land Use Element states that the "Light Industrial/Utilities" land use category is designed "To provide for the location of light industrial operations and similar uses and would generally include the I-1

(Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.”

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed application for outdoor activity will not adversely impact environmentally sensitive lands or natural resources and is an existing developed site.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

Staff believes that the application with the recommended conditions would not depreciate the value of surrounding property or create negative impacts.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

Public facilities currently serve the site and there would be no impact to the existing infrastructure.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The Special Exception application would provide adequate access to the site and would provide adequate emergency access.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed with the outdoor activity application. Attachment A is the proposed site plan which demonstrates how this criterion will be met.

- 8. The proposed development provides for the safety of occupants and visitors.**

The proposed traffic movement plan and the security plan will ensure safe movement on the site for occupants and visitors.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no new building development for the outdoor activity and this criterion is not applicable.

10. The testimony provided at public hearings.

This application has not been reviewed in a public forum and no testimony has been provided.

CONCLUSION:

Line of Reason supporting the Special Exception for Outdoor Activity:

The Land Development Code establishes outdoor activity as a Special Exception in the I-1 zoning district with specific criteria. Itinerant vending is allowed in the North U.S. 1 corridor during recognized special events where the subject property is located. The requested Special Exception will not negatively impact the character of this section of the North U.S. 1 corridor. The Special Exception requests that were approved for Kickstart Saloon, Dairy Queen, Ormond Outpost, Custom Lighting FX and Boot Hill were monitored for noncompliance and complaints. There were no major issues during the three-year timeframe. Since the request is limited to two events and 10 itinerant vendors and two food trucks with no live music or alcoholic beverages served, it is not expected that there will be negative impacts to the residential uses and the site plan submitted does not negatively impact fire access or other site improvements.

Line of Reason against the Special Exception for Outdoor Activity:

The expansion of itinerant vending could impact the overall aesthetic character of the site and should not be permitted. This argument is in line with criteria number seven of the Development Order criteria. Additionally, criteria number four of the Development Order discusses the lowering of property values and creating a nuisance. It is possible that allowing outdoor activity can create additional impacts on code enforcement staff to ensure that the designated areas are being complied with.

RECOMMENDATION: It is expected that the application will be reviewed by the City Commission on October 15, 2023. It is recommended that the Planning Board **APPROVE** the application for outdoor activity at 1133 and 1141 North U.S. Highway 1 including itinerant vending with the following conditions:

1. During recognized special events of Bike Week, Biketoberfest established by the Daytona Beach Area Convention and Visitors Bureau for Itinerant vending of up to ten (10) vendors, plus two (2) food trucks operating from 9:00 a.m. to 10:00 p.m., Sunday through Thursday and 9:00 a.m. to Midnight on Fridays and Saturdays.
2. The property owner shall file a site layout plan for a Master Vendor Permit at least 21 days prior to each event detailing the location of the itinerant vending, proposed structures, security plan, signage, parking plan and any other outdoor activities with the Planning Department.

3. With the Master Vendor Permit, the property owner is responsible for the management and policing of each Special Event. The property owner shall be held responsible if the itinerant vendors do not get the required permits or violations if these conditions occur.
4. No more than 10 itinerant vendors and two (2) food trucks shall be permitted for any one event.
5. Food vendors must operate in compliance with all the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation, and any other applicable state laws. Food vendors must show proof that they meet all applicable health department regulations and hold all valid food service licenses required for their operations.
6. Itinerant merchant activities which negatively affect public health or safety are prohibited as detailed in Section 2-89 of the Land Development Code.
7. The preparation, setup, inspections, and vacation of premises associated with vending in compliance with 2-89 of the City Land Development Code is as follows:
 - a. The master vendor shall have the following set up times up to five (5) days prior to the official startup of the event.
 - b. Individual vendors shall physically vacate the vending space after the event officially closes within seventy-two (72) hours.
 - c. All vendors setting up outside a permanent building, using a tent or other temporary structure shall have a fire safety inspection by the City's Building Division twenty-four (24) hours prior to operating.
8. The Special Exception is valid through October 17, 2026 (three years). Any outdoor activity past this date shall require another Special Exception request. The Planning Board and City Commission shall consider the record of events over the three-year period of the Special Exception, including any code violations, in determining the type of events and time frame that are allowed in the future.

Attachments:

- A. Proposed Site Plan
- B. Applicant provided information
- C. Broken Spoke Support Letter
- D. Maps/Pictures

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

September 14, 2023

6:00 PM

City Commission Chambers
22 South Beach Street
Ormond Beach, FL 32174

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

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

I. ROLL CALL

Members Present

Angie Shull, Vice Chair
G.G. Galloway (Excused)
Al Jorczak
Mike Scudiero
Barry du Moulin
Troy Railsback
Doug Thomas, Chair (Excused)

Staff Present

Steven Spraker, Planning Director
Becky Weedon, Senior Planner
Randy Hayes, City Attorney
Marcella Miller, Recording Technician

II. INVOCATION

Mr. Jorczak led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

Mr. Jorczak asked if that area of Interstate 95 is cut out for a rest stop. Mr. Spraker replied that it is a former rest stop and is no longer active. Mr. Jorczak explained his interest in the topic due to amount of truck traffic and the need for more truck stops in the state. He asked if they would have the responsibility after the project is developed to erect walls with any noise concerns. Mr. Spraker confirmed that the individual homeowners would be responsible for that or using a natural vegetation as a buffer being that they are near or towards Tymber Creek.

Mr. du Moulin expressed his concern with septic systems and commented that wetlands and septic systems do not go together with any flooding, and asked if each individual homeowner is responsible for maintaining their septic system. Mr. Spraker answered that the Suburban Residential zoning district allows if over an acre to do septic systems and confirmed that each individual homeowner would be responsible for theirs. There is a financial feasibility of utility extensions in the State Statutes. He continued that the Land Development Code (LDC) allows the development and size and further explained that if they were two acres and higher that they would not have to extend the waterline. Mr. Spraker concluded that an example is Durrance Acres and how all of the properties there are on well and septic.

Ms. Shull asked if horses are allowed on the lots. Mr. Spraker replied that he believes that the lots have to be five acres for horses.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Ms. Shull opened it up to the Board for questions and to entertain a motion.

Mr. du Moulin remarked that it is well designed with the number as a clean version instead of jamming a lot of houses on 26 acres.

Mr. Scudiero referenced recalling the subdividing of the land and wishes there were more of these areas.

Mr. Scudiero motioned to approve PP 2023-066, Enclave Subdivision, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

B. SE 2023-079, 1133 and 1141 N. U.S. Highway 1, CMD Realty LLC, Special Exception Request for Outdoor Activity

Ms. Becky Weed, Senior Planner, stated that SE 2023-079 is a request by Mr. Coby Moore, CMD Realty LLC., property owner, for a Special Exception to allow up to 10 itinerant vendors and up to two food trucks during recognized special events of Bike Week, and Biketoberfest established by the Daytona Beach Area Convention and Visitors Bureau. She displayed an aerial map of the property and the adjacent uses. She explained that the City adopted the North US1 Interlocal Service Boundary Agreement (ISBA) with the County in 2014, and even though the subject property is in the unincorporated area, the City of Ormond Beach has land use and zoning

jurisdiction over the property based on the agreement. Ms. Weedo added that the property owners operate CM Custom Pools at 1133 N. U.S. Highway 1 and Moore Outdoor Living at 1141 N. U.S. Highway 1. Broken Spoke Saloon is located on the north side of Moore Outdoor Living and has been hosting itinerant vending and outdoor activities since the early 2000's, and they are supportive of the request, looking forward to coordinating activities with Mr. Moore.

Ms. Weedo further explained that towards the goal, the owners would like to offer a venue to allow up to 10 product and accessory vendors plus two food trucks, who might not be able to participate in the special events at Broken Spoke Saloon during the Bike Week and Biketoberfest event dates. There is an approximate 119' buffer planned between the vendors and the residential properties to the east. She stated that after the notice went out, two residents called to see if a fence can be installed in the back of the property. The applicant has no problem installing a fence. She added that there will be no outdoor music or alcoholic beverages served on the premises. Ms. Weedo concluded that staff recommends approval of the outdoor activity of itinerant vending with the following conditions:

1. During recognized special events of up to 10 vendors plus up to two food trucks operating from 9:00 a.m. to 10:00 p.m. on Sundays through Thursdays and 9:00 a.m. to midnight on Fridays and Saturdays during the recognized special events of Bike Week and Biketoberfest;
2. Submittal of a detailed site layout plan 21 days in advance;
3. Obtain a Master Vendor Permit;
4. Food vendors comply with all applicable local and state laws;
5. & 6. Compliance with Section 2-89 (Itinerant Merchant section) of the LDC;
7. The Special Exception will be valid for three years pending approval by the City Commission on October 17, 2023, and will expire on October 17, 2026. They would then have to come back again to continue, similar to what Boot Hill Saloon did.

Applicant's Presentation

Mr. Coby and Ms. Michelle Moore stated that they are located in the north corridor area where Bike Week and Biketoberfest are actively located and their goal is to work with the community around them as they have developed good relationships with Broken Spoke Saloon and Smiley's Tap Room and want to support them with overflow parking and keeping pedestrians safe. Ms. Moore added that they have a lot of support and are big supporters of the growth in Ormond Beach as well as are partners with the Ormond Beach Chamber. She stated that they have lived in Volusia County their entire lives and in Ormond over twenty years. She continued that they are beautifying the area by tearing down what used to be an old trailer park and old outdated buildings that were there and have followed the City's recommendations with plans to continue to beautify the area. Ms. Moore stated that they are not trying to compete with the other businesses and will not have any live music or alcohol.

Ms. Shull opened it up to the Board for questions.

Mr. du Moulin asked where the business analysis is for this kind of a venue and asked if they felt it was risky. Ms. Moore replied that it came from having a relationship with the Broken Spoke Saloon and them expressing their need for help and stated they do not feel it is risky.

Ms. Shull stated that she thinks that it is a great idea as she attends a lot of the biker events and sees the people walking up and down U.S. Highway 1, adding that if they want to go to the next place, they get on their bike in the traffic. She commented that keeping them in one location is a great idea. Ms. Shull emphasized that after the events, she wants to ensure that the property is cleaned up.

Ms. Moore remarked that they have 35 employees and they hire them to do help with the clean-up. She added that their businesses are right next door and want to keep it look as nice as possible.

Audience Comments/Input

Ms. Christine Wagstaff, 1138 ½ Roberts Street, stated that she lives directly behind the businesses and is not against Bike Week but expressed concerns with it. She continued that her and her late husband rode for 15 years and he was killed in a motorcycle accident two years ago. Since then she commented that she is nervous from the sounds of too many bikes, in fear something might happen. Ms. Wagstaff remarked that she really enjoyed the music, festivals and vendors and that she too would like to see it more spread out so that it is not so congested in one area. She expressed her concern with the noise and people coming through the easement to go to Bike Week and Biketoberfest. She said that several years ago people were walking through and even climbing fences. Ms. Wagstaff requested a soundproof fence be installed between the businesses and her property. She added that she would like it if they put in to a resourceful, environment commitment, to put trees in the area to continue beautifying the area.

Ms. Shull opened it up to the Board for additional questions and entertained a motion.

Ms. Shull confirmed with the applicants that they are in agreement to install the soundproof fence.

Mr. Railsback suggested specifying where exactly the fence will go and the style of it.

Mr. Moore stated that most of the property already has a fence and the section that Ms. Wagstaff is referencing is now chain-link fencing. The remainder of the fencing there is a wooden privacy fence. He added that he is not aware of a soundproof fence, and intended to put the same type of 6' wooden privacy fence up, but will look into the soundproof style request.

Ms. Moore shared her research online that shows that a vinyl fence may be one of the best fences for a soundproof barrier and expressed that they can do a 6' vinyl fence without a problem. She concluded that they are there to help support their neighbors.

Mr. Jorczak commented that he feels it is a helpful situation and admirable, helping out another business. During Bike Week he sees a lot of issues at the Airport Business Park off of U.S. Highway 1 and Airport Road. He remarked that he usually stays off of the road during Bike Weeks and Biketoberfests but likes that it expands the parking capability for the adjacent business, keeping the traffic off of U.S. Highway 1 and will reduce pedestrian traffic in the area.

Mr. Railsback commented that he noticed the pictures of the wooden fence in the background on the presentation and thinks that the requirements should be that it is contiguous or similar in style to the existing fence. If choosing to do more than that, he remarked that it is up to the applicants. He added that he thinks that uniformity looks better.

It was discussed and determined that the fence would require permitting through the Building Department.

Mr. Scudiero stated that it may not look right to add white PVC fencing in with the existing wooden fence. He added that he is not sure of what would insulate the property from Bike Week noise. He remarked that the decisions made by the Planning Board that get carried on to the City Commission are permanent. This item in particular has a three-year sunset on it and if it goes bad, the applicants would have a harder time getting it reapproved in three years. Mr. Scudiero concluded that he supports it.

Board Recommendation

Mr. Railsback motioned to approve SE 2023-079, 1133 and 1141 N. U.S. Highway 1, CMD Realty LLC., Special Exception Request for Outdoor Activity, with the condition of, at a minimum, a contiguous, same-style and height, fence addition on the adjacent parcel's preexisting fence, added as a requirement. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

VII. PUBLIC COMMENTS

The opportunity was announced and it was determined that there was no one in attendance that wished to deliver any public comments.

VIII. OTHER BUSINESS

Comprehensive Plan Evaluation Appraisal Report (EAR) Introduction

Mr. Spraker explained the process of the Comprehensive Plan Evaluation Appraisal Report (EAR), required by the State. The City can write a letter that no changes are needed as they did in 2017. The last time the City really went through the EAR was 2010. He continued that there are a lot of areas of the Comprehensive Plan that need updating. Mr. Spraker stated that one of the things from the Downtown Master Plan consultant was that the plan was being updated and tweaked based on what had happened, which is what is happening with the EAR.

Mr. Spraker stated that the Comprehensive Plan is a long range plan document to provide the guidance for how communities provide decisional development, redevelopment, preservation and establishes the level of services for public facilities. It includes the Future Land Use Map (FLUM) and the elements. Mr. Spraker there have been changes in state laws that need to be updated. He added that the Master Plans have been updated as well with the Downtown, impact fees, Parks & Recreation and Stormwater and how it is good to incorporate aspects of those Master Plans into the Comprehensive Plan. It gives a chance to identify major issues with current and future growth and development, and a chance to see what policies have been accomplished and which ones have not and if they are still valid.



City of Ormond Beach

AGENDA ITEM

October 17, 2023 - City Commission

Number: 9.A

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	Res./Ord. No:	2023-54
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	FY 2022-23 Budget Amendments		
Summary:	Request to amend the Fiscal Year (FY) 2022-2023 budget by \$15,388,583 with a final budget amount of \$127,882,372. The net budget amount is \$87,635,962 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 amongst funds). The attachment provides details regarding the proposed amendment of the FY 2022-23 budget. These amendments are largely related to construction projects included in the FY 2021-22 budget where construction carried over to FY 2022-23.		
Financial Impact:	The amendments will increase the budget by \$15,388,583.		
Citizen Impact:	The budget amendments are required to comply with local and state budgetary requirements.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the amendments to the FY 2022-2023 annual budget.		
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226		
Attachments:	23-54 Budget Amendment FY2022-2023 (P23-0194G) - Budget Amendment - Attachment A Amendments - Ordinance Business Impact Estimate 10-01-23 OB Form exemptions listed		

Approval:	Kelly McGuire, Finance Director	10/6/2023
	Claire Whitley, Assistant City Manager	10/9/2023
	Joyce Shanahan, City Manager	10/10/2023

ORDINANCE NO. 2023-54

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); GRANTS FUND (116); 2010 BEACHFRONT PARK BOND FUND (220); 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); RENEWAL & REPLACEMENT FUND (409); SOLID WASTE FUND (460); 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 2022-2023 by amending the General Fund (001); Downtown Redevelopment Trust Fund (104); Stormwater Utility Fund (107); Airport Fund (108); Local Law Enforcement Trust Fund (109); Pension Contribution Pass Through Fund (113); Recreation Facility Fee Fund (115); Grants Fund (116); 2010 Beachfront Park Bond Fund (220); 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); Renewal & Replacement Fund (409); Solid Waste Fund (460); 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 2022-2023 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 17th day of October, 2023.

PASSED UPON at the second and final reading of the City Commission, this 7th day of November, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

FY 2022-23 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
General Fund	Use of Fund Balance	<u><u>920,159.00</u></u>		
General Fund	Impact Fee Study Police/Fire Fees		31,500.00	Reso 2022-121 10/5/22
	Transfer to Fund 317 (Fire Generator)		80,942.00	Reso 2023-39 1/24/23 Emergency Purchase
	Transfer to Fund 301 (SONC Backboards)		90,000.00	Reso 2023-21 1/10/23
	Transfer to Fund 301 (901 Airport Road Land Purchase)		158,000.00	CC Discussion 9/21/22
	Transfer to Fund 301 (PAC Lobby)		225,000.00	Reso 2023-64 3/21/23
	Telecommunication Evaluation		52,000.00	Reso 2023-79 4/18/23
	Transfer to 317 (SONC Pavilion)		25,335.00	Reso 2023-90 5/16/23
	Transfer to 305 (Advance for add'l Police vehicles)		257,382.00	Reso 2023-115 7/18/23
			<u><u>920,159.00</u></u>	
CRA	Use of Fund Balance	<u><u>3,145,205.00</u></u>		
CRA	Cassen Park Re-Design		202,155.00	Reso 2022-159 12/6/22
	East Granada Underground Utilities		5,000.00	Work Authorization
	Sidewalk Banding		2,818,050.00	Reso 2022-158 12/6/22
	CEI Services for Sidewalk Banding		120,000.00	Reso 2023-89 5/16/23
			<u><u>3,145,205.00</u></u>	
Stormwater	Use of Fund	<u><u>119,914.00</u></u>		
Stormwater	KutKwick Meeting 1/24/2023 107veh		28,914.00	Reso 2023-38 1/24/23
	Stormwater Pipling FY 2022-23		25,000.00	Reso 2023-63 3/21/23
	Stormwater Piping FY 2021-22		40,000.00	Reso 2022-39 3/22/22 Reappropriation from prior year
	Reach Out Mower Rental		26,000.00	Emergency purchase needed during repair of equipment
			<u><u>119,914.00</u></u>	
Airport Revenue	FAA	885,102.00		
	Use of Fund Balance	37,627.00		
	FDOT	77,537.00		
	Airport Coronavirus Response Grant	24,500.00		
		<u><u>1,024,766.00</u></u>		
Airport Expenditure	Control Tower Upgrades		36,102.00	Continuing Contract
	Resurface catwalk		8,000.00	Reappropriation from FY 2021-22
	Airport Wayfinding Signage		17,534.00	Reso 2022-143 10/12/22
	Airport Automated Weather Observing System (AWOS)		342,630.00	Reso 2022-165 12/6/22
	Civil Air Patrol Facilities Renovation		21,000.00	Facilities Maintenance
	ATCT HVAC Upgrade		24,500.00	Emergency Purchase
	Fencing Repairs		25,000.00	

FY 2022-23 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
	Taxiway B		550,000.00	Reso 2021-184 11/16/21
			<u>1,024,766.00</u>	
Local Law Enforcement Fund Revenues	JAG Grant	<u>15,000.00</u>		Reappropriation from FY 2021-22
Local Law Enforcement Fund Expenditures	DART System		<u>15,000.00</u>	Reappropriation from FY 2021-22
Pension Pass Thru Fund Revenue	Premium Tax	<u>70,000.00</u>		
Pension Pass Thru Fund Expenditures	Police Pension Pass Thru		<u>70,000.00</u>	
Recreation Facility Fee Fund Revenue	Use of Fund Balance	<u>16,625.00</u>		
Recreation Impact Fee Fund Expenditures	SONC Electric work & pads for new gym		<u>16,625.00</u>	
Grant Fund Revenues	Daytona Racing & Recreation Grant	<u>140,000.00</u>		
Grant Fund Expenditures	SONC Gymnasium Construction		<u>140,000.00</u>	
2010 GOB Revenues	Use of Fund Balance	<u>10,000.00</u>		
2010 GOB Expenditures	Interest on bonds		<u>10,000.00</u>	
General Capital Impr. Revenue				
	FDEP-Florida Resilience Grant	75,000.00		
	Transfer in From 001	248,000.00		
	Transfer in From 001	89,000.00		
	Transfer in From 001	225,000.00		
	Transfer in From 001	90,000.00		
	Use Fund	87,595.00		
	FEMA Hurricane Ian	69,368.00		
	State Hurricane Ian	11,987.00		
	CDBG	22,500.00		
		<u>918,450.00</u>		
General Capital Impr. Expenditures				
	FDEP-Florida Resilience Grant		75,000.00	10/18/22 Reso 2022-140
	SONC Backboards		90,000.00	Reso 2023-21 1/10/23
	901 Airport Road Land Purchase		158,000.00	CC Discussion 9/21/22
	EDC Feature Exhibit		89,000.00	1/24/23 Reso. 2023-35
	Hurricane IAN Expenses-Multiple Locations		77,610.00	Emergency Procurement Hurricane Ian

FY 2022-23 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
	Andy Romano Ramp & Seawall Temporary Repairs		23,340.00	Emergency Procurement Hurricane Ian
	Tennis Center Fencing		70,000.00	1/24/23 Reso. 2023-36 Emergency Procurement Hurricane Ian
	PAC Lobby		225,000.00	Reso 2023-64 3/21/23
	Sanchez Park-GL Transferred fund in FY 22/23		88,000.00	Reso. 2022-24 approved 2/15/22
	Hope Place Contribution		22,500.00	
			918,450.00	
General Vehicle Revenues	Use of Fund Balance	60,000.00		Reappropriation from FY 2021-22
General Vehicles Expenditures	Building Inspection Trucks (2)		60,000.00	Reappropriation from FY 2021-22
Public Safety	Use of Fund Balance	245,138.00		
	Transfer from 504	128,691.00		
	Transfer from 001	257,382.00		
	Use of Fund Balance	9,258.00		
		640,469.00		
	305003 Brush Truck		113,714.00	Reso 2023-114 7/18/23
	FY 21/22 vehicles delivered in FY 22/23		131,424.00	Reappropriation from FY 2021-22
	Advance of 6 vehicles plus 3 accidents		386,073.00	Reso 2023-115 7/18/23
	Patrol Vehicle Graphics for advanced 9 new vehicles		9,258.00	Related to Reso 2023-115 7/18/23
			640,469.00	
Transportation	Use of Fund Balance	15,080.00		
Transportation	Traffic Calming		15,080.00	Reappropriation from FY 2021-22
Facilities R&R	Use of Fund Balance	129,147.00		
	Transfer in from General Fund	106,277.00		
		235,424.00		
Facilities R&R	Performing Art Center Blue Room flooring & paint	4,255.00		Reappropriation from FY 2021-22
	Tennis Center Fence Repairs	20,620.00		Reappropriation from FY 2021-22
	Tennis Center Court Renovations	22,000.00		Reappropriation from FY 2021-22
	Nova Park Magic Forest Playground	4,112.00		Reappropriation from FY 2021-22
	Misc. Park & Facility Repairs	16,002.00		Reappropriation from FY 2021-22
	City Hall Restroom Countertops	24,500.00		Reappropriation from FY 2021-22
	City Hall Renovations	24,081.00		Reappropriation from FY 2021-22

FY 2022-23 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
	ARBFP Reseal Playground		1,332.00	Reappropriation from FY 2021-22
	The Casements flooring & painting		11,245.00	Reappropriation from FY 2021-22
	SONC Refinish Gym Floor		1,000.00	Reappropriation from FY 2021-22
	Fire Station Generator		80,942.00	Reso 2023-39 1/24/23 Emergency Purchase
	SONC Pavilion		25,335.00	Reso 2023-90 5/16/23
			<u><u>235,424.00</u></u>	
WWW Operating	Use of Fund Balance	44,000.00		
		<u>228,200.00</u>		
		<u><u>272,200.00</u></u>		
WWW Operating	Professional Services		24,000.00	Directional Drilling
	Operating Supplies		45,000.00	Railroad Crossing License Fee, Water Plant Small Supplies
	Repairs & Maintenance		130,000.00	Rima Ridge Well Repairs
	Chemicals		60,000.00	Chemicals
	40153301.505288		13,200.00	Field Map Licenses
			<u><u>272,200.00</u></u>	
WWW Capital Impr.	Use of Fund Balance	133,000.00		Bill Rose Carryover List
	Use of Fund Balance	89,600.00		Meters
	Use of Fund Balance	<u>2,220,000.00</u>		
		<u><u>2,442,600.00</u></u>		
WWW Capital Impr.	Wastewater Bldg. Roof		24,000.00	Roof
	Water Treatment Plant Equipment Storage		20,000.00	Storage
	2022 Stormwater & Sewer Lining		51,000.00	Final Cost
	Manhole Rehabilitation		20,000.00	Reso 2023-63 3/21/23
	Meters		89,600.00	Meters
	WTP Aeration Structure		2,220,000.00	Reso 2023-128
	WTP Clarifier Repairs Additional Work		<u>18,000.00</u>	Reso 2023-74
			<u><u>2,442,600.00</u></u>	
Solid Waste Revenues	FEMA	1,800,000.00		
	Use of Fund Balance	<u>3,200,000.00</u>		
		<u><u>5,000,000.00</u></u>		
Solid Waste Revenues	Hurricane Ian Debris Removal		1,800,000.00	Emergency Procurement
	Solid Waste Hauling & Recycling		<u>3,200,000.00</u>	Contract Extension
			<u><u>5,000,000.00</u></u>	
General Liability	Use of Fund Balance	<u><u>342,691.00</u></u>		

FY 2022-23 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
General Liability	Transfer to 305		128,691.00	Reso 2023-115 7/18/23
	Large Claims Settlement (2)		214,000.00	
			<u>342,691.00</u>	
			<u>342,691.00</u>	
	TOTAL AMENDMENTS	<u>15,388,583.00</u>	<u>15,388,583.00</u>	
	REVISED BUDGET	127,882,372.00	127,882,372.00	

ATTACHMENT A ALL FUNDS SUMMARY			
	Original		Final
	Budget	Budget	Budget
Description	FY 2022-23	Amendments	FY 2022-23
General Fund (001)	41,522,489	920,159	42,442,648
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	1,437,353	3,145,205	4,582,558
Ormond Crossings Trust Fund (106)	296,171	-	296,171
Stormwater Utility Fund (107)	2,525,500	119,914	2,645,414
Airport Fund (108)	288,998	1,024,766	1,313,764
Local Law Enforcement Trust Fund (109)	-	15,000	15,000
Economic Development Fund (110)	1,112,000	-	1,112,000
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	800,000	70,000	870,000
Recreation Facility Fee Fund (115)	50,275	16,625	66,900
Grants Fund (116)	-	140,000	140,000
Total Special Revenue Funds	6,510,297	4,531,510	11,041,807
Debt Service Funds:			
Financing Debt Service Fund (205)	651,688	-	651,688
2002 GOB Debt Service Fund (209)	-	-	-
2003 GOB Debt Service Fund (210)	118,674	-	118,674
2004 Revenue Bond Fund (211)	162,202	-	162,202
2010 Beachfront Park Bond Fund (220)	352,327	10,000	362,327
Total Debt Service Funds	1,284,891	10,000	1,294,891
Capital Improvement Funds:			
Capital Improvements Fund (301)	2,190,745	918,450	3,109,195
Equipment Renewal & Replacement Fund (302)	347,000	60,000	407,000
Public Safety Vehicle & Equipment Fund (305)	934,000	640,469	1,574,469
Transportation Improvements Fund (308)	2,262,489	15,080	2,277,569
Recreational Impact Fee Fund (310)	215,000	-	215,000
Local Road Impact Fee Fund (316)	89,000	-	89,000
Facilities Renewal & Replacement Fund (317)	506,470	235,424	741,894
Stormwater Impact Fee Fund (318)	50,000	-	50,000
Total Capital Improvement Funds	6,594,704	1,869,423	8,464,127
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	24,001,431	272,200	24,273,631
Vehicle Replacement Fund (408)	368,000	-	368,000
Renewal & Replacement Fund (409)	9,494,412	2,442,600	11,937,012
Water/Wastewater Consolidated Debt Service Fund (414)	4,753,500	-	4,753,500
West Ormond Reuse Impact Fee Fund (433)	850,000	-	850,000
Water System Impact Fee Fund (434)	725,000	-	725,000
Wastewater System Impact Fee Fund (435)	4,300,000	-	4,300,000
Total Water and Wastewater Funds	44,492,343	2,714,800	47,207,143
Solid Waste Fund (460)	9,827,200	5,000,000	14,827,200
Workers Compensation Fund (502)	801,612	-	801,612
General Liability Fund (504)	1,460,253	342,691	1,802,944
TOTAL BUDGET APPROPRIATION	112,493,789	15,388,583	127,882,372
Less: Interfund Transfers	(16,200,585)	(1,054,350)	(17,254,935)
Fleet Operations (Internal Service Charges)	(1,908,683)	-	(1,908,683)
Engineering (Internal Service Charges)	(1,201,983)	-	(19,163,618)
Consolidated Insurance Fund (Internal Service Charges)	(2,261,865)	342,691	(1,919,174)
TOTAL NET BUDGET	90,920,673	14,676,924	87,635,962



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2023-54

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); GRANTS FUND (116); 2010 BEACHFRONT PARK BOND FUND (220); 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); RENEWAL & REPLACEMENT FUND (409); SOLID WASTE FUND (460); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an

exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance amends the FY 2022-23 budget as required by state law and local ordinance.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

N/A

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
None

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

N/A